



# SEVENTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

**December 04, 2023 at 6:00 PM**

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

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"The measure of intelligence is the ability to change" - Albert Einstein

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

Notice of the 17th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, December 4, 2023 in City Hall, 3rd Floor - Council Chambers, 828 Center Avenue, Sheboygan, WI. Persons with disabilities who need accommodations to attend the meeting should contact Meredith DeBruin at the City Clerk's Office, 828 Center Avenue, (920) 459-3361.

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

## OPENING OF MEETING

**1. Roll Call**

*Aldersperson Felde may attend meeting remotely*

**2. Pledge of Allegiance**

**3. Approval of Minutes**

*Sixteenth Regular Council Meeting held on November 20, 2023*

**4. Resignation**

*William L. Bulson from the Mead Public Library Board of Trustees*

**5. Mayoral Appointments**

*Katy Glodosy, Marol Testwuide, David Gass, David Haneman, Jackie Erdman, Andrew Jackus, and Ryan Sorenson to the Business Improvement District Board of Directors for the 2024-2025 Term.*

**6. Mayoral Appointments**

*Election Inspectors for all elections in 2024 and 2025*

**7. Mayoral Appointments**

*Jim Hollister to the Mead Public Library Board of Trustees*

**8. Confirmation of Appointment**

*Kelly Hendee appointed as the Director of Human Resources and Labor Relations effective December 5, 2023*

**9. Public Forum**

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

## 10. Mayor's Announcements

*Upcoming Community Events, Proclamations, Employee Recognitions*

## HEARINGS

11. Hearing No. 4-23-24 pursuant to letters served and a notice published by the City Clerk, there is a hearing scheduled this evening for the purpose of the vacation and discontinuance of the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

## CONSENT

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

13. R. C. No. 143-23-24 by Finance and Personnel Committee to whom was referred Res. No. 97-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; recommends adopting the Resolution.
14. R. C. No. 144-23-24 by Finance and Personnel Committee to whom was referred Res. No. 98-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.
15. R. C. No. 145-23-24 by Finance and Personnel Committee to whom was referred Res. No. 99-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.
16. R. C. No. 146-23-24 by Finance and Personnel Committee to whom was referred Res. No. 100-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; recommends adopting the Resolution.
17. R. C. No. 142-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 72-23-24 by City Clerk submitting the Tax Levy Certification for the 2023-2024 School Year from the Sheboygan Area School District; recommends filing the report.
18. R. C. No. 147-23-24 by Finance and Personnel Committee to whom was referred Res. No. 102-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing an amendment in the 2023 budget and directing the Finance Director to make an advance from the General Fund to the Redevelopment Authority Fund to fund land purchases within Tax Incremental District No. 17 ("TID 17"); recommends adopting the Resolution.
19. R. C. No. 150-23-24 by Public Works Committee to whom was referred Res. No. 104-23-24 by Alderpersons Dekker and Rust authorizing Staff to file a claim in the multi-district litigation settlement of Aqueous Film-Forming Product Liability Litigation, District Court for the District of South Carolina, Master Docket No. 2:18-MN-2873-RMG; recommends adopting the Resolution.



- [20.](#) R. C. No. 151-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 29-23-24 by Alderpersons Dekker and Rust amending Sections 54-397, 54-398, 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges; recommends adopting the Ordinance.
- [21.](#) R. C. No. 153-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 101-23-24 by Alderpersons Salazar and Felde authorizing the Fire Chief to enter into a software contract with Locality Media, Inc. dba First Due; recommends adopting the Resolution.

## **REPORT OF OFFICERS**

- [22.](#) R. O. No. 76-23-24 by City Plan Commission to whom was requested to consider recommending that the Common Council approve an amendment to the Project Plan and Boundaries of Tax Incremental District No. 17 at its meeting on November 14, 2023; wishes to report the commission considered and recommends approval as submitted.
- [23.](#) R. O. No. 75-23-24 by City Plan Commission to whom was requested to consider recommending that the Common Council approve an amendment to the Project Plan and Boundaries of Tax Incremental District No. 18 at its meeting on November 14, 2023; wishes to report the commission considered and recommends approval as submitted.
- [24.](#) R. O. No. 77-23-24 by City Clerk submitting a letter from Josh Sizonen asking permission to archery hunt on Parcel No. 59024342830. REFER TO PUBLIC WORKS COMMITTEE
- [25.](#) R. O. No. 78-23-24 by City Clerk submitting a Summons and Complaint in the matter of Walmart Real Estate Business Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

## **RESOLUTIONS**

- [26.](#) Res. No. 111-23-24 by Alderpersons Dekker and Salazar authorizing the appropriate City officials to enter into an Employment Agreement with Kelly Hendee. SUSPEND AND ADOPT
- [27.](#) Res. No. 107-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan, and authorizing payment for said services. SUSPEND AND ADOPT
- [28.](#) Res. No. 105-23-24 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and boundaries of Tax Incremental District No. 17.
- [29.](#) Res. No. 106-23-24 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and boundaries of Tax Incremental District No. 18.
- [30.](#) Res. No. 108-23-24 by Alderperson Rust officially recognizing the Farnsworth Neighborhood Association. LAYS OVER
- [31.](#) Res. No. 113-23-24 by Alderpersons Mitchell and Filicky-Peneski obligating American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [32.](#) Res. No. 112-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the issuance of a refund for excess property tax payable to Sheboygan Outboard Club related to 2022 real estate tax for Parcel No. 59281895368P. REFER TO FINANCE AND PERSONNEL COMMITTEE

- [33.](#) Res. No. 110-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Pre-Development Agreement with Cornerstone LLC regarding redevelopment of the Poth and Gartman Farms property on the south side of the City. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [34.](#) Res. No. 114-23-24 by Alderpersons Mitchell and Dekker submitting the final Resolution and order discontinuing a portion of South 19th Street between Union Avenue and Oakland Avenue and Oakland Avenue between South 19th Street and Union Pacific Railroad right of way. REFER TO CITY PLAN COMMISSION
- [35.](#) Res. No. 115-23-24 by Alderpersons Salazar and Felde authorizing entering into a Master Services Agreement with Flock Group, Inc. for Flock Safety software products for the Sheboygan Police Department. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- [36.](#) Res. No. 109-23-24 by Alderpersons Dekker and Rust authorizing City officials to execute the Second Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC. REFER TO PUBLIC WORKS COMMITTEE

## **REPORT OF COMMITTEES**

- [37.](#) R. C. No. 148-23-24 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 32-23-24 by Alderpersons Mitchell and Filicky-Peneski amending various sections of the Sheboygan Municipal Code relating to personnel; recommends adopting the Ordinance.
- [38.](#) R. C. No. 149-23-24 by Public Works Committee to whom was referred Res. No. 96-23-24 by Alderpersons Dekker and Rust directing Staff to develop a Complete Streets policy to improve citizen accessibility and all forms of mobility within our community and to increase safe, comfortable, and convenient travel while promoting public health and sustainable environmental practices; recommends adopting the Resolution.
- [39.](#) R. C. No. 152-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Gen. Ord. No. 31-23-24 by Alderpersons Salazar and Felde adopting new records retention schedules and making necessary amendments to the Sheboygan Municipal Code relating to the adopting; recommends adopting the Ordinance.

## **HELD FROM NOVEMBER 20, 2023 MEETING**

- [40.](#) R. C. No. 133-23-24 by Finance and Personnel Committee to whom was referred Res. No. 92-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church; recommends adopting the Resolution.

## **MATTERS LAID OVER**

- [41.](#) R. O. No. 64-23-24 by City Plan Commission to whom was referred Res. No. 85-23-24 by Alderpersons Mitchell and Perrella vacating the east-west alley east of North 9th Street, located in Block 127 of the Original Plat; recommends adopting the Resolution.

## **OTHER MATTERS AUTHORIZED BY LAW**

- [42.](#) R. O. No. 79-23-24 by City Clerk submitting a new license application (Jake's Liquor). REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

## **ADJOURN MEETING**

- [43.](#) 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****SIXTEENTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, November 20, 2023**

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**OPENING OF MEETING****1. Roll Call**

Alderspersons Present: Ackley, Dekker, Felde (remote), Mitchell, Ramey, Rust, and Salazar – 7.  
Alderspersons excused: Filicky-Peneski, Heidemann, and Perrella - 3.

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

Fifteenth Regular Council Meeting held on November 6, 2023

MOTION TO APPROVE THE MINUTES FOR THE FIFTEENTH REGULAR COUNCIL MEETING HELD ON  
NOVEMBER 6, 2023

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

**4. Appointment**

Kelly Hendee appointed as the Director of Human Resources and Labor Relations effective December 5, 2023 – Lays over.

**5. Public Forum**

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

**6. Mayor's Announcements**

Upcoming Community Events, Proclamations, Employee Recognitions

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

8. R. O. No. 71-23-24 by City Clerk submitting the State and County Apportionment Form from the County Board of Supervisors to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year.

MOTION TO RECEIVE AND FILE THE DOCUMENT

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

9. Res. No. 103-23-24 by Alderperson Felde directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 3021 Main Avenue - Parcel No. 59281615440 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification.

## MOTION TO ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

10. R. C. No. 127-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 20-23-24 by City Clerk submitting a claim from James and Alice Wilsing for alleged damages to their fence from snow; recommends filing the claim.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

11. R. C. No. 128-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 22-23-24 by City Clerk submitting a claim from Leah V. Zinkgraf for alleged damages to vehicle due to potholes on 5<sup>th</sup> Street; recommends filing the claim.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

12. R. C. No. 129-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 41-23-24 by City Clerk submitting a claim from Holly L. Puchniarz for alleged damages to her vehicle; recommends filing the claim.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

13. R. C. No. 130-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 65-23-24 by City Clerk submitting the Tax Levy Certification for the 2023-2024 School Year from the Kohler School District; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

14. R. C. No. 131-23-24 by Finance and Personnel Committee to whom was referred Res. No. 46-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church; recommends filing the document.

## MOTION TO RECEIVE THE R. C. AND FILE THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

15. R. C. No. 134-23-24 by Finance and Personnel Committee to whom held a public hearing on November 13, 2023 regarding the 2022 Consolidated Annual Performance Evaluation Report; wishes to report that Grant Coordinator Abby Block presented the Community Development Block Grant Consolidated Performance Evaluation Report for 2022 and the hearing was closed with no speakers present.

## MOTION TO RECEIVE AND FILE THE R. C.

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

16. R. C. No. 135-23-24 by Finance and Personnel Committee to whom held a public hearing on November 13, 2023 regarding the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan; wishes to report that Planning and Development Director Diane McGinnis-Casey presented a substantial amendment to the City's U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan where \$250,000 of CDBG funds will be reprogramed to support Affordable Housing projects and the hearing was closed with no speakers present.

MOTION TO RECEIVE AND FILE THE R. C.

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

17. R. C. No. 136-23-24 by Finance and Personnel Committee to whom held a public hearing on November 13, 2023 regarding the 2020-2024 Consolidation Plan; wishes to report that Grant Coordinator Abby Block presented a progress report of the 2020-2024 Consolidation Plan and the hearing was closed with no speakers present.

MOTION TO RECEIVE AND FILE THE R. C.

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

18. R. C. No. 137-23-24 by Public Works Committee to whom was referred Res. No. 87-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Kiwanis Park pickleball courts, and authorizing a budget amendment; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

19. R. C. No. 138-23-24 by Public Works Committee to whom was referred Res. No. 91-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials to enter into a contract with Premier Excavation LLC for the construction of the Butzen Sports Complex parking lot, and authorizing a budget amendment; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

20. R. C. No. 139-23-24 by Public Works Committee to whom was referred R. O. No. 66-23-24 by City Clerk submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within the City limits; recommends filing the report.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

21. R. C. No. 140-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 90-23-24 by Alderpersons Salazar and Felde authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends adopting the Resolution.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

22. R. C. No. 141-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 69-23-24 by City Clerk submitting license applications; recommends granting the applications.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

**REPORT OF OFFICERS**

23. R. O. No. 72-23-24 by City Clerk submitting a Tax Levy Certification for the 2023-2024 School Year from the Sheboygan Area School District. REFER TO FINANCE AND PERSONNEL COMMITTEE
24. R. O. No. 74-23-24 by City Clerk submitting an application from City Church Sheboygan, Inc. for a rezone of property located at 3021 Main Avenue – Parcel No. 59281615440 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8). REFER TO CITY PLAN COMMISSION
25. R. O. No. 73-23-24 by City Clerk submitting a ballot from the United States Department of Agriculture Farm Service Agency requesting the City of Sheboygan vote for a candidate to serve on the Sheboygan County Farm Service Agency Committee.

**MOTION TO FILE THE R. O. AND DIRECT THE MAYOR TO VOTE THE BALLOT WITH NO RECOMMENDATION FROM COUNCIL**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

**RESOLUTIONS**

26. Res. No. 95-23-24 by Alderpersons Dekker and Salazar authorizing the appropriate City official to cast an official ballot for the Sheboygan County representative on the Farm Service Agenda Committee.

**MOTION TO FILE THE RESOLUTION**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

27. Res. No. 96-23-24 by Alderpersons Dekker and Rust directing Staff to develop a Complete Streets policy to improve citizen accessibility and all forms of mobility within our community and to increase safe, comfortable, and convenient travel while promoting public health and sustainable environmental practices. REFER TO PUBLIC WORKS COMMITTEE
28. Res. No. 97-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1. REFER TO FINANCE AND PERSONNEL COMMITTEE



29. Res. No. 98-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2. REFER TO FINANCE AND PERSONNEL COMMITTEE
30. Res. No. 99-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4. REFER TO FINANCE AND PERSONNEL COMMITTEE
31. Res. No. 100-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5. REFER TO FINANCE AND PERSONNEL COMMITTEE
32. Res. No. 101-23-24 by Alderpersons Salazar and Felde authorizing the Fire Chief to enter into a software contract with Locality Media, Inc. dba First Due. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
33. Res. No. 102-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing an amendment in the 2023 budget and directing the Finance Director to make an advance from the General Fund to the Redevelopment Authority Fund to fund land purchases within Tax Incremental District No. 17 ("TID 17"). REFER TO FINANCE AND PERSONNEL COMMITTEE
34. Res. No. 104-23-24 by Alderpersons Dekker and Rust authorizing Staff to file a claim in the multi-district litigation settlement of Aqueous Film-Forming Product Liability Litigation, District Court for the District of South Carolina, Master Docket No. 2:18-MN-2873-RMG. REFER TO PUBLIC WORKS COMMITTEE

## REPORT OF COMMITTEES

35. R. C. No. 132-23-24 by Finance and Personnel Committee to whom was referred Res. No. 88-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

36. R. C. No. 133-23-24 by Finance and Personnel Committee to whom was referred Res. No. 92-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Rust.

BEFORE ACTION WAS TAKEN, MOTION TO HOLD THE RESOLUTION UNTIL THE DECEMBER 4, 2023 COUNCIL MEETING

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Rust, Salazar – 4.

Voting Nay: Ackley, Mitchell, Ramey – 3.

## DISCHARGE THE FINANCE AND PERSONNEL COMMITTEE

37. MOTION TO DISCHARGE the Finance and Personnel Committee regarding Res. No. 93-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan.

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

38. Res. No. 93-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the submittal of a Substantial Amendment to the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program for the 2023 Annual Action Plan.

MOTION TO ADOPT THE RESOLUTION

Motion made by Mitchell, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

39. MOTION TO DISCHARGE the Finance and Personnel Committee regarding R. O. No. 70-23-24 by Director of Planning and Development submitting the 2022 Consolidated Annual Performance Evaluation Report (CAPER).

Motion made by Mitchell, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

40. R. O. No. 70-23-24 by Director of Planning and Development submitting the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the purpose of a presentation and public hearing to be held on November 13, 2023.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Mitchell, Seconded by Rust.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

## **GENERAL ORDINANCES**

41. Gen. Ord. No. 29-23-24 by Alderpersons Dekker and Rust amending Sections 54-397, 54-398, 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges. REFER TO PUBLIC WORKS COMMITTEE
42. Gen. Ord. No. 30-23-24 by Alderperson Felde amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located at 3021 Main Avenue - Parcel No. 59281615440 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification. REFER TO CITY PLAN COMMISSION
43. Gen. Ord. No. 31-23-24 by Alderpersons Salazar and Felde adopting new records retention schedules and making necessary amendments to the Sheboygan Municipal Code relating to the adoption. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
44. Gen. Ord. No. 32-23-24 by Alderpersons Mitchell and Filicky-Peneski amending various sections of the Sheboygan Municipal Code relating to personnel. REFER TO FINANCE AND PERSONNEL COMMITTEE

**OTHER MATTERS AUTHORIZED BY LAW – None.**

**ADJOURN MEETING**

45. Motion to Adjourn

MOTION TO ADJOURN AT 6:16 PM

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Ackley, Dekker, Felde, Mitchell, Ramey, Rust, Salazar – 7.

December 4, 2023

Resignation

William L. Bulson from the Mead Public Library Board of Trustees



December 1<sup>st</sup> 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- To be considered for appointment to the Business Improvement District Board of Directors for the 2024-2025 Term:
  - Katy Glodosy – Weill Center
  - Marlo Testwuide – HC Denison
  - David Gass – Rohde Dales
  - David (Hondo) Haneman – GM's
  - Jackie Erdman – Above and Beyond Children's Museum
  - Andrew Jackus - EOS
  - Ryan Sorenson – Mayor (City of Sheboygan Rep)

Ryan Sorenson  
Mayor  
City of Sheboygan

Office of the Mayor

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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



November 30, 2023

Pursuant to the requirements of Section 7.30 of the Wisconsin Statutes, I herewith submit for your approval the list of nominations for Election Inspectors for all elections in 2024 and 2025.

The aforementioned section of the law stipulates the manner in which Election Officials shall be chosen, and I tender my appointments as follows, to retain as much seniority and experience as is possible, while complying with the State law.

Respectfully submitted,

Mayor Ryan Sorenson

OFFICE OF THE MAYOR

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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BARBARA ADAMS U*	KAREN DAEHNERT U*	KAREN HABECK U*
CONSTANCE ALVAREZ U*	KIM DALHAIMER U*	SHAWN HAGERTY R*
CARLENE ANDERSON U*	MARY DALHAIMER U*	CARLY HAKALA R*
NANCY ANDERSON U*	SHARON DAMROW R*	PETER HAMMES U*
JOHN ARNDT U*	JANET DANKWARDT U*	MARY HANKINS U*
JACQUELINE ASHBURN U*	ARTHUR DEJONG R*	PAUL HANKINS U*
JULIE BARBE U*	CYNTHIA DEJONG R*	INGEBORG HARBACH U*
POLLY BARNES U*	DAVID DERUS U*	ANDREA HARTLAUB-PAYNE U*
SHERRY BECKER U*	KATHERINE DE SHAZER U*	DARRELL HAUSE R*
GAIL BEHNKE U*	DANIEL DEVER U*	WILLIAM HAYON U*
JEAN BEINEMANN U*	MARY DICKEY U*	ROBERT HECK U*
MARY JO BENIGER U*	JORJA DOHERTY U*	HANNIS HEICK U*
PAIGE BENISH U*	JEANNE DONOVAN U*	CASSANDRA HEINEN U*
DEBORAH BENNIN U*	JOHN DONOVAN U*	KATHLEEN HEITZMANN U*
JAMES BICHLER U*	KATHLEEN DONOVAN U*	CHRISTINE HEMMER R*
ANN BINDER U*	SHARON DULMES U*	JAMES HERING U*
CORY BOUCK R*	LEO DUNTON U*	JAMES HESS U*
KAREN BRADY U*	CAROL DUSSAULT U*	JULIE HESS U*
RHONDA BRAMI R*	CHARLES EBERT U*	LEAH HIBL U*
ANDREW BRANDL U*	LAURA ENGSTROM U*	BONNIE HILL U*
JANICE BRANDT U*	KAY JOANN ERHARDT U*	JAMES HILL U*
ROSANNE BRANDT R*	JANET ESLER U*	KAREN HILT U*
JOANNE BRAUN U*	JANETTE FAUL U*	KURT HOFMANN U*
ROBERT BRAUN JR U*	KATHLEEN FIELDS U*	JOHN HOLZWART U*
SANDRA BRICKNER U*	ANNALISE FLYNN U*	ELIZABETH HUELLER U*
VERONIQUE BRITO R*	BONNIE FOY U*	ANGELA HULLIN U*
JANELLE BRUGGINK U*	MATTHEW FRIAUF U*	RUSSELL JANISZEWSKI U*
JEFFREY BRUGGINK U*	JUDY GASPER R*	MARTHA JENSEMA U*
LEANNE BRULLA U*	MARJORIE GIESEN R*	CHARLEEN JOHNSON U*
ADELINE BRUNETTE U*	DEBRA GILL U*	LORI JOHNSON U*
TRACY BRUNETTE U*	STEVEN GILL U*	KATIE JOHNSTON U*
KATHLEEN BUDNIK U*	MARY ELIZABETH GLASS TOWNE U*	PATRICIA JUAREZ U*
FRANCES BURGARD U*	JUDY GMACH U*	JEFFREY JUSTUS U*
DEBORAH BURGARD U*	JEANNE GOES U*	SHEILA KADING U*
WILLIAM BURTON U*	MARY GOLDBECK U*	KATHLEEN KARLS U*
JACQUELINE CAMPBELL R*	ELIZABETH GOTWALD U*	JANE KAUTZER R*
RANDELL CAMPBELL U*	MARY GRAPENTINE U*	JULIE KELLY U*
KRISTIN CASEY-BOOTH U*	EVELYN GREEN U*	ROXANN KEMPFERT U*
KATIE CHECOLINSKI U*	PARTICIA GRGIC U*	BARBARA KEMPEN U*
MICHAEL CLOSE U*	CLAIRE GROHSKOPF U*	JANE KETTLER U*
JANICE CONWELL R*	DAVID GROHSKOPF U*	JAY KIDDER U*
LUCILLE COUGHLIN U*	JESSICA GROSSHUESCH U*	DANA KIRCHSTEIN U*
JERRY CRAMLET U*	RUTH GROSSHUESCH U*	KELLI KISIOLEK U*
COLIN CROCKER U*	FAITH GRUBER U*	THOMAS KLEEFISCH U*
KRISTINE CVETAN U*	SUSAN GUSTKE U*	LAURA KLEMM U*



JAN KLIEJUNAS U*	JEFF MIDDLESWORTH U*	PATRICIA RYAN U*
JEANNE KLIEJUNAS U*	JOANNE MIDDLESWORTH U*	JOANNE SALAS U*
CONNIE KNOP R*	MARILYN MILLER U*	JILL SANDVEN D*
MAUREEN KOBER U*	MICHELLE MILLER U*	KAY SBARBARO U*
JEANNE KOBUSZEWSKI R*	BRENDA MINSTER U*	WILMA SCHARRER U*
FRANK KOCZAN U*	BEVERLY MIOSKOWSKI U*	FRANCES SCHNEIDER U*
MARY KOCZAN U*	CELENE MOELLER U*	LEE SCHNEIDER D*
LENNY KOVACICH U*	MAI-LINH MORGAN U*	JESSICA SCHOUTEN U*
THOMAS KROLL R*	WILLIAM NOVAK U*	AMY SCHULZE U*
LAVERNE KRUEGER U*	MARY NOWACKI U*	SUZANNE SCHULTZ U*
RACHAEL KRUEGER U*	KELLY OLSEN U*	VALORIE SCHULTZ U*
MARY KUEHL U*	RICK OSTERHAUS U*	WAYNE SCHULTZ U*
ANN-MARIE LANCASTER U*	JEANNE PFEIFFER U*	GLORIA SCHWARTEN U*
CINDY LAPAN U*	WILLIAM PHEBUS U*	MANDA SCHWARTZ U*
GERALYN LEANNAH U*	ELISABETH PICKEL U*	DORIS SCHWEBEL U*
DEBRA LEIDY U*	JANICE PIERSON U*	AMY SHEAR U*
VICKI LEONHARDT U*	RITA PITTENGER U*	NADIA SHEELEY U*
MARTHA LEPPANEN U*	WILLIAM PITTENGER U*	JANE SHOEMAKER D*
EARL LILYQUIST U*	CANDACE PITTS U*	JANET SLY U*
MERLIN LIMBERG R*	KRISTIN PLUCAR U*	JENNIFER SMITH U*
CAMERON LITT U*	STEPHEN POETZ U*	JERRY SMITH U*
LYNN LITT U*	JUDITH POOL R*	LINDA SMITH U*
KATHLEEN LOEWEN U*	TIMOTHY POOL R*	MARY SMITH U*
MARY MARGARET LUBACH U*	ERIC PORTER U*	CHERYL SOHN D*
RUTH LUEDTKE R*	DANIEL PRAGATZ U*	ELIZABETH SPANGLER U*
JULIE LUTZKE U*	MICHELLE QUASIOUS U*	MICHAEL SPANGLER U*
MARY LUTZKE U*	MARY RAFTERY U*	SUZANNE SPELTZ U*
PETER MADDEN D*	JILL RECHTFERTIG U*	NINA STAPEL U*
DEBBI MAHLER U*	PETER RECHTFERTIG U*	STEVEN STAUBER U*
LYNETTE MARKS U*	JENNIFER REDELL U*	TOM STECKEL U*
KAREN MARTIN U*	AMBER REIMER U*	JOELLE STEFFEN U*
MARY BETH MARTIN U*	DAVID REINEKING U*	WILLIAM STEFFEN U*
SERENA MAXWELL U*	PAMELA REISS U*	LAURA STEINER U*
HARVEY MCBROOM U*	DIANE REMY U*	KIM STEPHENS U*
NORMA MCBROOM U*	AUSTIN REYNOSO U*	DAVID STROHSCHOEN U*
TAYLOR MCCALL R*	KATHARINE RICHARDS U*	PAT STRYSICK U*
SHARON MCCORMICK U*	NANCY RIGGS U*	DAVID STUCKMANN U*
CHRISTINE MCFADZEN U*	ANNA RISCH U*	PATRICIA TARNOWSKI U*
VICKI MENUGE R*	LYNN ROBERTS U*	KIMBERLY TAUSCHECK U*
JANET MERTENS U*	CHRISTINE ROENITZ U*	NATHANIEL TENBROEKE R*
COHEN MERVINE U*	LAURA ROENITZ U*	NANCY TESELLE U*
JAMES MEYER U*	RHONDA ROESCH U*	LIESL TESTWUIDE RICE U*
STACY MEYER U*	RICK ROESCH U*	GARY THELEN R*
SUE MEYER U*	LUANN ROMAN U*	LINDA THIEL U*
SUSAN MEYER U*	DOROTHY ROSE U*	WILSON TOWNE U*
TERI MEYER U*	PEGGY ROTHE U*	LINDA VALDEZ U*

JAMES VAN AKKEREN U*		
SHERRIL VANDENBERG D*		
MARY VAN DER PUY U*		
JUDY VAN WATTINGEN R*		
MARY VINCENT-SAMET D*		
ELLEN VOJTA R*		
EMILY VRBENSKY U*		
THOMAS WAGNER U*		
RONALD WAKEFIELD U*		
BILL WALLACE R*		
GAIL WALLACE U*		
JANE WANEZEK U*		
CAROL WASIELEWSKI U*		
MARY WEAVER U*		
PATRICIA WEBER U*		
CYNTHIA WEINA U*		
STEVEN WEINA U*		
STEPHEN WELCH U*		
RORY WETTSTEIN U*		
CHRISTINE WIECK U*		
BARBARA WIESE U*		
JOHN WILEY R*		
LUCINDA WILLER U*		
JAMES WILLIAMS U*		
KRISTINE WILLIAMS D*		
LORI WILLIAMS U*		
JULIE WILSON U*		
WENDY WIRTH-BROCK U*		
DEBBRA WOODARD U*		
DANIEL WORTH U*		
ASHLEIGH YONKE U*		
PRISCILLA ZABEL U*		
LINDA ZAJKOWSKI U*		
MARCIA ZINK U*		
JULIAN WILSON U*		

REPUBLICAN PARTY = R\*

DEMOCRATIC PARTY = D\*

UNAFFILIATED = U\*

## Election Inspectors Nomination List 2024-25 Election Cycle

Dear **Meredith Debruin**, (municipal clerk City of Sheboygan)


Pursuant to Wis. Stat. §7.30, and for the purposes of nominating Republican Election  
Inspectors in **Sheboygan** County,  
(county)

I, **Russ Otten**, **County Party Chair** of the Republican Party of **Sheboygan** County  
(name) (position) (county)

hereby nominate the named individuals attached.

### Certification

I, hereby, certify that each nominee whose name appears on this list has been contacted  
individually and each nominee on this list has agreed to serve as an election inspector.

  
\_\_\_\_\_  
County Party Chair

11/27/23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
County Party Membership Chair

11/27/23  
\_\_\_\_\_  
Date

Please do not hesitate to contact me or the membership chair with any questions or if  
you need any additional information.

**Russ Otten** – County Party Chair  
[ottenruss@reagan.com](mailto:ottenruss@reagan.com)  
920.207.3894

**Judy Van Watten** – County Party Membership Chair  
[judyvanwattngen@gmail.com](mailto:judyvanwattngen@gmail.com)  
920.980.2074

**City of Sheboygan Poll Workers 2024/25**

Eileen	Bailey	Sheboygan	53083
Cory	Bouck	Kohler	53044
Rhonda	Brami	Sheboygan	53081
Rosanne	Brandt	Sheboygan	53081
Veronique	Brito	Sheboygan	53083
Jacqueline	Campbell	Sheboygan	53083
Jan	Conwell	Sheboygan	53081
Sharon	Damrow	Sheboygan	53081
Cynthia	Dejong	Sheboygan	53081
Arthur	Dejong	Sheboygan	53081
Judy	Gasper	Plymouth	53073
Marge	Giesen	Sheboygan	53081
Shawn	Hagerty	Howards Grove	53083
Carly	Hakala	Sheboygan	53083
Darrell	Hause	Sheboygan	53083
Christine	Hemmer	Sheboygan	53081
Phillip	Jones	Sheboygan	53083
Jane	Kautzer	Sheboygan	53083
Connie	Knop	Sheboygan	53081
Jeanne	Kobuszewski	Sheboygan	53081
John	Korb	Sheboygan	53081
Thomas	Kroll	Sheboygan	53081
Merlin	Limberg	Plymouth	53073
Ruth	Luedtke	Sheboygan	53083
Taylor	Mccall (Noel)	Sheboygan	53081
Joseph	Medinger	Sheboygan	53081
Vicki	Menuge	Sheboygan	53081
Jennifer	Olenick	Sheboygan	53081
Roger	Oliver	Sheboygan	53083
Kathy	Pommer	Sheboygan Falls	53085
Judith	Pool	Sheboygan	53081
Tim	Pool	Sheboygan	53081

Isabel	Rivera	Sheboygan	53081
Nate	Tenbroeke	Sheboygan	53081
Gary	Thelen	Sheboygan Falls	53085
Judy	Van Wattingen	Sheboygan	53083
Ellen	Vojta	Sheboygan	53081
Bill	Wallace	Sheboygan	53081
John Ben	Wiley	Plymouth	53073
LilliAnn	Zufelt	Sheboygan Falls	53085
Germaine	Souik	Sheboygan	53081

**City of Sheboygan SVD 2024/25**

<b>First</b>	<b>Last</b>	<b>City They Live</b>	<b>ZIP</b>				
Cynthia	Dejong	Sheboygan	53081				
Arthur	Dejong	Sheboygan	53081				
Marge	Giesen	Sheboygan	53081				
Christine	Hemmer	Sheboygan	53081				
Judy	Van Wattingen	Sheboygan	53083				



# **SHEBOYGAN COUNTY DEMOCRATIC PARTY**

816 Erie Avenue  
Sheboygan WI 53081  
November 28, 2025

Mayor Ryan Sorenson  
City Clerk Meredith DeBruin  
City of Sheboygan  
828 Center Avenue  
Sheboygan WI 53081

Re: Nomination of Election Inspectors/Poll Workers

Dear Mayor Sorenson and Clerk DeBruin:

Pursuant to the provisions of Wis. Stats. § 7.30, the Sheboygan County Democratic Party nominates the following persons to serve as election inspectors/poll workers in City of Sheboygan in 2024 and 2025.

- Mary Kay Vincent-Samet, Sheboygan WI 53083
- Jill Sandven, Sheboygan WI 53083
- Jane Shoemaker, Sheboygan WI 53083
- Sherrill Vandenberg, Sheboygan WI 53083
- Lee Schneider, Sheboygan WI 53081
- Lora Hagen, Sheboygan WI 53081
- Kristine Williams, Sheboygan WI 53081
- Cheryl Sohn, Sheboygan WI 53081
- Barbara Bubb, Sheboygan WI 53083
- Peter Madden, Sheboygan WI 53081

I have personally contacted each individual and certify that each has agreed to serve as an election inspector/poll worker for said term.

Thank you very much for your attention to this matter.

Mary Lynne Donohue  
Co-chair, Sheboygan County Democratic Party





816 Erie Avenue  
Sheboygan WI 53081  
November 30, 2025

Mayor Ryan Sorenson  
City Clerk Meredith DeBruin  
City of Sheboygan  
828 Center Avenue  
Sheboygan WI 53081

Re: Nomination of Special Deputy Election Inspectors

Dear Mayor Sorenson and Clerk DeBruin:

As an amendment to the election inspector/poll worker list submitted by the Sheboygan County Democratic Party on November 29, 2023, please be advised that the following individuals wish to be nominated as special voting deputies.

- Kristine Williams ..... Sheboygan WI 53081
- Peter Madden, ..... Sheboygan WI 53081

Thank you for your attention to this matter.

Mary Lynne Donohue  
Co-chair, Sheboygan County Democratic Party



December 1st 2023

TO THE HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

- Jim Hollister to be considered for appointment to the Mead Public Library Board of Trustees

Ryan Sorenson  
Mayor  
City of Sheboygan

**Office of the Mayor**

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

920-459-3317  
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November 17<sup>th</sup> 2023

HONORABLE MEMBERS OF THE COMMON COUNCIL

Pursuant to section 2-550(b) of the Sheboygan Municipal Code relating to the position of the Director of Human Resources and Labor Relations, we hereby recommend that Kelly Hendee be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective December 5th 2023.

Ryan Sorenson  
Mayor

Casey Bradley  
City Administrator

CITY HALL  
828 CENTER AVE.  
SHEBOYGAN, WI 53081

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

## KELLY A. HENDEE

### PROFILE

Accomplished and versatile human resources professional with over 20 years of experience and training in human resources strategic management practices/strategies and key initiatives integration. Offer expertise in the on-boarding process and employee relations, coupled with policy/procedural development. Experienced in union negotiations, exemplary skills in providing employee counseling, management and organization initiatives in the areas of coaching/mentoring, compensation, employee-related issues and associated projects. Versed in daily HR operations and operational systems development and implementation. Dynamic and trusted advisor well versed in business practices, labor law, and employment regulations.

- HR policies and procedures
- Recruitment
- Turnover Management
- Performance Appraisals
- Labor Law
- Training and Development
- Benefits Administration
- Staff Retention
- Compensation Management
- Worker's Compensation
- Orientation/Onboarding
- Investigations
- Mediation/Dispute Resolution

- Utilize an “open door” policy to acknowledge employee problems or concerns in a timely manner.
- Valuable experience in managing HR practices/strategies and integrating HR initiatives in support of core business/organizational functions.
- Key member of leadership team with strengths in policy and procedure development.

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### PROFESSIONAL EXPERIENCE

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#### Human Resources Director – County of Door – Sturgeon Bay, WI USA

2008-2023

Develop operational policies and procedures to align with current culture. Implemented training and programs to enhance the employee experience and reduce liability through improved communications and HR practices. Serve as a liaison between employees and insurance company. Implemented HRIS system from manual process, including major upgrade to enhanced HRIS system. Ensure compliance with labor laws. Created performance review process. Coordinate liability management training.

Oversaw all aspects of recruiting, onboarding, insurance, benefits, policy.

- Created the organizations onboarding process, including manual to online application process.
- Brought job descriptions into compliance with ADA guidelines.
- Workforce Development – worked closely with management to restructure departments and realign job duties.
- Wrote several policies and procedures, such as Remote Work, Performance Evaluation, Family Medical Leave and Unpaid Leave Policy.
- COVID – 19 – created and communicated several policies to comply with Federal Family Medical Leave changes. Worked with the State of WI to provide employees a Workshare Program during covid which allowed their benefits to remain intact.

#### Human Resources Analyst – City of Beloit – Beloit, WI USA

2003-2008

Developed hiring processes to recruit, and onboard employees. Administrator for the Civil Service Commission, process over 200 applications, set up all testing aspects of recruitment process, hire and onboard. Worked closely with management to resolve labor relations conflicts. Created and provided training for a Customer Service Program for all employees, along with six (6) other relevant trainings per year. City's Affirmative Action Program Coordinator. Assisted with City's Personnel and Payroll system, job analysis, and administration of compensation program.

Additional Experience

Human Resources Generalist – Monterey Mills, Janesville, WI	2001-2003
Human Resources Assistant - Prent Corporation, Thermoforming – Janesville, WI	1998-2001

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### ADDITIONAL QUALIFICATIONS

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*Education:* B.A., Business Management, minor: Human Resources Management – Cardinal Stritch University, Milwaukee, WI. Graduated Magna Cum Laude  
 Certificate in Human Resources Management – Cardinal Stritch University, Milwaukee, WI  
 Human Resources Management – UWM – Milwaukee  
 Professional in Human Resources, PHR – Certified

*Leadership:* Vice President Elect, and Legislative Chair for Blackhawk Human Resources Association  
 President of Wisconsin Association of County Personnel Directors  
 Board member – Wisconsin Public Employer Labor Relations Association  
 Society of Human Resources Management member since 2001

**CITY OF SHEBOYGAN  
HEARING 4-23-24**

**DECEMBER 4, 2023.**

Pursuant to letters served and a notice published by the City Clerk, there is a hearing scheduled this evening for the purpose of the vacation and discontinuance of the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

All interested parties will now be heard.

Publish – November 10<sup>th</sup>, 17<sup>th</sup> and 24<sup>th</sup>

In Classified

NOTICE OF PUBLIC HEARING  
ON DISCONTINUANCE OF ALLEYWAY

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

WHEREAS, pursuant to Sec. 66.1003(8)(b) of the Wisconsin Statutes, a notice shall be published setting forth when said resolution will be acted upon.

NOTICE IS THEREFORE GIVEN

That said Resolution will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin on Monday, the 4<sup>th</sup> day of December, 2023 at 6:00 P.M.

MEREDITH DEBRUIN  
City Clerk





## Order Confirmation

Not an Invoice

Account Number:	1012694
Customer Name:	Sheb, City Of,Legal Acct
Customer Address:	Sheb, City Of,Legal Acct 828 Center AVE # 110 Accounts Payable Sheboygan WI 53081-4442
Contact Name:	ACCT SHEB, CITY OF,LEGAL
Contact Phone:	
Contact Email:	
PO Number:	

Date:	10/23/2023
Order Number:	9438706
Prepayment Amount:	\$ 0.00

Column Count:	1.0000
Line Count:	1.0000
Height in Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
SHE sheboyganpress.com	3	11/10/2023 - 11/24/2023	Govt Public Notices
SHE Sheboygan Press	3	11/10/2023 - 11/24/2023	Govt Public Notices

Order Confirmation Amount	\$43.00
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**Ad Preview**

NOTICE OF PUBLIC HEARING  
ON DISCONTINUANCE OF ALLEYWAY  
WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley east of North 9th Street, located in Block 127 of the Original Plat.

WHEREAS, pursuant to Sec. 66.1003(8) (b) of the Wisconsin Statutes, a notice shall be published setting forth when said resolution will be acted upon.

NOTICE IS THEREFORE GIVEN  
That said Resolution will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin on Monday, the 4th day of December, 2023 at 6:00 P.M.

MEREDITH DEBRUIN

City Clerk

11/10, 17, 24, 2023 WNAXLP

# Affidavit of Process Server

Item 11.

Check here if: ☐ DILHR or ☐ USDC ☐ Dist of ☐

State of Wisconsin  
Court Appearance  
In RE: The Matter of:

County of SHEBOYGAN  
Case Number

## NOTICE FROM CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT RE: RESOLUTION RE: VACATION OF ALLEY

I, the undersigned, am an adult resident of the state and not a party to the action. I hereby certify that on 10/26/23 at 3:00pm.,  
I duly served/or attempted to serve, (See non-service section)

NAME: **TRINITY EV LUTHERAN CONGREGATION**

☐ DEFENDANT

☐ PETITIONER

☐ TENANT

☐ PLAINTIFF

☒ RESPONDENT

☐ OTHER ATTEMPT DATES

☐ GARNISHEE DEFENDANT

☐ WITNESS

by serving: **Chris Melcher, Office Manager, at 824- Wisconsin Avenue Sheboygan, WI. 53081**

### Manner of Service:

☐ Personal Service

☒ Corporate Service: by leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.

☐ Substitute Service: by leaving true & correct copies of the above documents with a competent member of the family/abode over the age of 14, and

informed that person of the contents thereof. (See other attempt dates)

☐ By posting copies in a conspicuous manner to the address of the person/entity being served. (Use only for evictions)

☐ Copies of the documents were mailed by prepaid, first class mail on: Date From

**Non-Service:** after due search, careful inquiry and diligent attempts at the address(s) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

☐ Unknown at address

☐ Moved, no forwarding

☐ Refuses to cooperate in acceptance

☐ Address does not exist

☐ Evading

☐ Service canceled by litigant

☐ Not home three attempts

☐ Unable to serve in a timely fashion

☐ Search was conducted,

whereabouts unknown

### Type of Documents

- **NOTICE Re: Council Resolution to Vacate and Discontinue Alley**

At the time of service, I did place upon it the date, time, manner and my name, leaving a true and correct copy thereof, and that the server knew the person so served to be the defendant (or other) mentioned and named therein.

NUMBER OF ATTEMPTS: 1

NUMBER OF ADDRESSES ATTEMPTED (if more than one)

SERVICE FEE \$ 50.00

GARNISHEE FEES \$

MAILING FEE \$

WITNESS FEE \$

SEARCH FEE \$

MILEAGE \$

Server's Name: Bob V. Wallace  
(Print name)

Server's Signature: Bob Wallace

Subscribed and sworn before me  
This is the 27th day of October 2023

Sheboygan Private Police  
Sheboygan, WI 53081

Lina R. Markic  
NOTARY PUBLIC, State of Wisconsin  
My Commission expires on 12/19/2023

November 1, 2023

TRINITY EV LUTHERAN CONG  
824 WISCONSIN AVENUE  
SHEBOYGAN, WI 53081

Dear Property Owner:

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

Notice is hereby given that said Resolution will be heard and acted upon at a regular meeting of said Common Council to be held in Council Chambers of City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin, Monday, the 4<sup>th</sup> day of December, 2023 at 6:00 P.M.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,



MEREDITH DEBRUIN, City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Duty served this 26<sup>th</sup> day of October 20<sup>23</sup>  
at 9:00 AM PM UPON Chris Melcher, Office Mgr  
as personal or substituted service  
at 824 Wisconsin Ave. SHEBOYGAN  
(Street address or location) (City, Town, Village)  
SHEBOYGAN County, Wisconsin  
by Bob Wall Title Process Server  
Sheboygan Private Police

# Affidavit of Process Server

Item 11.

Check here if: ☐ DILHR or ☐ USDC ☐ Dist of ☐

State of Wisconsin  
Court Appearance  
In RE: The Matter of:

County of SHEBOYGAN  
Case Number

## NOTICE FROM CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT RE: RESOLUTION RE: VACATION OF ALLEY

I, the undersigned, am an adult resident of the state and not a party to the action. I hereby certify that on 10/26/23 at 3:05pm.,  
I duly served/or attempted to serve, (See non-service section)

### NAME: SHEBOYGAN PARKING UTILITY

☐ DEFENDANT

☐ PLAINTIFF

☐ GARNISHEE DEFENDANT

☐ PETITIONER

☒ RESPONDENT

☐ WITNESS

☐ TENANT

☐ OTHER ATTEMPT DATES

by serving: **Derek Muench, Director, Sheboygan Transit**, at 828- Pennsylvania Avenue, Sheboygan, WI. 53081

### Manner of Service:

☐ Personal Service

☒ Corporate Service: by leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.

☐ Substitute Service: by leaving true & correct copies of the above documents with a competent member of the family/abode over the age of 14, and

informed that person of the contents thereof. (See other attempt dates)

☐ By posting copies in a conspicuous manner to the address of the person/entity being served. (Use only for evictions)

☐ Copies of the documents were mailed by prepaid, first class mail on: Date From

**Non-Service:** after due search, careful inquiry and diligent attempts at the address(s) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

☐ Unknown at address

☐ Moved, no forwarding

☐ Refuses to cooperate in acceptance

☐ Address does not exist

☐ Evading

☐ Service canceled by litigant

☐ Not home three attempts

☐ Unable to serve in a timely fashion

☐ Search was conducted,

whereabouts unknown

### Type of Documents

- **NOTICE Re: Council Resolution to Vacate and Discontinue Alley**

At the time of service, I did place upon it the date, time, manner and my name, leaving a true and correct copy thereof, and that the server knew the person so served to be the defendant (or other) mentioned and named therein.

NUMBER OF ATTEMPTS: 1

NUMBER OF ADDRESSES ATTEMPTED (if more than one)

SERVICE FEE \$ 50.00

GARNISHEE FEES \$

MAILING FEE \$

WITNESS FEE \$

SEARCH FEE \$

MILEAGE \$

Server's Name: Bob V. Wallace  
(Print name)

Server's Signature: Bob Wallace

Subscribed and sworn before me  
This is the 27th. day of October 2023

Sheboygan Private Police  
Sheboygan, WI 53081

Dana R. Mackie  
NOTARY PUBLIC, State of Wisconsin  
My Commission Expires on 11/19/2023

November 1, 2023

SHEBOYGAN PARKING UTILITY  
821 NIAGARA AVENUE  
SHEBOYGAN, WI 53081

Dear Property Owner:

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

Notice is hereby given that said Resolution will be heard and acted upon at a regular meeting of said Common Council to be held in Council Chambers of City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin, Monday, the 4<sup>th</sup> day of December, 2023 at 6:00 P.M.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,



MEREDITH DEBRUIN, City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Duty served this 26th day of October 2023  
at 9:05 AM PM UPON Derek Muench Director  
CORPORATE SHEBOYGAN TRANSIT  
as personal or substituted service  
at 808 Pennsylvania Ave. Sheboygan  
(Street address or location) (City, Town, Village)  
Sheboygan County, Wisconsin  
by Bob Wallace Title Process  
Sheboygan Private Police

# Affidavit of Process Server

Item 11.

Check here if:      DILHR or      USDC      Dist of     

State of Wisconsin  
Court Appearance  
In RE: The Matter of:

County of SHEBOYGAN  
Case Number

## NOTICE FROM CITY OF SHEBOYGAN DEPARTMENT OF CITY DEVELOPMENT RE: RESOLUTION RE: VACATION OF ALLEY

I, the undersigned, am an adult resident of the state and not a party to the action. I hereby certify that on 10/30/23 at 3:35 pm, I duly served or attempted to serve, (See non-service section)

NAME: **Sheboygan Community Theater Foundation, Inc, N/K/A/ Weill Center Foundation. Inc**

☐ DEFENDANT ☐ PETITIONER ☐ TENANT  
☐ PLAINTIFF ☒ RESPONDENT ☐ OTHER ATTEMPT DATES  
☐ GARNISHEE DEFENDANT ☐ WITNESS

by serving: **Katy Glodosky, Executive Director** at 826-N. 8th. Street Sheboygan, WI. 53081

### Manner of Service:

☐ Personal Service  
☒ Corporate Service: by leaving, during office hours, copies at the office of the person/entity being served, leaving same with the person apparently in charge thereof.  
☐ Substitute Service: by leaving true & correct copies of the above documents with a competent member of the family/abode over the age of 14, and  
informed that person of the contents thereof. (See other attempt dates)

☐ By posting copies in a conspicuous manner to the address of the person/entity being served. (Use only for evictions)

☐ Copies of the documents were mailed by prepaid, first class mail on: Date      From     

**Non-Service:** after due search, careful inquiry and diligent attempts at the address(s) listed above, I have been unable to effect process upon the person/entity being served because of the following reason(s):

☐ Unknown at address ☐ Moved, no forwarding ☐ Refuses to cooperate in acceptance  
☐ Address does not exist ☐ Evading ☐ Service canceled by litigant  
☐ Not home three attempts ☐ Unable to serve in a timely fashion ☐ Search was conducted,  
whereabouts unknown

### Type of Documents

- **NOTICE Re: Council Resolution to Vacate and Discontinue Alley**
- 

At the time of service, I did place upon it the date, time, manner and my name, leaving a true and correct copy thereof, and that the server knew the person so served to be the defendant (or other) mentioned and named therein.

NUMBER OF ATTEMPTS: 1

NUMBER OF ADDRESSES ATTEMPTED (if more than one)

SERVICE FEE \$ 50.00  
GARNISHEE FEES       
MAILING FEE \$     

WITNESS FEE \$       
SEARCH FEE \$       
MILEAGE \$     

Server's Name: Bob V. Wallace  
(Print name)

Server's Signature: Bob V. Wallace

Subscribed and sworn before me  
This is the 30 th. day of October 2023

Sheboygan Private Police  
Sheboygan, WI 53081

Rima D. Markic  
NOTARY PUBLIC, State of Wisconsin  
My Commission expires on 11/19/2023

November 1, 2023

SHEBOYGAN COMMUNITY THEATER FOUNDATION, INC  
N/K/A WEILL CENTER FOUNDATION, INC  
826 N 8<sup>TH</sup> STREET  
SHEBOYGAN, WI 53081

Dear Property Owner:

WHEREAS, a Resolution has been introduced for the vacation and discontinuance of the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

Notice is hereby given that said Resolution will be heard and acted upon at a regular meeting of said Common Council to be held in Council Chambers of City Hall, 828 Center Avenue, in the City of Sheboygan, Wisconsin, Monday, the 4<sup>th</sup> day of December, 2023 at 6:00 P.M.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,



MEREDITH DEBRUIN, City Clerk  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Duly served this 30th

at 3:35 AM ☒ PM

Corporation  
as personal or substituted

at 826 - N. 8th St.  
(Street address or location)

SHEBOYGAN

by Brian V. Wall

Sheboygan

October 20 23

Weill Center Foundation

By: Katy Glodowsky - Executive Director

SHEBOYGAN  
(City, Town, Village)

County, Wisconsin

Title Process Server

a Police



**CITY OF SHEBOYGAN  
R. C. 143-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 97-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1; recommends adopting the Resolution.

Committee:


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 97-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 20, 2023.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1.

RESOLVED: That the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 1, which is that area of the City generally bounded by N. 7th St. on the east, N. 9th St. on the west, Ontario Ave. on the north, and Center Ave. on the south, and more particularly described as Blocks 105, 106, 127, 129, 130, 152 and the north one-half of Block 151, all in the Original Plat of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2024. Any payments received after May 1, 2024, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-95, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2023, as is set forth in Sheboygan Municipal Code § 50-95.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 144-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 98-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 98-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 20, 2023.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2.

RESOLVED: That the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 2, which is that area of the City generally bounded by a line described as commencing at the SW corner of Virginia Ave. and Riverfront Dr., also described as the NE corner of Lot 1, Blk. 205 of the Original Plat of the City of Sheboygan, thence W. 240' along the S.L. of Virginia Ave. to the NW corner of Lot 4, Blk. 205, original Plat (O.P.), thence S. 273' along the W. lot line of Lots 4 and 9, Blk. 205, O.P., thence E. 50' at a right angle to the W. lot line of Lot 9, Blk. 205, O.P., thence S. 125' parallel with said lot line to the S.L. of New Jersey Ave., thence W. 50' along said S.L. to the W. lot line of Lot 4, Blk. 211, O.P., thence S. 90' along said lot line, thence E. 103.12; at a right angle to said lot line to the Wly line of Riverfront Dr., thence SWly 246.89' along said Wly line to an intersection with the W. lot line of Lot 9, Blk. 211, O.P., and the N.L. of Maryland Ave., as originally platted, thence 60' S. to the S.L. of Maryland Ave., thence 60' E. along the said S.L. to the W. lot line of Lot 3, Blk. 234, O.P., thence S. 145', more or less, along said lot line to the NWly shore of the Sheboygan River, thence NEly downstream along said shore to the N.L. of Virginia Ave., thence W. 245', more or less, along said N.L. to the E.L. of Riverfront Dr., thence 80' S. along extension of said E.L. to the S.L. of Virginia Ave., thence 66' W. along said S.L. to the point of beginning, being a part of the NE ¼ of the NW¼ of Sec. 26, T15N, R23E.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2024. Any payments received after May 1, 2024, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-131, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2023, as is set forth in Sheboygan Municipal Code § 50-131.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 145-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 99-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4; recommends adopting the Resolution.

Committee:


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 99-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 20, 2023.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4.

RESOLVED: That the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 4 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 4, which is that area of the City bounded by a line described as commencing at the intersection of the centerline of S. 12<sup>th</sup> St. with the S. r.o.w. of Clara Ave, thence W. to the NW corner of Lot 1, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of Lot 48, Blk. 6, Assessment Subd. No. 19, thence E. to the SE. corner of Lot 46, Blk. 6, Assessment Subd. No. 19, thence W. to the SE corner of said Lot 46, thence S. to the SW corner of Lot 43, Blk. 6, Assessment Subd. No. 19, thence W. to the NW corner of Lot 40, Blk. 6, Assessment Subd. No. 19, thence S. to the SW corner of said lot, thence E. to the NE corner of Lot 39, Blk. 6, Assessment Subd. No. 19, thence S. to the SE corner of Lot 35, Blk. 6, Assessment Subd. No. 19, thence E. to the SE corner of Lot 2, Blk. 7, Assessment Subd. No. 19, thence N. to the NE corner of said Lot 2, thence E. to the NE corner of Lot 1, Blk. 7, Assessment Subd. No. 19 thence S. along the E.L. of said Lot 1 to a point in said E.L. opposite the Wly extension of the S.L. of Lot 17, Blk. 8, Assessment Subd. No. 19, thence E. to the SE corner of said Lot 17, thence N. to the NE corner of Lot 15, Blk. 8, Assessment Subd. No. 19, thence N. along said centerline to point of beginning.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2024. Any payments received after May 1, 2024, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.



BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-188, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2023, as is set forth in Sheboygan Municipal Code § 50-188.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 146-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 100-23-24 by Alderpersons Mitchell and Filicky-Peneski expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 100-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 20, 2023.**

A RESOLUTION expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5.

RESOLVED: That the 2023 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5 is hereby proposed to be assessed against all benefited property within the Parking Assessment District No. 5, which is that area of Lots 1 through 9 and Lot 11, South Pier Subdivision, of the City of Sheboygan.

BE IT FURTHER RESOLVED: That all special assessments levied hereunder shall be collected and paid on or before May 1, 2024. Any payments received after May 1, 2024, shall be charged interest at the rate of one percent (1%) per month or fraction thereof.

BE IT FURTHER RESOLVED: That the Finance Department shall prepare a report in accordance with Wis. Stat. § 66.0703(4) and (5), and that such report shall contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police powers
- e. A statement that the property against which the assessments are proposed is benefited.

BE IT FURTHER RESOLVED: That the Finance Department prepare the schedule of the proposed assessments governing this matter under the provisions of Sheboygan Municipal Code § 50-223, and after completion of the schedule, submit copies to the City Clerk for the purpose of public hearing and public notice.

BE IT FURTHER RESOLVED: That the report described above need not be prepared by December 31, 2023, as is set forth in Sheboygan Municipal Code § 50-223.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

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Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 142-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred R. O. No. 72-23-24 by City Clerk submitting the Tax Levy Certification for the 2023-2024 School Year from the Sheboygan Area School District; recommends filing the report.

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. 72-23-24**

**BY CITY CLERK.**

**NOVEMBER 20, 2023.**

Submitting the Tax Levy Certification for the 2023-2024 School Year from the Sheboygan Area School District.



# SHEBOYGAN AREA

— SCHOOL DISTRICT —

Item 17.

October 31, 2023

City of Sheboygan  
Municipal Clerk - Meredith DeBruin  
828 Center Avenue  
Sheboygan, WI 53081-4442

Dear Ms. DeBruin,

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2023-2024 school year:

School Levy	\$34,327,087.00
Recreation Levy	\$ 1,356,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke  
Assistant Superintendent  
Business and Operational Services

Enclosure (1)

**Department of Business and Operational Services**

3330 Stahl Road • Sheboygan, WI 53081 • **PHONE:** 920-459-3523 • **FAX:** 920-459-6714

.....  
[www.sheboygan.k12.wi.us](http://www.sheboygan.k12.wi.us)



Wisconsin Department of Public Instruction  
**PI-1508 TAX LEVY CERTIFICATION**  
 ss. 24.71, 120.17(8)

**Instructions:** This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10**  
 (Ref Wisconsin Statute s.120.12(3))

### 2023-2024 School Year

<b>T O</b>	① Municipal Clerk:	<b>MEREDITH DEBRUIN</b> 828 CENTER AVE SHEBOYGAN, WI 53081-4442	② Municipality:	City of Sheboygan
			③ County:	Sheboygan

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$5,635,267,369.00	\$3,776,735,821.00
⑤ Percent of Entire School District	100.000000%	67.019639%
⑥ <b>Total Levy</b>	<b>\$34,327,087.00</b>	<b>\$23,048,930.01</b>

### CERTIFICATION

**I HEREBY CERTIFY** the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17(8). The state superintendent, pursuant to s. 120.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

<b>F R O M</b>	Name of School District	School District Clerk
	Sheboygan Area School District (5271)	Susan Heim
	Signature of School District Clerk	<i>[Signature]</i>
	Signature of Notary Public	<i>[Signature]</i>
Signed before me this date		My Commission Expires
10/30/2023		9/13/2027

NOTARY SEAL

Wisconsin Statutory References:  
 s. 120.17(8)  
 s. 120.44  
 s. 121.06(2)

Mail tax settlement to:

District Administrator  
 Sheboygan Area School District  
 3330 Stahl Rd  
 Sheboygan, WI 53081





Wisconsin Department of Public Instruction  
**PI-1508 TAX LEVY CERTIFICATION**  
 ss. 24.71, 120.17(8)

Per § 74.09(3)(db) a school board is required to separately report any tax levies that exceed its annual revenue limit as a result of a successful referendum to exceed the limit on a non-permanent basis. State law requires the levies associated with all debt and non-recurring operation referendums passed after December 31, 2014 to be listed separately. The property tax bill must also include the year in which the non-permanent referendum to exceed the revenue limit no longer applies.

## 2023-2024 School Year

**List of approved 2023-2024 debt and non-recurring operating referenda which will allow the district to exceed its revenue limit on a non-permanent basis.**

Municipal Clerk: <b>MEREDITH DEBRUIN</b> 828 CENTER AVE SHEBOYGAN, WI 53081-4442			Municipality: City of Sheboygan	School District: Sheboygan Area School District (5271)			
			County: Sheboygan	School District Clerk: Susan Hein			
Referenda ID	Vote Date	Type	Year Expires	Total Referendum Amount	2023-2024 Levy Amount due to Referendum	Percent of Entire School District	2023-2024 Amount due to Referendum for Taxation District
RF-2971	11/08/2016	Issue Debt	2024	\$29,000,000.00	\$739,700.00	67.019639%	\$495,744.27

**CITY OF SHEBOYGAN  
R. C. 147-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 102-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing an amendment in the 2023 budget and directing the Finance Director to make an advance from the General Fund to the Redevelopment Authority Fund to fund land purchases within Tax Incremental District No. 17 ("TID 17"); recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 102-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 20, 2023.**

A RESOLUTION authorizing an amendment in the 2023 budget and directing the Finance Director to make an advance from the General Fund to the Redevelopment Authority Fund to fund land purchases within Tax Incremental District No. 17 ("TID 17").

WHEREAS, the Redevelopment Authority has the opportunity to purchase land for redevelopment within TID 17; and

WHEREAS, the Redevelopment Authority does not have sufficient cash balance to cover the full purchase price of the land; and

WHEREAS, the Redevelopment Authority voted on November 15, 2023 to request from the Common Council an advance from the General Fund for the land purchase; and

WHEREAS, TID 17 is allowed to, and current cash flow analysis shows that TID 17 will be able to, reimburse the City for the cost of the land purchase; and

WHEREAS, the Redevelopment Authority and City staff believe the redevelopment of this property is a priority for the viability and improvement of TID 17.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized and directed to transfer funds in the amount of \$1,500,000 from the General Fund to the Redevelopment Authority Fund via the following budget amendment:

**INCREASE:**

General Fund – Finance – Interfund Transfers Out (Acct. No. 101150-811100)	\$1,500,000
Redevelopment Authority Fund – Redevelopment Authority – Interfund Transfers In (Acct. No. 264-492000)	\$1,500,000

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to update the advance on the Balance Sheet as an advance to TID 17 from the General Fund via the following budget amendment:

INCREASE:

Redevelopment Authority Fund – Redevelopment Authority – Interfund Transfers Out (Acct. No. 264660-811100)	\$1,500,000
Tax Increment District 17 Fund – TID 17 – Interfund Transfers In (Acct. No. 417-492000)	\$1,500,000

BE IT FURTHER RESOLVED: That TID 17 repay the advance from the General Fund as soon as it is able to with interest calculated at the rate of the debt issuance for the municipal infrastructure plus .25%.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
R. C. 150-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 104-23-24 by Alderpersons Dekker and Rust authorizing Staff to file a claim in the multi-district litigation settlement of Aqueous Film-Forming Product Liability Litigation, District Court for the District of South Carolina, Master Docket No. 2:18-MN-2873-RMG; recommends adopting the Resolution.

Committee:


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 104-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**NOVEMBER 20, 2023.**

A RESOLUTION authorizing Staff to file a claim in the multi-district litigation settlement of Aqueous Film-Forming Product Liability Litigation, District Court for the District of South Carolina, Master Docket No. 2:18-MN-2873-RMG.

WHEREAS, as a public water system, the City of Sheboygan Water Utility is committed to providing the City with safe, clean drinking water; and

WHEREAS, detectable levels of “forever chemicals” such as PFAS and PFOA have been located in public water system sources throughout the State; and

WHEREAS, many of these chemicals were introduced into public water sources via their presence in common products such as clothing and other fabrics, personal care products, fire-fighting foam, and non-stick and stain-repellant coatings; and

WHEREAS, 3M and DuPont were sued in U.S. District Court over their development and sale of these forever chemicals and, as part of the settlement, public water systems may qualify for a portion of the claim settlement funds to be used for the testing and treating of PFAS contamination; and

WHEREAS, the City desires to file a claim in this settlement with the hope that settlement proceeds may be received to aid the Sheboygan Water Utility in its mission of providing safe, clean drinking water.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes and directs the City Attorney's Office, in collaboration with the Sheboygan Water Utility, to file a claim in the 3M and DuPont settlements and to take those steps necessary to receive settlement proceeds.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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

Attest

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

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

**CITY OF SHEBOYGAN  
R. C. 151-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Gen. Ord. No. 29-23-24 by Alderpersons Dekker and Rust amending Sections 54-397, 54-398, 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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



**CITY OF SHEBOYGAN  
ORDINANCE 29-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**NOVEMBER 20, 2023.**

AN ORDINANCE amending Sections 54-397, 54-398, and 54-399 of the Municipal Code relating to sewers and sewerage disposal so as to make changes to service charges.

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

**SECTION 1:**        **AMENDMENT** “Sec 54-397 Categories Of Users; Amounts; Reassignment” of the Sheboygan Municipal Code is hereby *amended* as follows:

**A M E N D M E N T**

Sec 54-397 Categories Of Users; Amounts; Reassignment

(a) *Category A.* Category A users of the city wastewater treatment system shall be subject to the following:

(1) *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:

*Category A* means normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 186 mg/L, suspended solids no greater than 468 mg/L, and total phosphorus no greater than 7.70 mg/L.

(2) *Amount.* The sewer service charge for Category A wastewater is as follows:

- a. Fixed charge: ~~\$50~~52.00 per quarter.
- b. Volume charge: \$2.16 total charge per 100 cubic feet.

(b) *Category B.* Category B users of the city wastewater treatment system shall be subject to the following:

(1) *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:

*Category B* means wastewater having concentrations of biochemical oxygen demand greater than 186 mg/L, suspended solids greater than 468 mg/L, and phosphorous greater than 7.70 mg/L. Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than

186 mg/L for BOD, 468 mg/L for suspended solids, and 7.70 mg/L for phosphorous.

- (2) *Amount.* The sewer service charge for category B wastewater is as follows:
- Fixed charge: ~~\$50~~52.00 per quarter.
  - If billing is on a monthly basis: ~~\$16.67~~17.33 per month.
  - Volume charge: \$2.16 per 100 cubic feet.
  - Surcharge, total (per pound):
    - BOD greater than 186 mg/L: \$0.3441.
    - Suspended solids greater than 468 mg/L: \$0.2029.
    - Phosphorus greater than 7.70 mg/L: ~~\$4.8473~~5.1479.
- (3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/L in the wastewater
B <sup>R</sup>	=	Concentration of BOD in mg/L as defined for Category A users
S	=	Concentration of suspended solids in mg/L in the wastewater
S <sup>R</sup>	=	Concentration of suspended solids in mg/L as defined for Category A users
P	=	Concentration of phosphorus in mg/L in the wastewater
P <sup>R</sup>	=	Concentration of phosphorus in mg/L as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C <sup>V</sup>	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1,000 gallons for Category C users)
C <sup>B</sup>	=	Cost per pound of BOD
C <sup>S</sup>	=	Cost per pound of suspended solids
C <sup>P</sup>	=	Cost per pound of phosphorus
	=	Conversion factor

0.006 24		
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- (c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary.
- (d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:
- (1) Samples collected shall be flow-proportional 24-hour composite samples.
  - (2) Sampling periods shall be two consecutive days during normal operation.
  - (3) Flow-weighted average may be used if data is presented.
  - (4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.
  - (5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.
  - (6) All data shall be submitted to the superintendent of the wastewater treatment plant.

(Code 1975, § 34.5-87; Code 1997, § 122-403; Ord. No. 93-96-97, § 1, 12-16-1996; Ord. No. 96-97-98, § 1, 12-15-1997; Ord. No. 119-98-99, § 1, 12-21-1998; Ord. No. 75-99-00, § 1, 12-20-1999; Ord. No. 66-00-01, § 1, 11-6-2000; Ord. No. 54-01-02, § 1, 11-19-2001; Ord. No. 60-02-03, § 1, 12-2-2002; Ord. No. 48-03-04, § 1, 12-15-2003; Ord. No. 50-04-05, § 1, 12-20-2004; Ord. No. 56-05-06, § 1, 11-21-2005; Ord. No. 49-06-07, § 1, 11-20-2006; Ord. No. 59-07-08, § 1, 11-5-2007; Ord. No. 70-08-09, 12-1-2008; Ord. No. 47-09-10, § 1, 12-21-2009; Ord. No. 44-10-11, § 1, 11-15-2010; Ord. No. 29-14-15, § 1, 10-6-2014; Ord. No. 36-15-16, § 1, 11-16-2015)

**SECTION 2:**        **AMENDMENT** “Sec 54-398 Categories Of Users; Amounts; Reassignment For Other Municipalities” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 54-398 Categories Of Users; Amounts; Reassignment For Other Municipalities

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

		Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
					No. 1	No. 2
Fixed Charge		None	None	None	None	None
Volume Charge:						
	Volume	<del>\$0.5702</del> <u>0.6120</u>	<del>\$0.5702</del> <u>0.6120</u>	<del>\$0.5702</del> <u>0.6120</u>	<del>\$0.5702</del> <u>0.6120</u>	<del>\$0.5702</del> <u>0.6120</u>
	Debt retirement	<u>0.0680</u>	<u>0.0680</u>	<u>0.0680</u>	<u>0.0680</u>	<u>0.0680</u>
Total volume charge, per 1,000 gallons:		<del>0.6382</del> <u>0.6800</u>	<del>0.6382</del> <u>0.6800</u>	<del>0.6382</del> <u>0.6800</u>	<del>0.6382</del> <u>0.6800</u>	<del>0.6382</del> <u>0.6800</u>
Surcharges (per pound):						
	BOD	0.3441	0.3441	0.3441	0.3441	0.3441
	Suspended Solids	0.2029	0.2029	0.2029	0.2029	0.2029
	Phosphorus	<del>4.8473</del> <u>5.1479</u>	<del>4.8473</del> <u>5.1479</u>	<del>4.8473</del> <u>5.1479</u>	<del>4.8473</del> <u>5.1479</u>	<del>4.8473</del> <u>5.1479</u>

(Code 1975, § 34.5-87.1; Code 1997, § 122-404; Ord. No. 93-96-97, § 2, 12-16-1996; Ord. No. 96-97-98, § 2, 12-15-1997; Ord. No. 119-98-99, § 2, 12-21-1998; Ord. No. 75-99-00, § 2, 12-20-1999; Ord. No. 66-00-01, § 2, 11-6-2000; Ord. No. 54-01-02, § 2, 11-19-2001; Ord. No. 60-02-03, § 2, 12-2-2002; Ord. No. 48-03-04, § 2, 12-15-2003; Ord. No. 50-04-05, § 2, 12-20-2004; Ord. No. 56-05-06, § 2, 11-21-2005; Ord. No. 49-06-07, § 2, 11-20-2006; Ord. No. 59-07-08, § 2, 11-5-2007; Ord. No. 70-08-09, § 2, 12-1-2008; Ord. No. 47-09-10, § 2, 12-21-2009; Ord. No. 44-10-11, § 2, 11-15-2010; Ord. No. 36-15-16, § 8, 11-16-2015)

**SECTION 3: AMENDMENT** “Sec 54-399 Charges For Disposal Of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 54-399 Charges For Disposal Of Septic Tank Sludge, Holding Tank Sewerage, Or Hauled Wastewater

*Category C.* Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

- (a) Septic tank sludge: ~~\$48~~60.00 per 1,000 gallons.

- (b) Holding tank sewage: ~~\$10~~15.00 per 1,000 gallons.
- (c) Portable Toilet Disposal Charge, \$91.00 per 1,000 gallons.
- (d) Other hauled wastewater:

- (1) *Sampling and characterization.* Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.
- (2) *Amount.* The sewer service charge for other hauled wastewater is as follows:
  - a. Volume charge: \$0.6~~382~~800 per 1,000 gallons.
  - b. Surcharge, total (per pound):
    1. \$0.3441 per pound of BOD.
    2. \$0.2029 per pound of suspended solids.
    3. \$~~4.8473~~5.1479 per pound of phosphorus.
- (3) *Computation.* The other hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and subsections (c)(1) and (2) of this section or in accordance with this subsection.

$$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$$

See Table 1 section 54-397(b)(3) for definitions.

- a. Other hauled wastewater analysis data shall be applied to the formula set forth above.
- b. The discharge fee per 1,000 gallons shall be determined on the result of subsection (c)(3)a of this section, multiplied by 1.25.
- c. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant.

(Code 1975, § 34.5-88; Code 1997, § 122-405; Ord. No. 93-96-97, §§ 3, 4, 12-16-1996; Ord. No. 96-97-98, § 3, 12-15-1997; Ord. No. 119-98-99, § 3, 12-21-1998; Ord. No. 60-02-03, § 3, 12-2-2002; Ord. No. 48-03-04, § 3, 12-15-2003; Ord. No. 50-04-05, § 3, 12-20-2004; Ord. No. 56-05-06, § 3, 11-21-2005; Ord. No. 49-06-07, § 3, 11-20-2006; Ord. No. 59-07-08, § 3, 11-5-2007; Ord. No. 70-08-09, § 3, 12-1-2008; Ord. No. 47-09-10, § 3, 12-21-2009; Ord. No. 44-10-11, § 3, 11-15-2010; Ord. No. 29-14-15, § 9, 10-6-2014; Ord. No. 36-15-16, § 9, 11-16-2015)

**SECTION 4: REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5: EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law and as of January 1, 2024.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
R. C. 153-23-24**

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

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 101-23-24 by Alderpersons Salazar and Felde authorizing the Fire Chief to enter into a software contract with Locality Media, Inc. dba First Due; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 101-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE**

**NOVEMBER 20, 2023.**

A RESOLUTION authorizing the Fire Chief to enter into a software contract with Locality Media, Inc. dba First Due.

WHEREAS, the City of Sheboygan Fire Department (“Department”) utilized software, which was subsequently acquired by Locality Media Inc., dba First Due; and

WHEREAS, First Due offers additional services beyond those originally contracted for and which the Department desires to implement; and

WHEREAS, the 2024 City of Sheboygan budget includes an allocation of \$500 for one-time implementation and set-up fees; and \$2,000 for the 2024 subscription cost.

NOW THEREFORE, BE IT RESOLVED: That the Fire Chief is designated as the authorized representative of the City to enter into the attached contract, to act in connection with and to provide such additional information as may be required pursuant to the contract.

BE IT FURTHER RESOLVED: That City staff is hereby authorized to take any and all steps necessary to effectuate this resolution.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

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Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

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Meredith DeBruin, City Clerk, City of  
Sheboygan





## AGREEMENT FOR SERVICES

This Agreement for Services (this "Agreement") dated as of **December 31, 2023** (the "Effective Date") is made by and between Locality Media, Inc dba First Due a Delaware corporation, having offices at 107 7th St, Garden City, NY, 11530 ("Locality Media") and the **City of Sheboygan** located at **828 Center Ave, Sheboygan, WI 53081** (the "Customer").

1. Locality Media maintains a website through which Customer members may access Locality Media's **First Due Size-Up™** Community Connect™, Mobile Responder™ and/or other software-as-a-service platforms and solutions identified in Exhibit A (collectively, the "Service") in connection with the performance of their Customer duties. Locality Media agrees to grant the Customer access to the Service pursuant to the terms and conditions set forth below and in Exhibit A, and the Customer agrees to use the Service only in strict conformity with and subject to such terms and conditions.
2. Locality Media may provide the Customer with one or more user ID's, initial passwords, digital certificates and/or other devices (collectively, "Credentials") and/or application programming interfaces ("APIs") to access the Service. The Customer shall access the Service only by using such Credentials and APIs. The Customer authorizes Locality Media to act on any instructions Locality Media receives from users of the Service who present valid Credentials and such individuals shall be deemed authorized to act on behalf of the Customer, including, without limitation, to change such Credentials. It is the Customer's sole responsibility to keep all Credentials and other means of access within the Customer's direct or indirect possession or control both confidential and secure from unauthorized use. The Customer understands the utility of the First Due Size Up Service depends on the availability of data and information relating to Locations and structures in the Customer's jurisdiction, including but not limited to building system and structural information, building inspection codes and incident report data (collectively, "Location Data"). Locality Media also may process and furnish through the Service, in addition to Location Data, other data regarding residents and roadways within the Customer's jurisdiction ("Community Data"). Location Data and Community Data are referred to collectively herein as "Data". Locality Media may acquire Data from third party public and/or private sources in Locality Media's discretion. In addition, the Customer will upload to the Service or otherwise provide to Locality Media in such form and using such methods as Locality Media reasonably may require from time to time, any and all Data from the Customer's records and systems which the parties mutually designate for inclusion in the Service database. The Customer agrees not to filter or alter such records except to conform such Data to the formats reasonably required by Locality Media. Subject to any third-party license restrictions identified expressly in writing by the Customer, the Customer grants to Locality Media a perpetual, non-exclusive, worldwide, royalty-free right and license to process, use and disclose the Data furnished to Locality Media by the Customer in connection with the development, operation, and performance of Locality Media's business, including but not limited to the Service.
3. As between the parties, the Customer and its employees, contractors, members, users, agents, and representatives (collectively, "Customer Users") are solely responsible for determining whether and how to use Data accessed through the Service. The Customer acknowledges that Locality Media, through the Service, provides an interface for viewing Data compiled from the Customer and other sources over which Locality Media has no control and for which Locality Media assumes no responsibility. Locality Media makes no representations or warranties regarding any Location or structure (including but not limited to a Location's safety, construction, occupancy, materials, hazards, water supply, contents, location, surrounding structures, exposures, size, layout, compliance, condition or history), residents, roadways, or any actual or expected outcome from use of the Data, nor does Locality Media make any representation or warranty regarding the accuracy or reliability of the Data received by Locality Media. Locality Media provides administrative and information technology services only and does not advise, recommend, or render an opinion with respect to any information communicated through the Service and shall not be responsible for the Customer's or any third party's use of any information obtained through the Service.

4. The Customer shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the Customer to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). Locality Media shall not be responsible for any problem, error or malfunction relating to the Service resulting from Customer error, data entry errors or malfeasance by the Customer or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or wifi network, Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to Locality Media ("Technical Problems").
5. This Agreement will be effective for an initial term of **12 months** (the "Initial Term") commencing on the Effective Date. After the Initial Term, this Agreement will automatically renew for successive terms of **12 months** each (a "Renewal Term"), subject to the right of either party to cancel renewal at any time upon at least 60 days' written notice. Locality Media reserves the right to increase Customer's renewal Service fees by no more than **5%** per annum, applied to the Service fees set forth in the previous term. Either party also may terminate this Agreement immediately upon written notice if the other party: (i) becomes insolvent; (ii) becomes the subject of a petition in bankruptcy which is not withdrawn or dismissed within 60 days thereafter; (iii) makes an assignment for the benefit of creditors; or (iv) materially breaches its obligations under this Agreement and fails to cure such breach within 30 days after the non-breaching party provides written notice thereof.
6. Upon termination, the Customer shall cease use of the Service and all Credentials then in the Customer's possession or control. This Section 6 and Sections 8 through 11 and 15 through 25 hereof shall survive any termination or expiration of this Agreement.
7. The Customer agrees to pay the fees set forth in Exhibit A for use of those Service features described in Exhibit A (as available as of the Effective Date). Locality Media may charge separately for services offered from time to time that are not included in the scope of Exhibit A (such as new Service features, systems integration services and applications of the Service for new purposes), subject to the Customer's acceptance of the terms of use and fees associated with such services. Customer is a tax-exempt entity and will provide proof upon request. The Customer represents it has not received and agrees that it shall not collect any fee, payment, or remuneration of any kind from any Data provider, other municipal agency or other third party in connection with the Customer's purchase or use of the Service under this Agreement.
8. Locality Media owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by Locality Media to the Customer in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the Customer. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by Locality Media, the Customer and Customer Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the Customer's use of the Data that the Customer has provided.
9. "Confidential Information" means any and all information disclosed by either party to the other which is marked "confidential" or "proprietary," including oral information that is designated confidential at the time of disclosure. Without limiting the foregoing, all information relating to the Service and associated software and the terms of this Agreement shall be deemed Locality Media's Confidential Information. Notwithstanding the foregoing, "Confidential Information" does not include any information that the receiving party can demonstrate (i) was known to it prior to its disclosure hereunder; (ii) is or becomes publicly known through no wrongful act of the receiving party; (iii) has been rightfully received from a third party authorized to make such disclosure without restriction; (iv) is independently developed by the receiving party, without the use of any Confidential Information of the other party; (v) has been approved for release by the disclosing party's prior written authorization; or (vi) is required to be disclosed by court order or applicable law, provided that the party required to disclose the information provides prompt advance notice thereof to the other party (except to the extent such notice is prohibited by law).

10. Each party hereby agrees that it shall not use any Confidential Information belonging to the other party other than as expressly permitted under the terms of this Agreement or as expressly authorized in writing by the other party. Each party shall use the same degree of care to protect the other party's Confidential Information as it uses to protect its own confidential information of like nature, but in no circumstances with less than reasonable care. Neither party shall disclose the other party's Confidential Information to any person or entity other than its employees, agents or consultants who need access thereto in order to effect the intent of this Agreement and in each case who have been advised of the confidentiality provisions of this Agreement, have been instructed to abide by such confidentiality provisions, entered into written confidentiality agreements consistent with Sections 9-11 or otherwise are bound under substantially similar confidentiality restrictions.
11. Each party acknowledges and agrees that it has been advised that the use or disclosure of the other's Confidential Information inconsistent with this Agreement may cause special, unique, unusual, extraordinary, and irreparable harm to the other party, the extent of which may be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which the nonbreaching party may be legally entitled, the nonbreaching party shall have the right to seek to obtain immediate injunctive relief, without the necessity of posting a bond, in the event of a breach of Section 9 or 10 by the other party, any of its employees, agents or consultants.
12. LOCALITY MEDIA REPRESENTS AND WARRANTS THAT IT SHALL USE COMMERCIALY REASONABLE EFFORTS TO PROVIDE THE SERVICE WITHOUT INTRODUCING ERRORS OR OTHERWISE CORRUPTING DATA AS SUBMITTED BY THE CUSTOMER. OTHER THAN THE FOREGOING, THE SERVICE, INCLUDING ALL DATA, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, LOCALITY MEDIA MAKES NO WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR FREE OR AVAILABLE AT ALL TIMES, NOR DOES LOCALITY MEDIA WARRANT THAT THE SERVICE WILL REMAIN COMPATIBLE WITH, OR OPERATE WITHOUT INTERRUPTION ON, ANY EQUIPMENT OF THE CUSTOMER OR CUSTOMER USERS.
13. EXCEPT AS SET FORTH ABOVE IN SECTION 12, LOCALITY MEDIA MAKES AND THE CUSTOMER RECEIVES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SUBJECT MATTER HEREOF. LOCALITY MEDIA SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, INCLUDING WITHOUT LIMITATION THE SERVICE.
14. The Customer represents and warrants that the Customer is authorized and has all rights necessary to enter into this Agreement, to provide the Data furnished by the Customer to Locality Media, and to use the Service and Data, and Customer will only use the Service and Data, as permitted under this Agreement and in accordance with the laws, regulations, and any third-party agreements applicable to the Customer and Customer Users. Without limiting the generality of the foregoing, Customer shall not cause or permit any Data to be uploaded to the Service or used in connection with the Service in any manner that would violate any third-party intellectual property rights or license between Customer and any third party. Customer agrees not to use or permit the use of the Service and Data in connection with any public or private enterprise other than operation and performance of the Customer's functions and services. In addition, the Customer and the Customer Users shall not copy, distribute, license, reproduce, publish, modify, or otherwise use any Personally Identifiable Information (PII) contained within the Data accessed through the Service for any purpose other than to lawfully carry out the services and duties of the Customer. The Customer shall remain responsible for the performance, acts and omissions of each Customer User as if such activities had been performed by the Customer.
15. Locality Media will indemnify, defend and hold harmless the Customer from and against any and all damages, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Losses") resulting from any third-party claim, suit, action, investigation or proceeding (each, an "Action") brought against the Customer based on the infringement by Locality Media of any third-party issued patent, copyright or registered trademark, except to the extent such Action is based on Data furnished from the Customer, the Customer's breach of any third party agreement, or any combination or integration of the Service with any Customer- or third-party property, method or system.
16. The Customer will indemnify, defend and hold Locality Media harmless from and against any and all Losses arising from or relating to: (i) any breach by the Customer of Section 8; or (ii) any Action by a Customer User or third party arising

from or relating to the use of the Service or Data accessed through the Service, except to the extent such Losses are subject to Section 15 above or result from the gross negligence or willful misconduct of Locality Media.

17. Such indemnification under Sections 15 and 16 will be provided only on the conditions that: (a) the indemnifying party is given written notice reasonably promptly after the indemnified party receives notice of such Action; (b) the indemnifying party has sole control of the defense and all related settlement negotiations, provided any settlement that would impose any monetary or injunctive obligation upon the indemnified party shall be subject to such party's prior written approval; and (c) the indemnified party provides assistance, information and authority as reasonably required by the indemnifying party.
18. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICES OR DATA, EVEN IF THE CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 15, AND EXCEPT FOR CLAIMS OF GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, LOCALITY MEDIA SHALL NOT BE LIABLE TO THE CUSTOMER OR CUSTOMER USERS FOR ANY DAMAGES IN CONNECTION WITH THIS AGREEMENT IN EXCESS OF THE GREATER OF (A) THE AMOUNT OF FEES PAID OR PAYABLE BY THE CUSTOMER TO LOCALITY MEDIA WITHIN THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, OR (B) \$5,000.
19. All notices, requests, demands, or consents under this Agreement must be in writing, and be delivered personally, by email or facsimile followed by written confirmation, or by internationally recognized courier service to the addresses of the parties set forth in this Agreement.
20. Except as otherwise provided below, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party. Locality Media may assign this Agreement or any rights or obligations hereunder to any Locality Media affiliate or in connection with the merger or acquisition of Locality Media or the sale of all or substantially all of its assets related to this Agreement, without such consent. This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and permitted assigns.
21. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.
22. Any modification, amendment or waiver to this Agreement shall not be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy hereunder shall operate as a waiver of such right, power, or remedy.
23. The parties are independent contractors with respect to each other, and neither shall be deemed an employee, agent, partner, or legal representative of the other for any purpose or shall have any authority to create any obligation on behalf of the other. Neither party intends to grant any third-party beneficiary rights as a result of this Agreement.
24. Any delay in or failure of performance by either party under this Agreement will not be considered a breach and will be excused to the extent caused by any event beyond the reasonable control of such party including, but not limited to, acts of God, acts of civil or military authorities, strikes or other labor disputes, fires, interruptions in telecommunications or Internet or network provider services, power outages, and governmental restrictions.
25. This Agreement supersedes all prior agreements, understandings, representations, warranties, requests for proposal and negotiations, if any. Each provision of this Agreement is severable from each other provision for the purpose of determining the enforceability of any specific provision.

## 26. Agreement Billing Information

a. **Accounts Payable Contact**

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

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

b. **Tax Exempt** \_\_\_\_\_ (Yes/No)If Yes, please email a copy of the Exempt Certificate to [accounting@firstdue.com](mailto:accounting@firstdue.com).c. **Purchase Order Required** \_\_\_\_\_ (Yes/No)If Yes, return a copy of the Purchase Order with the signed agreement or email a copy to [accounting@firstdue.com](mailto:accounting@firstdue.com).**LOCALITY MEDIA, INC.****City of Sheboygan**

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

Name: Andreas HuberTitle: CEO

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

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

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

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

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



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

### Exhibit A - Quote

Prepared By: Jason Capatske  
 Valid Until: January 31, 2024  
 Quote Number: 1545132000223749865

#### BILL TO:

Eric Montellano  
 City of Sheboygan  
 1326 North 25th Street  
 Sheboygan WI 53081

**Account:** City of Sheboygan  
**Subscription Start:** December 31, 2023  
**Initial Term:** 12 months  
**Annual Subscription:** \$2,000.00

Product Details	Total
<b>Responder</b>	
Web Responder dashboard and Responder iOS/Android App with notifications, statusing and routing.	
<b>Implementation and Configuration Services</b>	
Services related to configuring and customizing the First Due Platform as described in the Statement of Work.	
	One-Time Fees Subtotal \$ 500.00
	Subscription Fees Subtotal \$ 2,000.00
	<b>Grand Total \$ 2,500.00</b>

#### Statement of Work

Please see attached Statement of Work detailing the Implementation, Training and Support for this Exhibit A – Quote.

#### Terms and Conditions

The above-listed Grand Total will be invoiced on or around the Subscription Start date. For subsequent annual periods, the Service fees are due and payable annually in advance.

**Payment Terms:** Net 30 days

**For electronic ACH payment:** JPMorgan Chase Bank | ABA Routing: 021000021 | Account #: 803527972



Locality Media, Inc. dba First Due  
 107 Seventh St  
 Garden City, NY 11530, United States  
 Phone: +1 (516) 874-2258  
 Website: <https://www.firstdue.com/>

## Statement of Work

For Quote Number: 1545132000223749865

# Statement of Work | City of Sheboygan

## Introduction

The purpose of this Statement of Work (SoW) document is to clearly define the Implementation, Training and Support.

### 1. Implementation:

First Due works very closely with you to ensure the application is ready for go-live. During the Implementation you will be assigned a Client Success Manager and Implementation Manager who will lead you through the process. Below is a description of each component of our implementation.

- a) **Discovery & Planning:** During a project kick-off meeting we will flesh out the key components of the configuration, customer stakeholders and project timelines. After this stage we will have a clear plan to when and how your agency will be live with First Due.
- b) **Configuration:** First Due is an out-of-the box system but can be configured for your Agency's needs. Our team will work with you to configure all the parts of the application necessary for go-live and beyond. These configuration sessions will generally occur weekly, and act as administrator training.
- c) **Optimization:** Once the account is configured, we will arrange a small end-user testing group to begin to use the application out-in-the-field. This is an iterative process in which we listen to feedback and make adjustments to the product on the fly.
- d) **Training:** Once we have sign-off the product is ready for go-live we will build the necessary training plan together, which may include train-the-trainer sessions, end user training, training videos/content or even onsite sessions. The training section below provides more detail on included training.
- e) **Roll Out:** After training is complete, we are ready to roll-out the platform. We will work closely with you to ensure First Due is rolled out effectively across your agency.
- f) **Support:** Once we achieve sign-off that the system is live and stable, we will transition to support (as described in the support section below). However, you will continue to have a dedicated Client Success Manager moving forward.

### 2. Training:

Training is an integral part of any successful implementation. First Due is focused on providing your agency adequate training to ensure effective user adoption of the platform. As part of this Statement of Work, the customer will receive the purchased training as outlined in Exhibit A - Quote throughout the implementation process as outlined:

- 1. Webinar Administrator training during configuration sessions
- 2. Webinar formal Train-the-Trainer and/or End User Session(s) during the training phase
- 3. Access to online training videos, documents, content, and interactive knowledgebase

**3. Integrations:**

Any scoped integrations included in this document will be described below. Any additional integration scoped at a later date will be provided in a separate SoW at that time.

**4. Data Migration:**

First Due understands the importance of data migration to our customers and has extensive experience working to migrate historical records into the platform. First Due will use best efforts to migrate applicable data from Customer's existing systems utilizing data migration best practices. This includes:

1. Data Migration Planning Session
2. Assistance/Guidance in extracting data from existing system/s
3. Mapping extracted data to First Due import workbooks
4. Importing of Data into First Due

**5. Support:**

First Due provides Support as part of the base subscription. This includes:

1. Email, Phone, Ticketing System Support Channels and Live Chat
2. Dedicated Client Success Manager
3. Access to knowledge base including online training videos and FAQs



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**CITY OF SHEBOYGAN  
R. O. 76-23-24**

**CITY PLAN COMMISSION.**

**DECEMBER 4, 2023.**

Your Commission was requested to consider recommending that the Common Council approve an amendment to the Project Plan and Boundaries of Tax Incremental District No. 17 at its meeting on November 14, 2023, your commission considered and approved a motion as follows:

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 17 (the "District") was created by the City on August 20, 2018; and

WHEREAS, the City now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Amend the categories, locations, or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property located within the territory proposed to be added to the District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 14, 2023 held a public hearing concerning the proposed amended boundaries of the District and the proposed amendment to its Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Sheboygan that:

1. It recommends to the Common Council that the boundaries of Tax Incremental District No. 17 be amended with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Amendment of the District's Project Plan and boundaries promotes orderly development in the City.

As a result of the above motion, your Commission makes the recommendations listed in paragraphs one and two above and requests that the Common Council find that amendment of the District's Project Plan and boundaries promotes orderly development in the City.

November 14, 2023

## PROJECT PLAN AMENDMENT

# City of Sheboygan, Wisconsin

## Tax Incremental District No. 17



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting Held:	Scheduled for Nov. 14, 2023
Public Hearing Held:	Scheduled for Nov. 14, 2023
Approval by Plan Commission:	Scheduled for Nov. 14, 2023
Adoption by Common Council:	Scheduled for Dec. 4, 2023
Approval by the Joint Review Board:	Scheduled for TBD

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## SECTION 1: Executive Summary

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### DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 17 (“District”) is a 108.72-acre area in Need of Rehabilitation or Conservation District, created on August 20, 2018. The District was created with the anticipation of making total project expenditures of approximately \$32.9 million to undertake the projects listed in this Project Plan. The City anticipated completing the projects in multiple phases. The Expenditure Period of this District is 22 years from the date of adoption of the authorizing Resolution of the Common Council (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with general obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council.

### Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”). Specifically, the City anticipates a number of project to improve public infrastructure in district boundaries and within a ½ mile of district boundaries. This includes; construction of a pedestrian bridge within ½ mile of district boundaries, the reconstruction of Commerce Street, the Indiana Avenue Trail Project and gateway signage, and reimbursements to the Redevelopment Authority (RDA) for certain land purchase.

### Estimated Total Project Cost Expenditures

The City anticipates making total additional expenditures of approximately \$10,150,000 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$3,250,000 for the Commerce Street Reconstruction, \$2,250,000 for the Indiana Avenue Trail Project, \$250,000 for the Indiana Avenue Gateway Signage, \$1,200,000 to reimburse the Redevelopment Authority (RDA) for land purchases, and \$3,200,000 to construct a pedestrian bridge within ½ mile of district boundaries.

## **Expected Termination of District**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 23 of its allowable 27 years.

## **Summary of Findings**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**

That the City is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a), or was in need of rehabilitation or conservation work as the time the District was created.

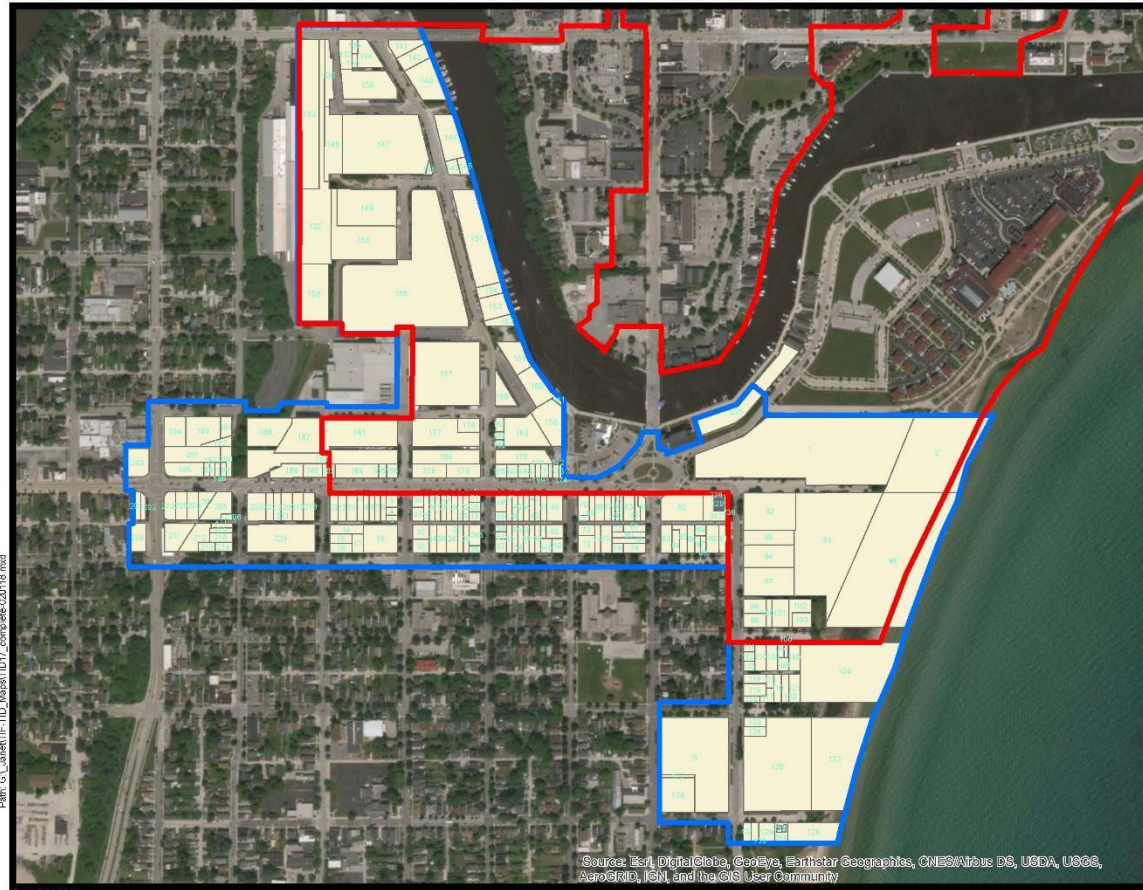
5. Based on the foregoing finding, the District remains designated as rehabilitation and conservation district.
6. The Project Costs relate directly to the rehabilitation and conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).



## SECTION 2:

### Map of Original District Boundary

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.



The shaded parcels outlined in **Blue** denote the TID 17 boundaries  
 The shaded parcels outlined in **Red** denote the existing TID 6 boundaries

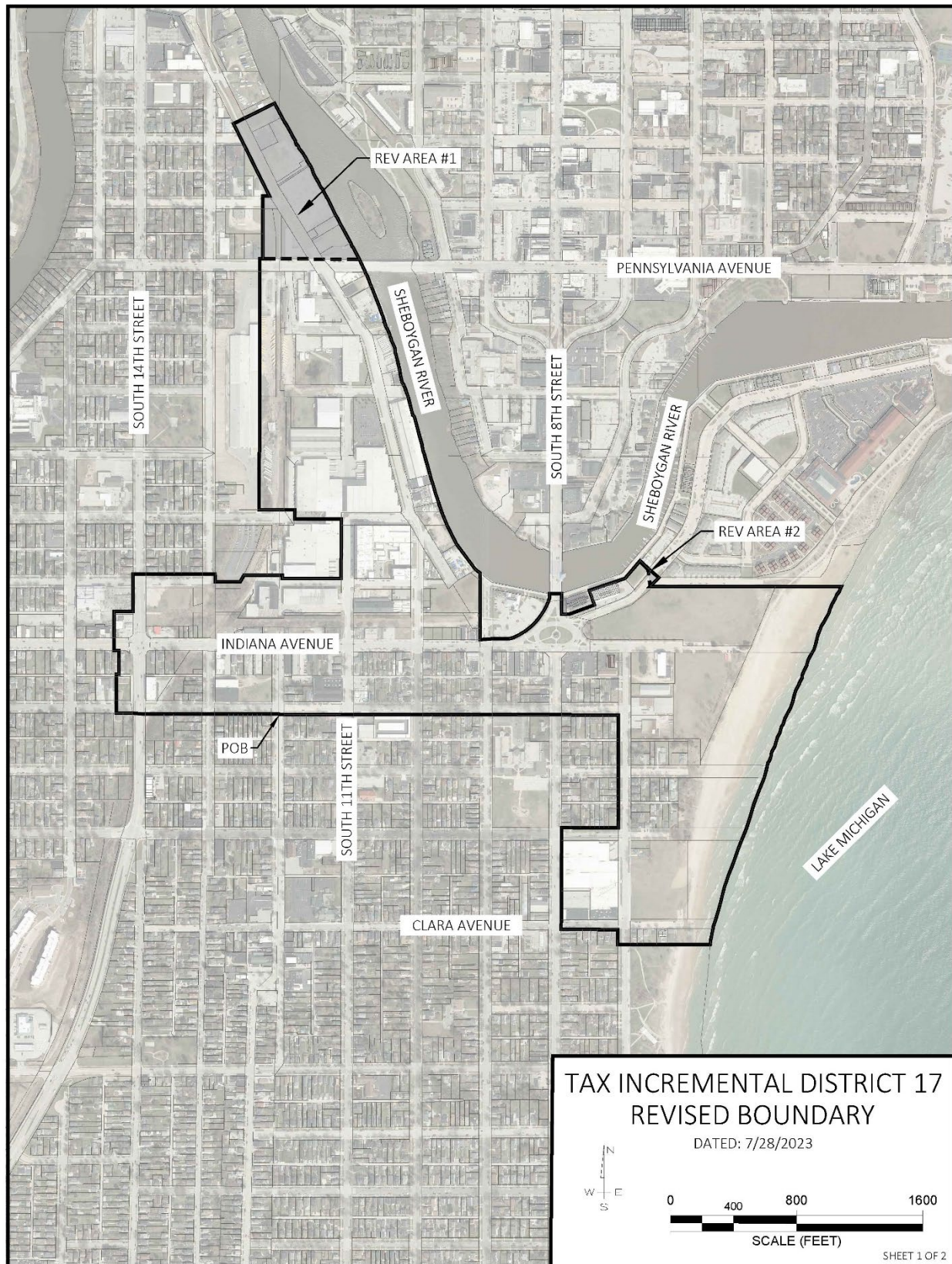
## **SECTION 3:**

### **Map Showing Existing Uses and Conditions Within the Territory to be Added**

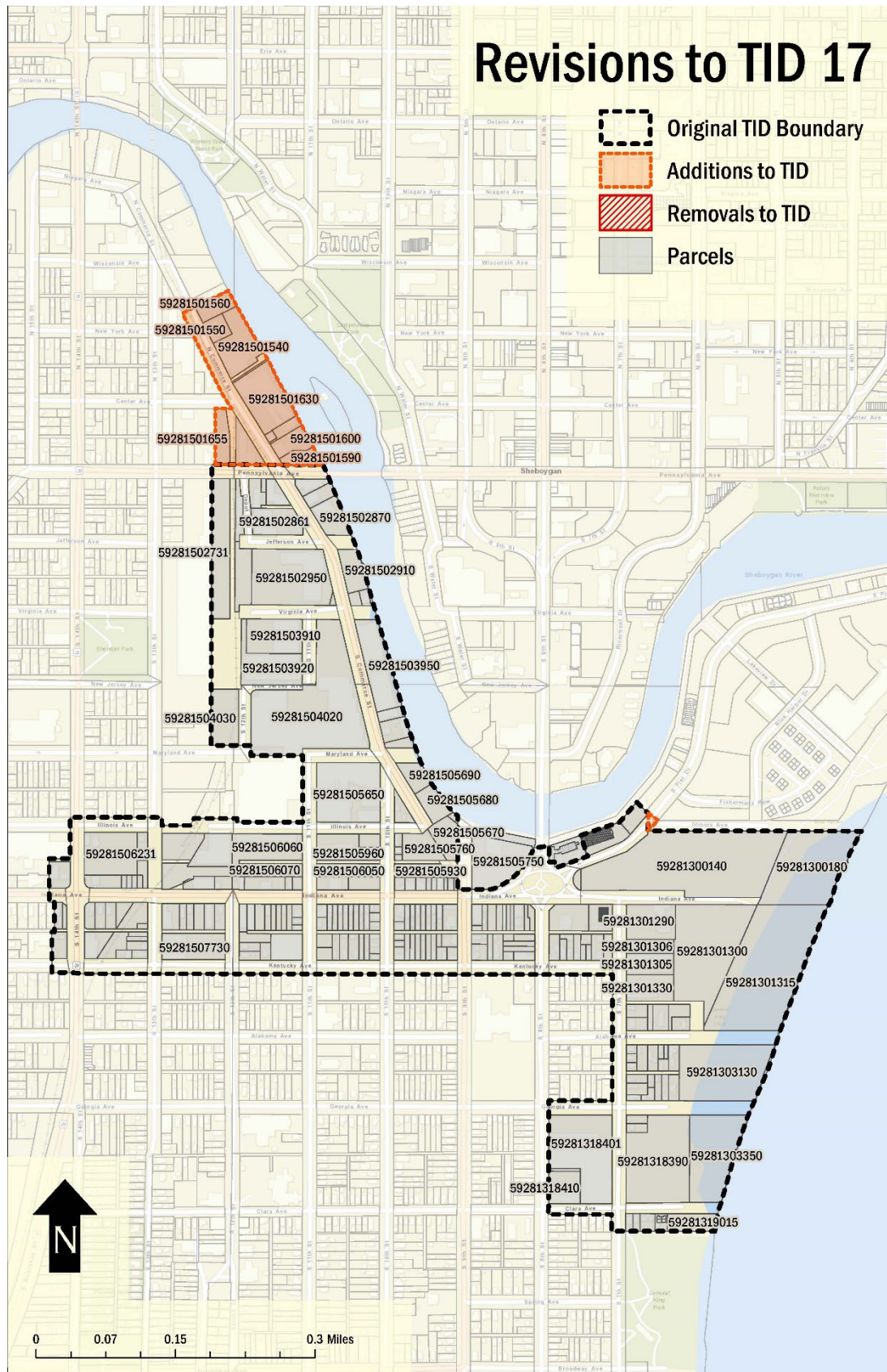
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Maps Found on Following Page.









## SECTION 4:

### Preliminary Identification of Parcels to be Added

#### City of Sheboygan

Tax Incremental District No. 17

Base Property Information

Property Information							Assessment Information 1				Equalized Value					
Parcel Number	Street Address	Owner	Acreage	Wetland Acreage	Annexed Post 1/1/04?	Part of Existing TID?	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	
					...Indicate date	...Indicate TID #										
ROW Areas																
59281501560	N Commerce St	575 RIVERWOODS PART	0.46		N		91,500	0		91,500	100.00%	91,500	0	0	91,500	
59281501550	639 N Commerce St	LBJ SQUARED PROPERTI	0.36		N		26,700	61,800		88,500	100.00%	26,700	61,800	0	88,500	
59281501540	N Commerce St	575 RIVERWOODS PART	1.39		N		238,900	0		238,900	100.00%	238,900	0	0	238,900	
59281501630	605 N Commerce St	575 RIVERWOODS PART	1.79		N		299,000	0		299,000	100.00%	299,000	0	0	299,000	
59281501620	N Commerce St	REDEVELOPMENT AUTH	0.27		N		0	0		0	100.00%	0	0	0	0	
59281501610	N Commerce St	REDEVELOPMENT AUTH	0.06		N		0	0		0	100.00%	0	0	0	0	
59281501600	N Commerce St	REDEVELOPMENT AUTH	0.54		N		0	0		0	100.00%	0	0	0	0	
59281501590	1054 Pennsylvania Avenue	LEHMANN LLC	0.39		N		7,200	199,400		206,600	100.00%	7,200	199,400	0	206,600	
59281501640	1134 Pennsylvania Avenue	REDEVELOPMENT AUTH	0.57		N		38,700	27,000		65,700						
59281501650	Shoreline 400 Trail	SHEBOYGAN COUNTY PI	0.00		N		0	0		0						
59281501655		PBRK LLP	0.56		N		3,600	5,500		9,100	100.00%	3,600	5,500	0	9,100	
Total Acreage							6.38	0.00					666,900	266,700	0	
													Estimated Base Value		933,600	

## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$109,005,600. This value is less than the maximum of \$504,527,280 in equalized value that is permitted for the City.

City of Sheboygan, Wisconsin	
Tax Increment District #17	
Valuation Test Compliance Calculation	
District Creation Date	9/17/2018
	Valuation Data Currently Available 2023
Total EV (TID In)	4,204,394,000
12% Test	504,527,280
Increment of Existing TIDs	
TID #16	25,672,800
TID #17	21,033,000
TID #18	20,452,500
TID #19	6,509,300
TID #20	34,404,400
Total Existing Increment	108,072,000
Projected Base of New or Amended District	933,600
Total Value Subject to 12% Test	109,005,600
Compliance	PASS

## **SECTION 6:**

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

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Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on August 28, 2018 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

#### **Property, Right-of-Way and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that

property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **Site Preparation Activities**

### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.



### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

## **Utilities**

### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

## **Streets and Streetscape**

### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

## **Community Development**

### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

### **Contribution to Redevelopment Authority (RDA)**

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property acquisition, related to the purposes for which it was established in furtherance

of any redevelopment or urban renewal project. Funds provided to the CDA (RDA) for this purpose are eligible Project Costs.

### **Revolving Loan/Grant Program (Development Incentives)**

To encourage private development consistent with the objectives of this Plan, the City, through its CDA (RDA), may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA (RDA) in the program manual. Any funds returned to the CDA (RDA) from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA (RDA) for purposes of implementing this program are considered eligible Project Costs.

### **Miscellaneous**

#### **Rail Spur**

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

#### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

1. Project costs related to the construction of a pedestrian bridge in the among of \$3,200,000.

#### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of

informing the public with respect to the creation of the District and the implementation of the Plan.

**Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

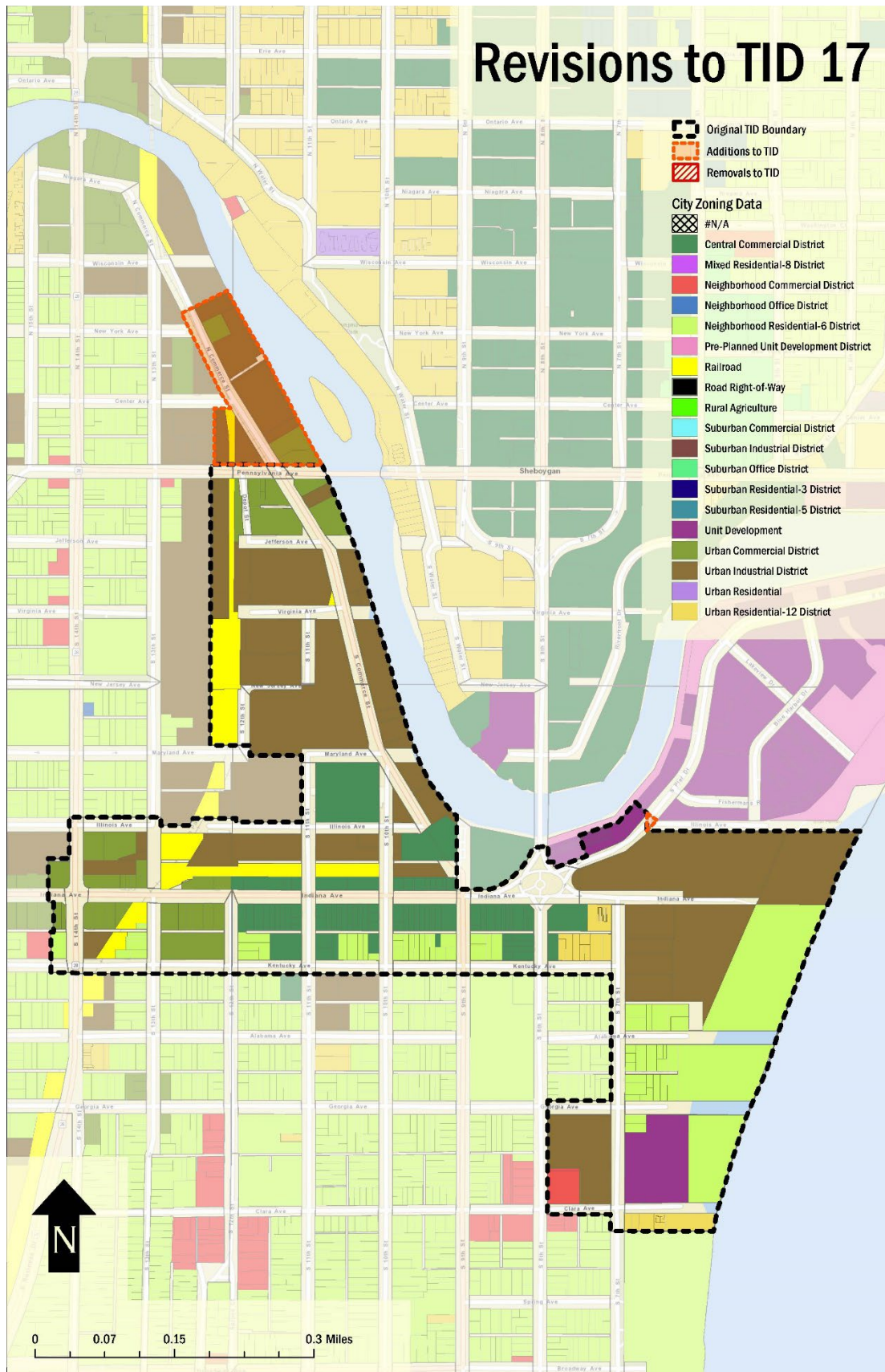
Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7:**

### **Map Showing Proposed Improvements and Uses Within the Territory to be Added**

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Map Found on Following Page.





## SECTION 8:

### Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Sheboygan, Wisconsin									
Tax Increment District # 17									
Estimated Project List									
Project ID	Project Name/Type	Phase I 2019	Phase II 2020	Phase III 2021	Phase IV 2022	Phase V 2023	TID Cashflow	2023 Amendment	Total (Note 1)
1	Planning & Engineering	250,000							250,000
2	Acquisition of railroad right-of-way	1,500,000							1,500,000
3	Environmental Audits & Remediation				200,000				200,000
4	Façade renovations			100,000	100,000	100,000			300,000
5	Landscaping & right-of-Way Improvements			750,000					750,000
6	Economic Development Marketing & RFP's	100,000							100,000
7	Land Acquisition & Demolition				250,000	250,000			500,000
8	Development of Pedestrian pathway		1,000,000						1,000,000
9	Infrastructure Improvements	2,500,000		1,000,000					3,500,000
10	Revolving Loan/Low Interest Loan Program								0
11	Development Incentives	100,000	1,000,000	1,000,000	1,000,000				3,100,000
12	Parking Structure (2019 design)	500,000	5,000,000						5,500,000
13	Half mile land acquisition	1,500,000							1,500,000
14	Half mile trail pedestrian pathway		1,500,000						1,500,000
15	Creation	30,000							30,000
16	Admistration with cashflow						246,896		246,896
17	Int. and financing costs through cash flow						5,172,204		5,172,204
18	Commerce Street Reconstruction							3,250,000	
19	Indiana Ave. Trail Project							2,250,000	
20	Indiana Ave. Gateway Signage							250,000	
21	Reimburse Redevelopment Authority Land Purchase							1,200,000	
22	Pedestrian Bridge (1/2 Mile Radius)							3,200,000	
Total Projects		6,480,000	8,500,000	2,850,000	1,550,000	350,000	5,419,100	10,150,000	25,149,100
Notes:									
Note 1    Project costs are estimates and are subject to modification									



## **SECTION 9:**

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$61 million in incremental value by 2027. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$21.86 per thousand of equalized value, and no economic appreciation or depreciation, the Project would generate nearly \$30M in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

## City of Sheboygan, Wisconsin

## Tax Increment District # 17

## Development Assumptions

Construction Year		Actual	Koepsell	Proposed New Dev.	Annual Total	Construction Year	
1	2018	1,999,300			1,999,300	2018	1
2	2019	5,178,200			5,178,200	2019	2
3	2020	21,540,500			21,540,500	2020	3
4	2021	(8,076,900)			(8,076,900)	2021	4
5	2022				0	2022	5
6	2023		4,000,000		4,000,000	2023	6
7	2024		6,000,000	10,000,000	16,000,000	2024	7
8	2025			20,000,000	20,000,000	2025	8
9	2026				0	2026	9
10	2027				0	2027	10
11	2028				0	2028	11
12	2029				0	2029	12
13	2030				0	2030	13
14	2031				0	2031	14
15	2032				0	2032	15
16	2033				0	2033	16
17	2034				0	2034	17
18	2035				0	2035	18
19	2036				0	2036	19
20	2037				0	2037	20
21	2038				0	2038	21
22	2039				0	2039	22
23	2040				0	2040	23
24	2041				0	2041	24
25	2042				0	2042	25
26	2043				0	2043	26
27	2044				0	2044	27
Totals		<u>20,641,100</u>	<u>10,000,000</u>	<u>30,000,000</u>	<u>60,641,100</u>		

Notes: Development assumptions provided by City staff

Development assumptions are represented by construction year.

**Table 2 – Tax Increment Projection Worksheet****City of Sheboygan, Wisconsin****Tax Increment District # 17**

Indiana Avenue

**Tax Increment Projection Worksheet**

Type of District	Rehabilitation	Base Value	34,020,700
District Creation Date	September 17, 2018	Appreciation Factor	0.00%
Valuation Date	Jan 1, 2018	Base Tax Rate	\$19.19
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Period/Termination	22 9/17/2040		
Revenue Periods/Final Year	27 2046		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.50%
Recipient District	Yes	Taxable Discount Rate	5.00%

	Construction Year	Est. Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
								0
3	2020	21,540,500	2021	0	28,718,000	2022	\$21.86	627,800
4	2021	-8,076,900	2022	0	20,641,100	2023	\$19.19	396,010
5	2022	391,900	2023	0	21,033,000	2024	\$19.19	403,529
6	2023	4,000,000	2024	0	25,033,000	2025	\$19.19	480,271
7	2024	16,000,000	2025	0	41,033,000	2026	\$19.19	787,239
8	2025	20,000,000	2026	0	61,033,000	2027	\$19.19	1,170,949
9	2026	0	2027	0	61,033,000	2028	\$19.19	1,170,949
10	2027	0	2028	0	61,033,000	2029	\$19.19	1,170,949
11	2028	0	2029	0	61,033,000	2030	\$19.19	1,170,949
12	2029	0	2030	0	61,033,000	2031	\$19.19	1,170,949
13	2030	0	2031	0	61,033,000	2032	\$19.19	1,170,949
14	2031	0	2032	0	61,033,000	2033	\$19.19	1,170,949
15	2032	0	2033	0	61,033,000	2034	\$19.19	1,170,949
16	2033	0	2034	0	61,033,000	2035	\$19.19	1,170,949
17	2034	0	2035	0	61,033,000	2036	\$19.19	1,170,949
18	2035	0	2036	0	61,033,000	2037	\$19.19	1,170,949
19	2036	0	2037	0	61,033,000	2038	\$19.19	1,170,949
20	2037	0	2038	0	61,033,000	2039	\$19.19	1,170,949
21	2038	0	2039	0	61,033,000	2040	\$19.19	1,170,949
22	2039	0	2040	0	61,033,000	2041	\$19.19	1,170,949
23	2040	0	2041	0	61,033,000	2042	\$19.19	1,170,949
24	2041	0	2042	0	61,033,000	2043	\$19.19	1,170,949
25	2042	0	2043	0	61,033,000	2044	\$19.19	1,170,949
26	2043	0	2044	0	61,033,000	2045	\$19.19	1,170,949
27	2044	0	2045	0	61,033,000	2046	\$19.19	1,170,949
<b>Totals</b>		<b>61,033,000</b>		<b>0</b>		<b>Future Value of Increment</b>		<b>26,326,873</b>

Notes:

## Financing and Implementation

Table 3 provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2042 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 – Financing Plan**

City of Sheboygan, Wisconsin			
Tax Increment District # 17			
Estimated Financing Plan - 2023 Amendment			
	G.O. Bond 2024	G.O. Bond 2026	Totals
<b>Projects</b>			
Commerce Street Reconstruction	3,250,000		3,250,000
Indiana Ave. Trail Project		2,250,000	2,250,000
Indiana Ave. Gateway Signage		250,000	250,000
Reimburse Redevelopment Authority Land Purchase	1,200,000		1,200,000
Pedestrian Bridge (1/2 Mile Radius)	250,000	2,950,000	3,200,000
<b>Total Project Funds</b>	<b>4,700,000</b>	<b>5,450,000</b>	<b>10,150,000</b>
<b>Estimated Finance Related Expenses</b>			
Municipal Advisor	44,500	48,500	
Bond Counsel	20,000	22,500	
Disclosure Counsel (if engaged)	12,000	13,500	
Rating Agency Fee	17,500	20,000	
Paying Agent	850	850	
Underwriter Discount	12.00 57,900	12.00 67,200	
<b>Total Financing Required</b>	<b>4,852,750</b>	<b>5,622,550</b>	
<b>Estimated Interest</b>	<b>4.00% (31,333)</b>	<b>3.00% (27,250)</b>	
<b>Assumed spend down (months)</b>	<b>2</b>	<b>2</b>	
<b>Rounding</b>	<b>3,583</b>	<b>4,700</b>	
<b>Net Issue Size</b>	<b>4,825,000</b>	<b>5,600,000</b>	
Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.			

Table 4 – Cash Flow

## City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection

Year	Projected Revenues			Expenditures										Balances		Year		
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Existing Debt Payments	Badger State Lofts	Koepsell Upfront Incentive	Koepsell PAYGO Incentive	2024 GO Bonds Dated Date: 4/1/24 \$ 4,825,000			2026 GO Bonds Dated Date: 8/1/26 \$ 5,600,000			Audit & Admin.	Total Expenditures		Annual	Cumulative
								Prin.	Est. Rate	Interest	Prin.	Est. Rate	Interest					
2023	396,010	4.50% 135,825	531,835	339,490	57,860	2,000,000							40,000	2,437,350	(1,905,515)	1,112,812	2023	
2024	403,529	50,077	453,605	358,920	57,860			4.50%	108,563				40,000	565,343	(111,737)	1,001,074	2024	
2025	480,271	45,048	525,319	362,765	57,860	69,068		4.50%	217,125				40,000	746,818	(221,499)	779,575	2025	
2026	787,239	35,081	822,320	361,325	57,860	172,670		4.50%	217,125				40,000	848,980	(26,660)	752,915	2026	
2027	1,170,949	33,881	1,204,830	364,700	57,860	172,670	100,000	4.50%	217,125	0	5.00%	280,000	40,000	1,232,355	(27,525)	725,390	2027	
2028	1,170,949	32,643	1,203,591	367,825	57,860	172,670	100,000	4.50%	212,625	50,000	5.00%	280,000	1,000	1,241,980	(38,388)	687,002	2028	
2029	1,170,949	30,915	1,201,864	365,125	57,860	172,670	100,000	4.50%	208,125	50,000	5.00%	277,500	1,000	1,232,280	(30,416)	656,586	2029	
2030	1,170,949	29,546	1,200,495	287,525	57,860	172,670	200,000	4.50%	203,625	50,000	5.00%	275,000	1,000	1,247,680	(47,185)	609,401	2030	
2031	1,170,949	27,423	1,198,372	266,250	57,860	172,670	200,000	4.50%	194,625	50,000	5.00%	272,500	1,000	1,214,905	(16,533)	592,869	2031	
2032	1,170,949	26,679	1,197,628	264,950	39,355	172,670	225,000	4.50%	185,625	100,000	5.00%	270,000	1,000	1,258,600	(60,972)	531,897	2032	
2033	1,170,949	23,935	1,194,884	268,500		172,670	250,000	4.50%	175,500	100,000	5.00%	265,000	1,000	1,232,670	(37,786)	494,111	2033	
2034	1,170,949	22,235	1,193,184	266,750		68,654	300,000	4.50%	164,250	150,000	5.00%	260,000	1,000	1,210,654	(17,470)	476,641	2034	
2035	1,170,949	21,449	1,192,397	269,850			350,000	4.50%	150,750	200,000	5.00%	252,500	1,000	1,224,100	(31,703)	444,938	2035	
2036	1,170,949	20,022	1,190,971	267,650			350,000	4.50%	135,000	250,000	5.00%	242,500	1,000	1,246,150	(55,179)	389,759	2036	
2037	1,170,949	17,539	1,188,488	265,300			350,000	4.50%	119,250	300,000	5.00%	230,000	1,000	1,265,550	(77,062)	312,697	2037	
2038	1,170,949	14,071	1,185,020	267,800			350,000	4.50%	103,500	325,000	5.00%	215,000	1,000	1,262,300	(77,280)	235,417	2038	
2039	1,170,949	10,594	1,181,542				350,000	4.50%	87,750	575,000	5.00%	198,750	1,000	1,212,500	(30,958)	204,459	2039	
2040	1,170,949	9,201	1,180,149				400,000	4.50%	72,000	575,000	5.00%	170,000	1,000	1,218,000	(37,851)	166,608	2040	
2041	1,170,949	7,497	1,178,446				400,000	4.50%	54,000	600,000	5.00%	141,250	1,000	1,196,250	(17,804)	148,804	2041	
2042	1,170,949	6,696	1,177,645				400,000	4.50%	36,000	625,000	5.00%	111,250	1,000	1,173,250	4,395	153,199	2042	
2043	1,170,949	6,894	1,177,843				400,000	4.50%	18,000	650,000	5.00%	80,000	1,000	1,149,000	28,842	182,041	2043	
2044	1,170,949	8,192	1,179,140							950,000	5.00%	47,500	15,000	1,012,500	166,640	348,682	2044	
2045	1,170,949	15,691	1,186,639											0	1,186,639	1,535,321	2045	
2046	1,170,949	69,089	1,240,038											0	1,240,038	2,775,359	2046	
Total	26,162,724	745,141	28,778,193	5,172,204	750,000	2,000,000	1,519,077	4,825,000	2,772,000	5,600,000	3,868,750		246,896	32,364,579			Total	
Notes: <sup>1</sup> Assumes the financing of capital projects related to the future TID Amendment.																Projected TID Closure		

## **SECTION 10:**

### **Annexed Property**

---

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

## **SECTION 11:**

### **Estimate of Property to be Devoted to Retail Business**

---

Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

---

#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed use.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

---

Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 14:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the City**

---

This Plan Amendment promotes the orderly development of the City by providing necessary public infrastructure improvements. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment and housing opportunities.

## **SECTION 15:**

### **List of Estimated Non-Project Costs**

---

Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.



## **SECTION 16:**

### **Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)**

---

**NEED WET SIGNATURE & DATED LEGAL OPINION ON ATTORNEY LETTERHEAD**

**SAMPLE**

Mayor  
City of Sheboygan  
828 Center Ave  
Sheboygan, Wisconsin 53081

RE: Project Plan Amendment for Tax Incremental District No. 17

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Sheboygan, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Sheboygan Tax Incremental District No. 17 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

## SECTION 17:

### Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2022		Percentage		
Sheboygan County		15,129,924		21.12%		
City of Sheboygan		31,920,100		44.56%		
School District of Sheboygan Area		22,283,436		31.11%		
Lakeshore Technical College		2,303,112		3.21%		
Total		71,636,572				
Revenue Year	Sheboygan County	City of Sheboygan	School District of Sheboygan Area	Lakeshore Technical College	Total	Revenue Year
2022	132,594	279,738	195,285	20,184	627,800	2022
2023	83,639	176,456	123,184	12,732	396,010	2023
2024	85,227	179,806	125,523	12,973	403,529	2024
2025	101,435	214,001	149,394	15,441	480,271	2025
2026	166,268	350,781	244,880	25,310	787,239	2026
2027	247,309	521,756	364,238	37,646	1,170,949	2027
2028	247,309	521,756	364,238	37,646	1,170,949	2028
2029	247,309	521,756	364,238	37,646	1,170,949	2029
2030	247,309	521,756	364,238	37,646	1,170,949	2030
2031	247,309	521,756	364,238	37,646	1,170,949	2031
2032	247,309	521,756	364,238	37,646	1,170,949	2032
2033	247,309	521,756	364,238	37,646	1,170,949	2033
2034	247,309	521,756	364,238	37,646	1,170,949	2034
2035	247,309	521,756	364,238	37,646	1,170,949	2035
2036	247,309	521,756	364,238	37,646	1,170,949	2036
2037	247,309	521,756	364,238	37,646	1,170,949	2037
2038	247,309	521,756	364,238	37,646	1,170,949	2038
2039	247,309	521,756	364,238	37,646	1,170,949	2039
2040	247,309	521,756	364,238	37,646	1,170,949	2040
2041	247,309	521,756	364,238	37,646	1,170,949	2041
2042	247,309	521,756	364,238	37,646	1,170,949	2042
2043	247,309	521,756	364,238	37,646	1,170,949	2043
2044	247,309	521,756	364,238	37,646	1,170,949	2044
2045	247,309	521,756	364,238	37,646	1,170,949	2045
2046	247,309	521,756	364,238	37,646	1,170,949	2046
		5,525,669	11,657,687	8,138,237	841,130	26,162,723

**CITY OF SHEBOYGAN  
R. O. 75-23-24**

**CITY PLAN COMMISSION.**

**DECEMBER 4, 2023.**

Your Commission was requested to consider recommending that the Common Council approve an amendment to the Project Plan and Boundaries of Tax Incremental District No. 18 at its meeting on November 14, 2023, your commission considered and approved a motion as follows:

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 18 (the "District") was created by the City on December 18, 2017 and

WHEREAS, the City now desires to amend the Project Plan of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Amend the categories, locations, or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District (the "Amendment") has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;

- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f); and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property located within the territory proposed to be added to the District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 14, 2023 held a public hearing concerning the proposed amended boundaries of the District and the proposed amendment to its Project Plan, providing interested parties a reasonable opportunity to express their views thereon.

NOW, THEREFORE, BE IT RESOLVED by the Plan Commission of the City of Sheboygan that:

1. It recommends to the Common Council that the boundaries of Tax Incremental District No. 18 be amended with boundaries as designated in Exhibit A of this Resolution.
2. It approves and adopts the amended Project Plan for the District, attached as Exhibit B, and recommends its approval to the Common Council.
3. Amendment of the District's Project Plan and boundaries promotes orderly development in the City.

As a result of the above motion, your Commission makes the recommendations listed in paragraphs one and two above and requests that the Common Council find that amendment of the District's Project Plan and boundaries promotes orderly development in the City.

December 4, 2023

## PROJECT PLAN AMENDMENT

# City of Sheboygan, Wisconsin

## Tax Incremental District No. 18



---

Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting	November 14, 2023
Held:	
Public Hearing Held:	November 14, 2023
Approval by Plan Commission:	November 14, 2023
Adoption by Common Council:	Scheduled for Dec. 4, 2023
Approval by the Joint Review Board:	Scheduled for Dec. 19, 2023

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## SECTION 1: Executive Summary

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### DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 18 (“District”) is a 290.65 - acre Industrial District created on December 18, 2017. The District was created to:

- Provide the financing tool necessary to pay public infrastructure and development incentives to promote industrial development.

### Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).

### Estimated Total Project Cost Expenditures

The City anticipates making total expenditures of approximately \$36M (“Project Costs”) of which \$5.4M are being added as part of this amendment, to undertake the projects listed in this Project Plan (“Plan”). New Project Costs include an estimated \$3.4M for Taylor Drive, \$1.2M for Storm Water, and \$800K for fill and compaction.

### Incremental Valuation

The City projects that new land and improvements value of approximately \$130M will result from existing and new Project Costs. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumption as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

### Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District won’t generate sufficient tax increment to pay all Project Costs within its allowable 20 years. As such, it is possible that the City may seek to extend the TID life in the future.

### Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**

The expectation that the Project will create employment opportunities once the development has occurred. In addition, the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District, as amended, is suitable for industrial sites as defined by Wis. Stat. § 66.1101 and has been zoned for industrial use. Any real property within the District that was found suitable for industrial sites and was zoned for industrial use at the time of creation of the District or at the time of this Plan Amendment will remain zoned for industrial use for the life of the District.
5. Based on the foregoing finding, the District remains designated as an industrial district.



6. That Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that no territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That for those parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution, the City pledges to pay the Town of Wilson an amount equal to the property taxes the town last levied on the territory for each of the next five years.

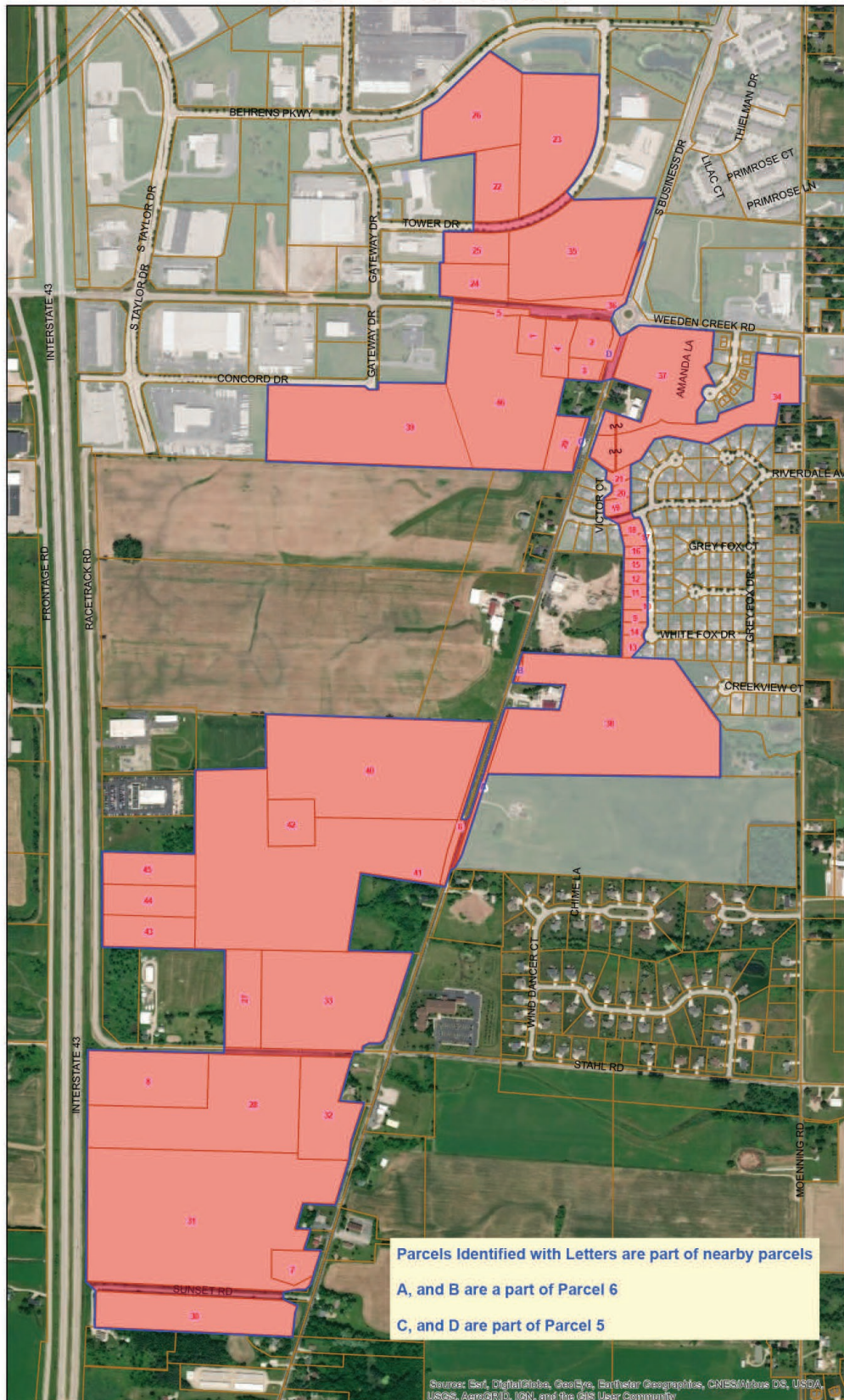
## **SECTION 2:**

### **Preliminary Map of Original District Boundary and Territory to be Added**

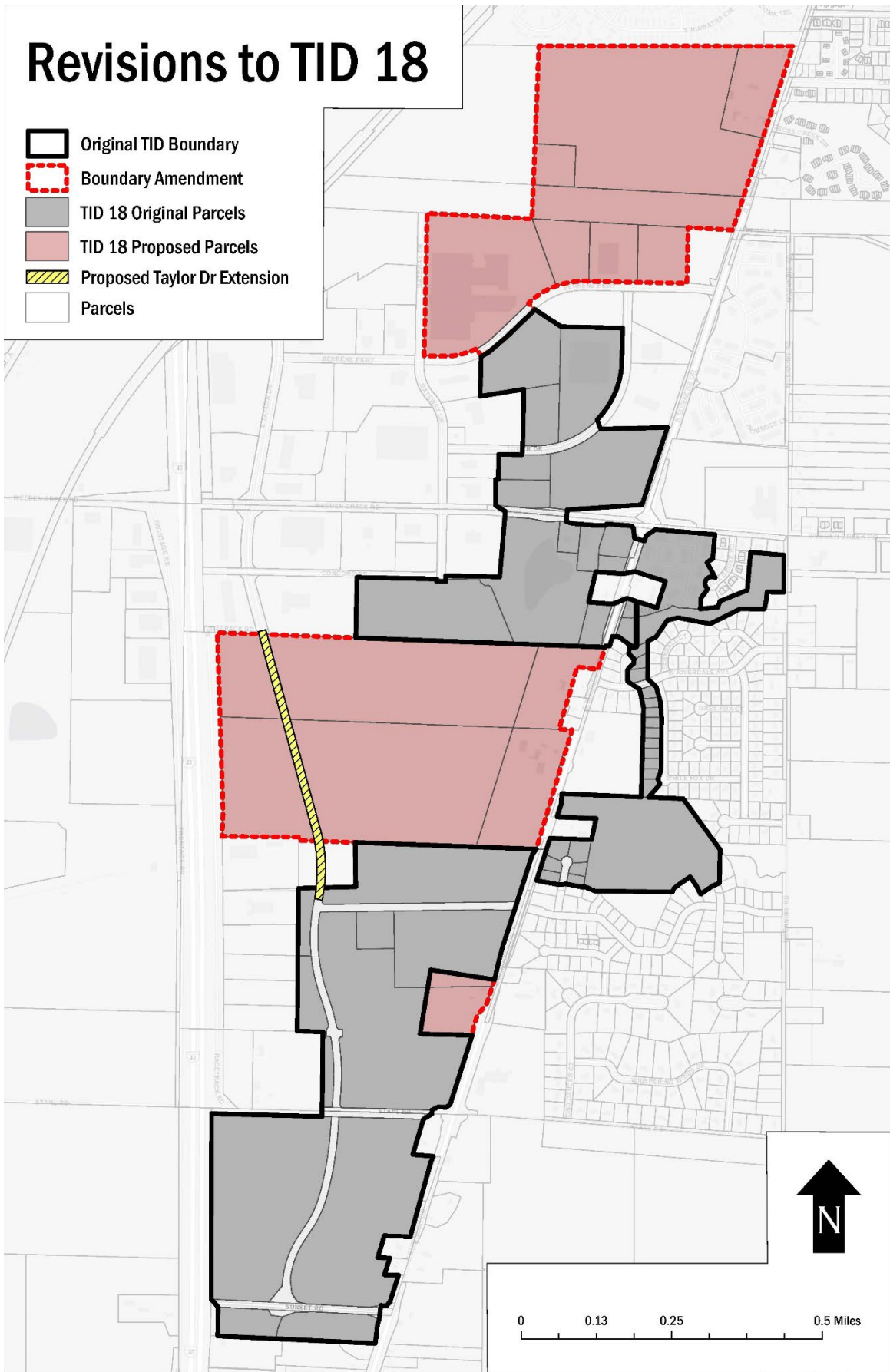
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Maps Found on Following Page.

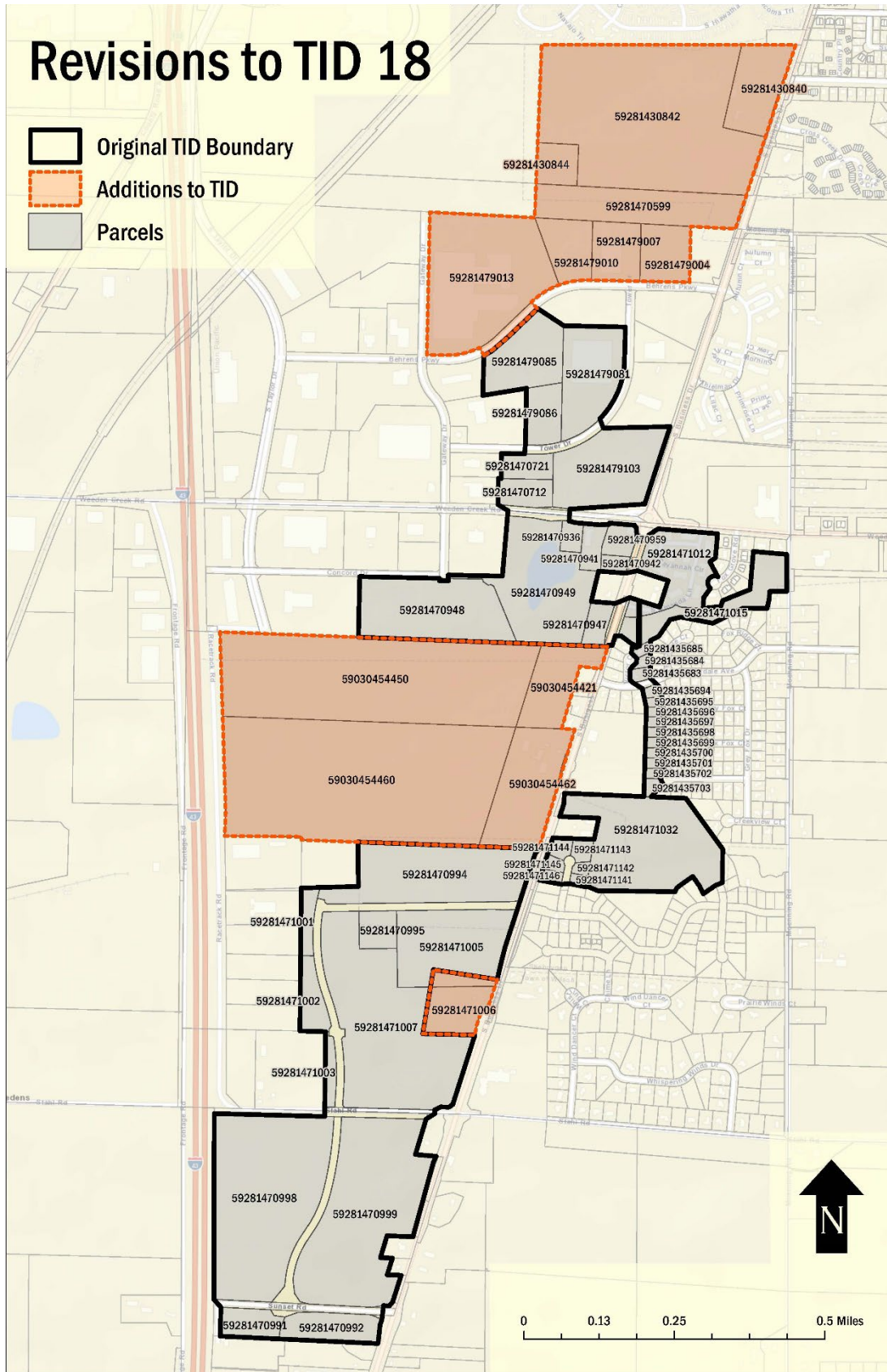
# TID 18 Parcels









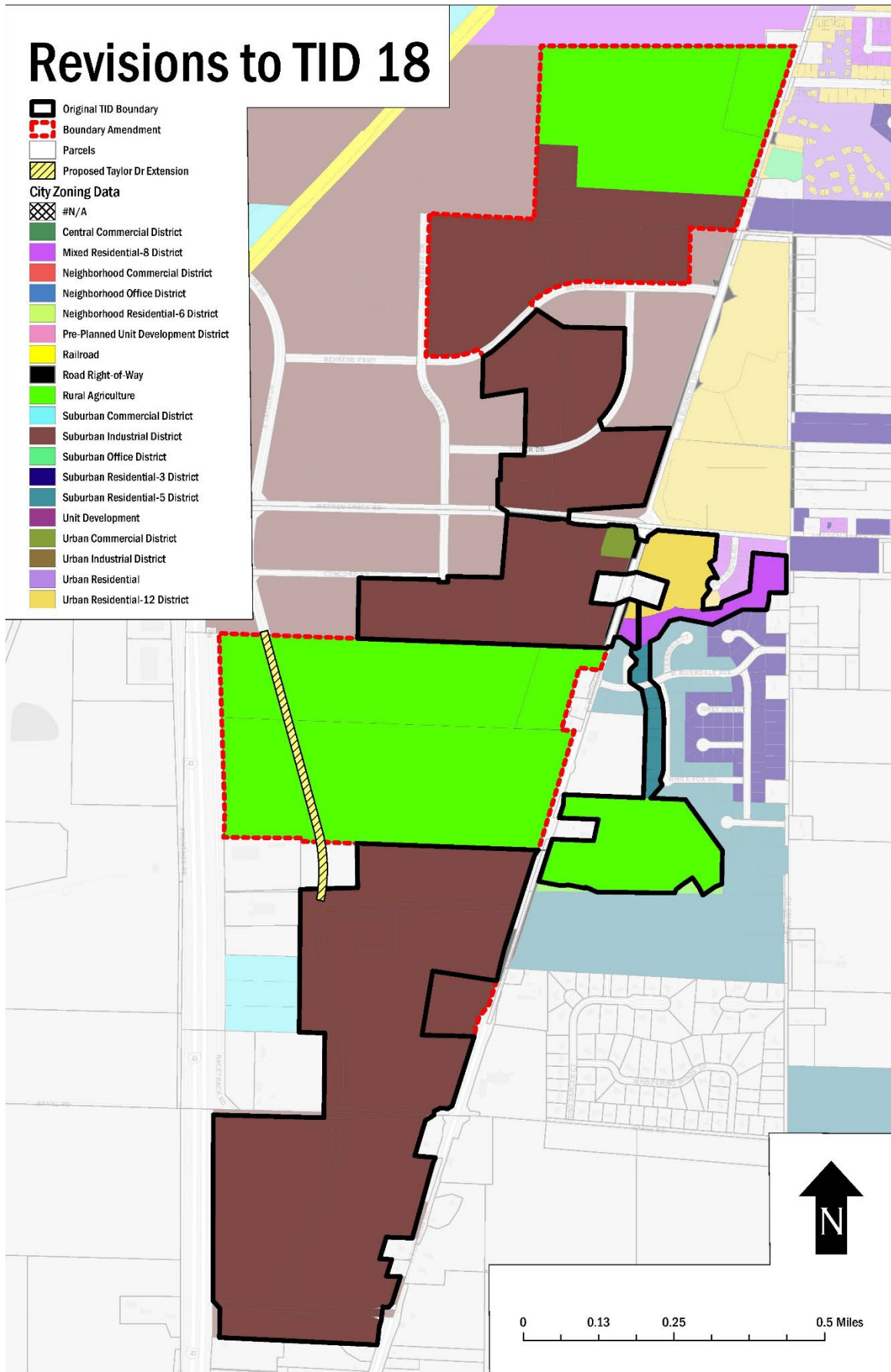


## **SECTION 3:**

### **Map Showing Existing Uses and Conditions Within the Territory to be Added**

---

Map Found on Following Page.





## SECTION 4:

### Preliminary Identification of Parcels to be Added

# City of Sheboygan

## Tax Incremental District No. 18

## Base Property Information

Property Information							Assessment Information 1				Equalized Value						
					Wetland	Annexed Post 1/1/04? ...Indicate date	Part of Existing TID? ...Indicate TID #										
Map Ref #	Parcel Number	Street Address	Owner	Acreage				Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	
NA	ROW Areas																
	59281430842	S Business Dr	City of Sheboygan	48.96		N		0	0		0	100.00%	0	0	0	0	
	59281430840	S Business Dr	City of Sheboygan	7.54		N		0	0		0	100.00%	0	0	0	0	
	59281430844		WI Power & Light Co	3.00		N		0	0		0	100.00%	0	0	0	0	
	59281470599		WIS Power & Light Co	12.37		N		0	0		0	100.00%	0	0	0	0	
	59281479004		Partners for Communit	5.00		N		112,200	0		112,200	100.00%	112,200	0	0	112,200	
	59281479007	2932 Behrens Parkway	Sheboygan WP LLC	5.00		N		222,500	1,807,300		2,029,800	100.00%	222,500	1,807,300	0	2,029,800	
	59281479010		Sheboygan WP LLC	5.00		N		243,900			243,900	100.00%	243,900	0	0	243,900	
	59281479013	4243 Gateway Dr	JL French LLC	25.00		N		643,700	9,557,700		10,201,400	100.00%	643,700	9,557,700	0	10,201,400	
	59030454421	S Business Dr	The Boerke Company LI	9.82		N		4,900	3,900		8,800						
	59030454460		The Boerke Company LI	59.48		N		68,500	0		68,500						
	59030454462	5030 S Business Dr	The Boerke Company LI	11.97		N		42,000	187,200		229,200						
	59281471006	S Business Dr	City of Sheboygan	4.89		N		0	0		0						
	59030454450		The Boerke Company LI	42.90		N		67,000	0		67,000	100.00%	67,000	0	0	67,000	
								0			0	100.00%	0	0	0	0	

**Notes:**

1Assessed valuations as of 1-1-2022. Actual base value will be determined using 1-1-2023 assessed values.

## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$120,726,300. This value is less than the maximum of \$504,527,280 in equalized value that is permitted for the City.

City of Sheboygan, Wisconsin	
Tax Increment District #18	
Valuation Test Compliance Calculation	
District Creation Date	12/18/2017
	Valuation Data Currently Available 2023
Total EV (TID In)	4,204,394,000
12% Test	504,527,280
Increment of Existing TIDs	
TID #16	25,672,800
TID #17	21,033,000
TID #18	20,452,500
TID #19	6,509,300
TID #20	34,404,400
Total Existing Increment	108,072,000
Projected Base of New or Amended District	12,654,300
Total Value Subject to 12% Test	120,726,300
Compliance	PASS

## **SECTION 6:**

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

---

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on December 18, 2017, is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

#### **Property, Right-of-Way and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that

property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1. c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **Site Preparation Activities**

### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Streets and Streetscape**

#### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

#### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

### **Community Development**

#### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

#### **Contribution to Redevelopment Authority (RDA)**

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property

acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

### **Revolving Loan/Grant Program (Development Incentives)**

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

### **Miscellaneous**

#### **Rail Spur**

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

#### **Property Tax Payments to Town**

Property tax payments due to the Town of Wilson under Wis. Stat. § 66.1105(4)(gm)1. because of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.

#### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

#### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the



undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

**Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7:**

### **Map Showing Proposed Improvements and Uses Within the Territory to be Added**

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Map Found on Following Page.

INSERT MAP FROM CLIENT

## SECTION 8:

### Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

#### City of Sheboygan, Wisconsin

##### Tax Increment District # 18

##### Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Phase II 2018	Ongoing with Cash Flow	2023 TID Amendment	Total (Note 1)
1	Grading		4,100,610			4,100,610
2	Street Construction		2,525,798			2,525,798
3	Storm Sewer		2,600,825			2,600,825
4	Sanitary Sewer		2,436,350			2,436,350
5	Water Main		2,700,900			2,700,900
6	Stormwater management		100,000			100,000
7	Street Lighting		244,283			244,283
8	Pump Station Capacity Upgrades		1,344,500			1,344,500
9	Allowance for Downstream Sanitary Sewer Capacity Improvements		3,000,000			3,000,000
10	Wetland Mitigation		150,000			150,000
11	Entrance Monuments		300,000			300,000
12	Landscaping		172,000			172,000
13	Legal, Engineering, Contingencies		2,951,290			2,951,290
14	Land Acquisition	2,588,968				2,588,968
15	Developer Incentives (PAGO not forecasted in cash flow)/Revolving loan fund	0		3,425,000		3,425,000
16	TID creation and Administration	30,000				30,000
17	Ongoing Administration			652,000		652,000
18	Town Taxes	200				200
19	Financing Costs			1,347,830		1,347,830
20	Taylor Drive Extension				3,400,000	3,400,000
21	Stormwater Pond <sup>2</sup>				1,200,000	1,200,000
22	Engineered Fill & Compaction				825,000	825,000
Total Projects		2,619,168	22,626,556	5,424,830	5,425,000	36,095,554

Notes:

Note 1 Project costs are estimates and are subject to modification

Note 2 The Stormwater pond will be required only if the annexed land is developed. As such, while a TID eligible expense, it's not included in the overall cashflow.

## SECTION 9:

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$130 million in incremental value by 2030. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$17.07 per thousand of equalized value, and a 1% economic appreciation, the Project would generate \$44.4 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 - Development Assumptions

City of Sheboygan, Wisconsin											
Tax Increment District # 18											
Development Assumptions											
Construction Year		Actual	FedX	Torginol Development	Consolidated Construction - Spec Bldg	Nemak	Project Ice Box	Industrial Development	Acres	Annual Total	Construction Year
1	2018	3,995,700	Part of the Actual Amounts							3,995,700	2018 1
2	2019	8,532,100								8,532,100	2019 2
3	2020	1,079,600								1,079,600	2020 3
4	2021	4,732,400								4,732,400	2021 4
5	2022	2,112,700								2,112,700	2022 5
6	2023				6,750,000					6,750,000	2023 6
7	2024					10,000,000	30,000,000			40,000,000	2024 7
8	2025					8,000,000	30,000,000	13,000,000	20	51,000,000	2025 8
9	2026							13,000,000	20	13,000,000	2026 9
10	2027							13,000,000	20	13,000,000	2027 10
11	2028							9,750,000	15	9,750,000	2028 11
12	2029							9,750,000	15	9,750,000	2029 12
13	2030							9,750,000	15	9,750,000	2030 13
14	2031							9,750,000	15	9,750,000	2031 14
15	2032							6,500,000	10	6,500,000	2032 15
16	2033							6,500,000	10	6,500,000	2033 16
17	2034							6,500,000	10	6,500,000	2034 17
18	2035							6,500,000	10	6,500,000	2035 18
19	2036									0	2036 19
20	2037									0	2037 20
Totals		20,452,500	0	0	6,750,000 0	18,000,000 0	60,000,000 0	104,000,000		209,202,500	
Notes:											
Assumed value per acre based discounted value of Southeastern WI developed business park				Developable Acres Assumed value per acre				230.5 650,000	160	Remaining After Known Development	

**Table 2 – Tax Increment Projection Worksheet****City of Sheboygan, Wisconsin****Tax Increment District # 18****Tax Increment Projection Worksheet**

Type of District	Industrial	Base Value	10,895,280	Apply to Base Value
District Creation Date	January 1, 2018	Appreciation Factor	1.00%	
Valuation Date	Jan 1, 2018	Base Tax Rate	\$24.46	
Max Life (Years)	20	Rate Adjustment Factor		
Expenditure Period/Termination	15 1/1/2033			
Revenue Periods/Final Year	20 2039			
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	4.50%	
Recipient District	No	Taxable Discount Rate	5.50%	

Construction			Valuation	Inflation	Revenue		Tax	Tax Exempt		
Year	Value Added	Year	Increment	Total Increment	Year	Tax Rate	Increment	NPV Calculation	Taxable NPV Calculation	
1	2018	3,995,700	2019	0	3,995,700	2020	\$24.46	97,738	85,647	83,235
2	2019	8,532,100	2020	0	12,527,800	2021	\$22.87	286,453	325,855	314,464
3	2020	1,079,600	2021	0	13,607,400	2022	\$21.86	297,470	564,560	542,068
4	2021	4,732,400	2022	0	18,339,800	2023	\$19.19	352,023	834,877	797,372
5	2022	2,112,700	2023	0	20,452,500	2024	\$17.07	349,088	1,091,397	1,037,348
6	2023	6,750,000	2024	204,525	27,202,500	2025	\$17.07	464,299	1,417,885	1,339,884
7	2024	40,000,000	2025	272,025	67,474,525	2026	\$17.07	1,151,671	2,192,850	2,051,190
8	2025	51,000,000	2026	674,745	119,149,270	2027	\$17.07	2,033,668	3,502,385	3,241,762
9	2026	13,000,000	2027	1,191,493	133,340,763	2028	\$17.07	2,275,892	4,904,787	4,504,678
10	2027	13,000,000	2028	1,333,408	147,674,171	2029	\$17.07	2,520,538	6,391,057	5,830,435
11	2028	9,750,000	2029	1,476,742	158,900,912	2030	\$17.07	2,712,159	7,921,452	7,182,611
12	2029	9,750,000	2030	1,589,009	170,239,921	2031	\$17.07	2,905,696	9,490,449	8,555,753
13	2030	9,750,000	2031	1,702,399	181,692,321	2032	\$17.07	3,101,168	11,092,886	9,944,869
14	2031	9,750,000	2032	1,816,923	193,259,244	2033	\$17.07	3,298,595	12,723,940	11,345,390
15	2032	6,500,000	2033	1,932,592	201,691,836	2034	\$17.07	3,442,525	14,352,861	12,730,822
16	2033	6,500,000	2034	2,016,918	210,208,755	2035	\$17.07	3,587,893	15,977,461	14,099,481
17	2034	6,500,000	2035	2,102,088	218,810,842	2036	\$17.07	3,734,716	17,595,720	15,449,877
18	2035	6,500,000	2036	2,188,108	227,498,951	2037	\$17.07	3,883,007	19,205,781	16,780,695
19	2036	0	2037	2,274,990	229,773,940	2038	\$17.07	3,921,837	20,761,916	18,054,749
20	2037	0	2038	2,297,739	232,071,680	2039	\$17.07	3,961,055	22,265,932	19,274,460
Totals		209,202,500	23,073,705		Future Value of Increment		44,377,491			

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

## Financing and Implementation

Table 3 provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District isn't projected to accumulate sufficient funds by the end of the TID life. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 – Financing Plan**

City of Sheboygan, Wisconsin		
Tax Increment District # 18		
Estimated Financing Plan - Amended Area		
	G.O. Bond 2024	Totals
Projects		
Taylor Drive Extension	3,400,000	3,400,000
Stormwater Pond2	0	0
Engineered Fill & Compaction	825,000	825,000
Total Project Funds	4,225,000	4,225,000
Estimated Finance Related Expenses		
Municipal Advisor	43,500	
Bond Counsel	22,500	
Rating Agency Fee	20,000	
Paying Agent	850	
Underwriter Discount	12.00 52,200	
Contingency/ Disclosure counsel	13,500	
Total Financing Required	4,377,550	
Estimated Interest	4.00% (28,167)	
Assumed spend down (months)	2	
Rounding	617	
Net Issue Size	4,350,000	4,350,000
Notes:		



Table 4 - Cash Flow

## City of Sheboygan, Wisconsin

Tax Increment District # 18

Cash Flow Projection

Year	Projected Revenues				Expenditures							Balances		Year	
	Tax Increments	Interest Earnings/ (Cost)	Land Sale	Total Revenues	Debt Service	Development Incentives	G.O. Bond Dated Date 4/1/24 \$ 4,350,000			Payments on Advances from City	Admin. & Prof. Services	Total Expenditures	Annual		Cumulative
							Principal	Est. Rate	Interest						
2022													0	(863,839)	2022
2023	352,023	(12,958)		339,066	539,633						80,000	1,159,265	(820,199)	(1,684,038)	2023
2024	349,088	(25,261)	400,000	723,828	579,105	367,500	0	4.50%	97,875		80,000	1,703,585	(979,757)	(2,663,796)	2024
2025	464,299	(39,957)	400,000	824,342	692,640	343,223	0	4.50%	195,750		80,000	2,004,253	(1,179,911)	(3,843,707)	2025
2026	1,151,671	(57,656)	400,000	1,494,016	809,943	335,223	0	4.50%	195,750		80,000	2,230,858	(736,842)	(4,580,549)	2026
2027	2,033,668	(68,708)	300,000	2,264,960	920,570	343,223	100,000	4.50%	195,750		80,000	2,560,113	(295,153)	(4,875,702)	2027
2028	2,275,892	(73,136)	300,000	2,502,757	1,034,345	343,223	100,000	4.50%	191,250		80,000	2,783,163	(280,406)	(5,156,109)	2028
2029	2,520,538	(77,342)	300,000	2,743,197	1,140,855	343,223	100,000	4.50%	186,750		30,000	2,941,683	(198,486)	(5,354,595)	2029
2030	2,712,159	(80,319)	300,000	2,931,840	1,264,610	343,223	100,000	4.50%	182,250		30,000	3,184,693	(252,853)	(5,607,448)	2030
2031	2,905,696	(84,112)	200,000	3,021,584	1,375,065	343,223	100,000	4.50%	177,750		30,000	3,401,103	(379,519)	(5,986,967)	2031
2032	3,101,168	(89,805)	200,000	3,211,364	1,397,118		100,000	4.50%	173,250		30,000	3,097,485	113,879	(5,873,088)	2032
2033	3,298,595	(88,096)	200,000	3,410,499	1,401,805		350,000	4.50%	168,750		30,000	3,352,360	58,139	(5,814,950)	2033
2034	3,442,525	(87,224)	200,000	3,555,300	1,399,740		500,000	4.50%	153,000		30,000	3,482,480	72,820	(5,742,129)	2034
2035	3,587,893	(86,132)		3,501,762	1,400,850		500,000	4.50%	130,500		1,000	3,433,200	68,561	(5,673,568)	2035
2036	3,734,716	(85,104)		3,649,612	1,399,980		550,000	4.50%	108,000		1,000	3,458,960	190,652	(5,482,915)	2036
2037	3,883,007	(82,244)		3,800,763	1,402,380		600,000	4.50%	83,250		1,000	3,489,010	311,753	(5,171,162)	2037
2038	3,921,837	(77,567)		3,844,269	1,398,080		600,000	4.50%	56,250		1,000	3,453,410	390,859	(4,780,303)	2038
2039	3,961,055	(71,705)		3,889,351	1,032,268		650,000	4.50%	29,250		1,000	2,744,785	1,144,566	(3,635,738)	2039
2040	3,961,055	(54,536)		3,906,519	1,029,120						1,000	2,059,240	1,847,279	(1,788,459)	2040
2041	3,961,055	(26,827)		3,934,228						1,400,000	1,000	1,401,000	2,533,228	744,770	2041
2042	3,961,055	11,172		3,972,227						396,000	15,000	411,000	3,561,227	4,305,996	2042
Total	55,578,996	(1,257,514)	3,200,000	57,521,482	20,218,105	2,762,061	4,350,000		2,325,375	1,796,000	682,000	52,351,647			Total

Notes: Land sales based upon sale v \$ 20,000  
Average based upon higher values along interstate and lower values inland.  
Land sale assumed one year prior to construction of new development

Projected TID Closure

## SECTION 10:

### **Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. Since territory proposed to be added to the District has been annexed within the past three years, the City pledges to pay the Town of Wilson for each of the next five years an amount equal to the property taxes levied on that territory by the town at the time of the annexation. Such payments allow for inclusion of the annexed lands as a permitted exception under Wis. Stat. § 66.1105(4)(gm)1.

## **SECTION 11:**

### **Estimate of Property to be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that no territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

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#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial development.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 14:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the City**

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This Plan Amendment promotes the orderly development of the City by creating new industrial site providing necessary public infrastructure improvements and financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities.

## **SECTION 15:**

### **List of Estimated Non-Project Costs**

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Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

## SECTION 16:

### Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

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December 4, 2023

Mayor Ryan Sorenson  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: Project Plan Amendment - Tax Incremental District No. 18 of the City of Sheboygan, Wisconsin

Dear Mayor Sorenson:

I have reviewed the Project Plan Amendment to Tax Incremental District No. 18, City of Sheboygan, with respect to the completeness of the amendment and its compliance with Section 66.1105(4), Wis. Stats. My examination of the project plan amendment included and confirmed the following:

1. The Project Plan Amendment includes modification of the district's boundaries, but such modification complies with the limitations provided in Wis. Stat. § 66.1105(4)(h)2.
2. There has been compliance with the public notice and hearing requirements contained in Wis. Stat. § 66.1105(4)(h)1 for modification of boundaries.
3. Subsequent to the public hearing on November 14, 2023, the Plan Commission:
  - (a) Prepared approved, and adopted the amended Project Plan for Tax Incremental District No. 18; and
  - (b) Recommended that the Common Council approve modification of the district's boundaries as provided in the amended Project Plan.
4. The Plan is complete and complies with the requirements provided in Wis. Stat. § 66.1105(4)(f), and promotes the orderly development of the City.

CITY ATTORNEY'S OFFICE

CITY HALL  
828 CENTER AVENUE  
SUITE 210  
SHEBOYGAN, WI 53081

920/459-3917  
FAX 920/459-3919

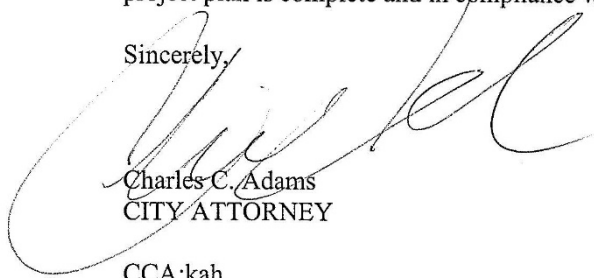
[www.sheboyganwi.gov](http://www.sheboyganwi.gov)



Mayor Ryan Sorenson  
December 4, 2023  
Page 2

Based upon the above findings, it is the opinion of this office that this amended project plan is complete and in compliance with Section 66.1105(4), Wis. Stats.

Sincerely,



Charles C. Adams  
CITY ATTORNEY

CCA:kah

cc: Meredith DeBruin, City Clerk  
Casey Bradley, City Administrator  
Diane McGinnis-Casey, Director of Planning and Development

## **SECTION 17:**

### **Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions**

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:				2022	Percentage	
Sheboygan County				15,129,924	21.12%	
City of Sheboygan				31,920,100	44.56%	
School District of Sheboygan Area				22,283,436	31.11%	
Lakeshore Technical College				2,303,112	3.21%	
Total				71,636,572		
Revenue Year	Sheboygan County	City of Sheboygan	School District of Sheboygan Area	Lakeshore Technical College	Total	Revenue Year
2020	20,643	43,550	30,403	3,142	97,738	2020
2021	60,500	127,639	89,105	9,209	286,453	2021
2022	62,827	132,548	92,532	9,564	297,470	2022
2023	74,349	156,856	109,501	11,318	352,023	2023
2024	73,729	155,548	108,588	11,223	349,088	2024
2025	98,062	206,884	144,426	14,927	464,299	2025
2026	243,237	513,166	358,241	37,026	1,151,671	2026
2027	429,519	906,170	632,597	65,382	2,033,668	2027
2028	480,677	1,014,101	707,944	73,170	2,275,892	2028
2029	532,347	1,123,111	784,044	81,035	2,520,538	2029
2030	572,819	1,208,494	843,650	87,196	2,712,159	2030
2031	613,694	1,294,731	903,852	93,418	2,905,696	2031
2032	654,979	1,381,830	964,656	99,702	3,101,168	2032
2033	696,676	1,469,801	1,026,069	106,050	3,298,595	2033
2034	727,075	1,533,934	1,070,840	110,677	3,442,525	2034
2035	757,777	1,598,707	1,116,058	115,351	3,587,893	2035
2036	788,787	1,664,129	1,161,729	120,071	3,734,716	2036
2037	820,106	1,730,205	1,207,857	124,838	3,883,007	2037
2038	828,307	1,747,507	1,219,936	126,087	3,921,837	2038
2039	836,590	1,764,982	1,232,135	127,348	3,961,055	2039
9,372,699	19,773,894	13,804,164	1,426,734	44,377,491		

**CITY OF SHEBOYGAN  
R. O. 77-23-24**

**BY CITY CLERK.**

**DECEMBER 4, 2023.**

Submitting a letter from Josh Sizonen asking permission to archery hunt on Parcel No. 59024342830.

Dear elected officials of Sheboygan,

My name is Josh Sizonen, a city of Sheboygan resident. I am writing this letter to ask permission for myself, and only myself to strictly archery hunt this property during the season. I noticed the city of Sheboygan owns a plot of 35 acres on County Road J and Rangeline Road, specifically parcel ID 59024342830. My in-laws own a home across the street, and I have witnessed multiple car collisions involving deer and an overpopulation of this animal in the area. I work for the Sheboygan Water Utility, and in my free time, I am an avid hunter. I am a licensed hunter and have been hunting for over ten years. I am a knowledgeable individual and abide by our local laws and state regulations for hunting. I hold personal values on respecting wildlife with dignity and their habitats. A goal of mine would be to leave the property a cleaner and safer place. To give back to the land, I would gather garbage and report any unauthorized activity that occurs on this property. If granted permission, I am willing to sign any waivers to remove any of the owner's liability for injuries or incidents. As I scout and hunt the property, I can notify the proper authorities what days and times I will be on the land if necessary. Overall, I would love the chance to hunt such a beautiful piece of land close to home, as well as help keep the deer habitat and population in check. I am available to answer any questions about myself, my hunting career, or my intentions for this property. I plan to attend the city council meeting regarding this agenda. Thank you for your time and consideration and I look forward to your response.

Joshua Sizonen  
(920) 334-0291  
Joshsizonen@gmail.com

**CITY OF SHEBOYGAN  
R. O. 78-23-24**

**BY CITY CLERK.**

**DECEMBER 4, 2023.**

Submitting a Summons and Complaint in the matter of Walmart Real Estate Business  
Trust c/o Wal-Mart Stores, Inc. vs. City of Sheboygan.

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Walmart Real Estate Business Trust c/o Wal-Mart Stores,  
Inc. vs. City of Sheboygan**Electronic Filing  
Notice**Case No. 2023CV000596  
Class Code: Money Judgment

FILED

11-09-2023

Sheboygan County

Clerk of Circuit Court

2023CV000596

Honorable Angela W.  
Sutkiewicz

Branch 3

Item 25.

CITY OF SHEBOYGAN  
828 CENTER AVENUE, SUITE 100  
SHEBOYGAN WI 53081

Case number 2023CV000596 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

**Pro Se opt-in code: 92a0d2**

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: November 10, 2023

FILED  
11-09-2023  
Sheboygan County  
Clerk of Circuit Court  
2023CV000596  
Honorable Angela W.  
Sutkiewicz  
Branch 3

Item 25.

STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY

---

WAL-MART REAL ESTATE BUSINESS TRUST  
C/O WAL-MART STORES, INC.  
702 SW 8<sup>th</sup> Street,  
Bentonville, Arkansas 72716,

Plaintiff,

v.

CITY OF SHEBOYGAN,  
828 Center Avenue, Suite 100,  
Sheboygan, Wisconsin 53081,

Defendant.

---

CASE NO.: 23-CV-  
CASE CODE: 30301  
(MONEY JUDGEMENT:  
Over \$10,000)

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**SUMMONS**

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THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The answer must be sent or delivered to the court, whose address is 615 North 6<sup>th</sup> Street, Sheboygan, Wisconsin 53081, and to Mallery s.c., plaintiff's attorneys, whose address is 731 North Jackson Street, Suite 900, Milwaukee, Wisconsin 53202. You may have an attorney help or represent you.

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

Dated this 9<sup>th</sup> day of November, 2023.

MALLERY, S.C.

By: s/ Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: cstrohbehn@mallerysc.com

RUSSELL J. KARNES

State Bar No. 1054982

Email: rkarnes@mallerysc.com

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: sbailey@mallerysc.com

P.O. ADDRESS:

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678



FILED  
11-09-2023

Item 25.

Sheboygan County  
Clerk of Circuit Court  
2023CV000596  
Honorable Angela W.  
Sutkiewicz  
Branch 3

STATE OF WISCONSIN      CIRCUIT COURT      SHEBOYGAN COUNTY

WAL-MART REAL ESTATE BUSINESS TRUST  
C/O WAL-MART STORES, INC.  
702 SW 8<sup>th</sup> Street,  
Bentonville, Arkansas 72716,

Plaintiff,

v.

CASE NO.: 23-CV-  
CASE CODE: 30301  
(MONEY JUDGEMENT:  
Over \$10,000)

CITY OF SHEBOYGAN,  
828 Center Avenue, Suite 100,  
Sheboygan, Wisconsin 53081,

Defendant.

---

**COMPLAINT**

---

Plaintiff, Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc., (“Walmart”), by its attorneys Mallery, s.c., for its complaint against defendant, City of Sheboygan (“the City”), alleges as follows:

**Nature of Action and Parties**

1. This action is brought under Wis. Stat. §74.37(3)(d), for a declaration by this Court that the 2023 value with respect to the parcel of real property in the City known as parcel #59281-479120 (“the Property”), is no more than \$9,380,000 and, if necessary, for a refund of the excessive real estate taxes due to be imposed on Walmart by the City for the Property in 2023, plus statutory interest.

2. Walmart is a foreign corporate entity duly licensed to conduct business in the State of Wisconsin. Walmart is located at 702 SW 8<sup>th</sup> Street, Bentonville, Arkansas 72716. Walmart is the owner of the Property and is responsible for the payment of property taxes, as well as for the prosecution of property tax disputes involving the Property.

3. The City is a body politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 100, within the City.

4. The Property is located at 3711 South Taylor Drive, within the City.

### **Background Facts**

5. The 2023 value of the Property was set by the City Assessor's office at \$18,010,500.

6. Walmart timely filed an objection to the 2023 assessment of the Property with the City's Board of Review ("BOR") pursuant to Wis. Stat. §70.47. The Board granted a Waiver of Board of Review Hearing ("Waiver") in accordance with the provisions of Wis. Stat. §70.37(3). A copy of the Waiver is attached as Exhibit A.

7. Walmart timely brings this action and seeks review of the assessment as set forth below.

### **First Claim for Relief – Excessive Tax Assessment**

8. The allegations of paragraphs 1-7 are incorporated as if fully re-alleged herein.

9. The value of the Property as of January 1, 2023 was no higher than \$9,380,000.

10. The 2023 assessment of the Property was excessive. As a result, the tax imposed on the Property for 2023 was excessive.

11. Walmart is entitled to a refund of 2023 taxes paid as may be determined to be due to Walmart, plus statutory interest.

**Second Claim for Relief – Non-Uniform Tax Assessment**

12. The allegations of paragraphs 1-11 are incorporated as if fully re-alleged herein.

13. The value of the Property as of January 1, 2023 was no higher than \$9,380,000.

14. Upon information and belief, the 2023 assessment was not uniform with the assessment of other properties in the City and State and therefore, violates the Uniformity Clause of the Wisconsin Constitution.

15. Walmart is entitled to a refund of 2023 taxes paid as may be determined to be due to Walmart, plus statutory interest.

**Third Claim for Relief – Declaratory Judgment**

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

17. As alleged above, the City's BOR delegated its authority to determine the 2023 value of the Property to this Court for its determination.

18. An actual and justiciable controversy exists as to Walmart's right to a reduction in the 2023 value of the Property as set forth in Wis. Stat. §70.47.

19. Walmart seeks a declaratory judgment construing Wis. Stat. §70.47 to mandate a reduction in the 2023 value of the Property from \$18,010,500 to \$9,380,000, in accordance with Wisconsin statutory and case law as well as generally accepted appraisal principles.

20. If the Court rules that a hearing is mandated, Walmart seeks an order scheduling an evidentiary hearing from which this Court may make an administrative determination of the value of the Property.

WHEREFORE, plaintiff Walmart seeks the following relief:

A. A determination that the value of the Property as of January 1, 2023 was no higher than \$9,380,000.

B. A determination that Walmart is entitled to a refund of all taxes paid on the portion of the tax assessment that was excessive.

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

D. Any such other and further relief as the Court deems appropriate and just.

Dated this 9<sup>th</sup> day of November, 2023.

MALLERY, S.C.

By: s/ Christopher L. Strohbehn

CHRISTOPHER L. STROHBEHN

State Bar No. 1041495

Email: cstrohbehn@mallerysc.com

RUSSELL J. KARNES

State Bar No. 1054982

Email: rkarnes@mallerysc.com

SAMANTHA S. BAILEY

State Bar No. 1118995

Email: sbailey@mallerysc.com

P.O. ADDRESS:

731 North Jackson Street, Suite 900

Milwaukee, Wisconsin 53202

Telephone: 414-271-2424

Facsimile: 414-271-8678

## Request for Waiver of Board of Review (BOR) Hearing

Section 70.47 (8m), Wis. Stats., states, "The board may, at the request of the taxpayer or assessor, or at its own discretion, waive the hearing of an objection under sub. (8) or, in a 1<sup>st</sup> class city, under sub. (16) and allow the taxpayer to have the taxpayer's assessment reviewed under sub. (13). For purposes of this subsection, the board shall submit the notice of decision under sub. (12) using the amount of the taxpayer's assessment as the finalized amount. For purposes of this subsection, if the board waives the hearing, the waiver disallows the taxpayer's claim on excessive assessment under sec. 74.37(3) and notwithstanding the time period under sec. 74.37(3)(d), the taxpayer has 60 days from the notice of hearing waiver in which to commence an action under sec. 74.37(3)(d)."

**NOTE: The legal requirements of the Notice of Intent to Appear must be satisfied and the Objection Form must be completed and submitted as required by law prior to the Request for Waiver of Board of Review Hearing being submitted.**

**NOTE: Request for Waiver must be presented prior to the commencement of the hearing.**

Municipality <b>City of Sheboygan</b>		County <b>Sheboygan</b>	
Requestor's name <b>Wal-Mart Real Estate Business Trust c/o Wal-Mart Stores, Inc.</b>		Agent name (if applicable) * <b>Mallery s.c.</b>	
Requestor's mailing address <b>PO Box 8050, Bentonville, AR 72716</b>		Agent's mailing address <b>731 N. Jackson Street, Suite 900 Milwaukee, WI 53202</b>	
Requestor's telephone number <b>( 479 ) 204 - 3835</b>	<input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone	Agent's telephone number <b>( 414 ) 271 - 2424</b>	<input checked="" type="checkbox"/> Land Line <input type="checkbox"/> Cell Phone
Requestor's email address <b>brandon.caplana@walmart.com</b>		Agent's email address <b>cstrohbehn@mallerysc.com / rkarnes@mallerysc.com</b>	

Property address <b>3711 South Taylor Drive, Sheboygan, WI 53081</b>	
Legal description or parcel number <b>59281-473120</b>	
Taxpayer's assessment as established by assessor - Value as determined due to waiving of BOR hearing <b>\$ 18,653,800</b>	
Property owner's opinion of value <b>\$ 8,860,000</b>	
Basis for request <b>To take matter directly to Circuit Court as the 2020 and 2021 matters are currently in litigation.</b>	
Date Notice of Intent to Appear at BOR was given <b>09 - 12 - 2023</b>	Date Objection Form was completed and submitted <b>09 - 12 - 2023</b>

All parties to the hearing understand that in granting of this waiver there can be no appeal to the Department of Revenue under sec. 70.85, Wis. Stats. An action under sec. 70.47(13), Wis. Stats., must be commenced within 90 days of the receipt of the notice of the waiving of the hearing. An action under sec. 74.37(3)(d), Wis. Stats., must be commenced with 60 days of the receipt of the notice of the waiving of the hearing.

  
Requestor's / Agent's Signature

\*If agent, attach signed Agent Authorization [Form, PA-105](#)

### Decision

☒ Approved ☐ Denied

Reason \_\_\_\_\_

  
Board of Review Chairperson's Signature

☒ Taxpayer advised **9-13-2023**  
Date

**9-13-2023**  
Date

**PLAINTIFF'S  
EXHIBIT**

**A**

**CITY OF SHEBOYGAN  
RESOLUTION 111-23-24**

**BY ALDERPERSONS DEKKER AND SALAZAR.**

**DECEMBER 4, 2023.**

A RESOLUTION authorizing the appropriate City officials to enter into an Employment Agreement with Kelly Hendec.

WHEREAS, on November 17, 2023, pursuant to section 2-550(b) of the Sheboygan Municipal Code, Mayor Ryan Sorenson and City Administrator Casey Bradley recommended to the Common Council that Kelly Hendec be appointed as the Director of Human Resources and Labor Relations for the City of Sheboygan effective December 5, 2023.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into an Employment Agreement with Kelly Hendec, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

---

Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SHEBOYGAN  
AND  
KELLY HENDEE**

This Agreement is made and entered on the date of last party execution, by and between the City of Sheboygan, a Wisconsin municipal corporation with offices at 828 Center Ave., Sheboygan, WI 53081 ("City" or "Employer") and Kelly Hendee ("Employee").

**WHEREAS**, the City desires to hire Kelly Hendee as an employee of the City of Sheboygan to serve as Director of Human Resources and Labor Relations ("HR Director") for the City effective December 22, 2023 ("Effective Date"); and

**WHEREAS**, Kelly Hendee possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as HR Director; and

**WHEREAS**, Kelly Hendee has been duly appointed by the common council based on the recommendation of the city administrator and the mayor, as provided in § 2-550, Sheboygan Municipal Code; and

**NOW THEREFORE**, the parties agree as follows:

1. **Appointment.** Kelly Hendee is hired as an at-will employee of the City, holding the position of Director of Human Resources and Labor Relations pursuant to the terms, conditions, and provisions of this Agreement and of the relevant ordinances and statutes. Employee shall have and exercise full authority and discretion as HR Director and as a Department Head within the City's organizational structure
2. **Term.** This Agreement shall remain in full force and effect beginning on the Effective Date and shall expire on December 21, 2026, unless terminated sooner as provided herein.
3. **Oath.** Employee shall take and file an oath for the faithful performance of her duties and responsibilities within ten days of the Effective Date, as required by § 2-202, Sheboygan Municipal Code.
4. **Duties.** The duties of the Employee shall be as set forth in § 2-550(c), Sheboygan Municipal Code, as well as in the Council-approved job description in effect at the time of the execution of this Agreement, which is incorporated by reference. Amendments or modifications to the job description shall not take effect unless approved via a Council resolution. The Employee serves at the pleasure of the Common Council and is an at-will employee.

**5. Compensation and Benefits.** The City agrees to pay Employee an annual base salary payable in a biweekly schedule of installments at the same time that other City employees are paid. The City shall pay Employee based upon an annual base salary of \$145,000. Employee will then be placed on the City's employee classification and compensation plan (which is incorporated by reference) and receive the same increases (including cost-of-living increases) as all non-represented employees beginning January 1, 2024. Employee shall be entitled to health, dental, vision, disability, life, and other supplemental insurances on the same basis as provided to other management personnel. Employee is authorized to take up to ten (10) days of vacation during December 2023, whether before or after the effective date of the Agreement. Employee shall receive 160 hours of PTO effective January 1, 2024 and shall be granted paid leave according to City policy.

**6. Relocation Expenses.**

- a. City agrees to provide Employee with \$5,000 for reasonable relocation expenses within the first year of her employment. In order to be eligible for this reimbursement, such housing shall be within 15 miles of the corporate limits of the City of Sheboygan.
- b. City agrees to provide Employee with up to an additional \$2,500 for relocation expenses if housing is within the corporate limits of the City of Sheboygan.
- c. Payment of such expenses will be given as a lump-sum payment based on the above requirements. Employee shall provide proof of residence to the City Administrator prior to receiving any payment. If Employee voluntarily resigns prior to the expiration of the term of this contract on December 21, 2026, she will be responsible for reimbursing the City 50% of the relocation expenses paid by the City.

**7. Remote Work.** Employee shall be permitted to work remotely pursuant to City policy.

**8. Retirement.** The City agrees to enroll Employee in the Wisconsin Retirement System ("WRS"). The City shall fund the Employer's share as determined by WRS and pay when due. Employee shall be responsible for the employee share as determined by WRS.

**9. Supervision and Evaluation.** Employee is subject to the City Administrator's supervision and authority to impose discipline in the same manner as other non-elected City Department Heads.

**10. Documents and Materials Property of the City.** All of the documents, materials, files, reports, data, work product, and the like which Employee prepares or receives while this Agreement is in effect are the sole property of the City of Sheboygan. Employee will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.



## 11. Termination.

- a. **Resignation.** Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least sixty (60) days prior to separation. The City shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of the resignation, the City shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required sixty (60) day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave.
- b. **Removal and Suspension.** The Common Council may terminate Employee's employment at any time pursuant to Wis. Stat. §§ 17.12 and 17.16.

## 12. General Provisions.

- a. **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 to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- b. **Integration and Modification.** This Agreement, including all matters incorporated by reference, represents the entire and integrated agreement between the City and Employee. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

- c. **Incorporation of Employee Policy Manual.** This Agreement incorporates by reference the City's Employee Policy Manual and the City's Ethics Code. All provisions of the Sheboygan Municipal Code and regulations and rules of the Employer relating to vacation and holidays, pensions, insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Employee as they are applied to other employees of the City, in addition to the benefits specifically enumerated or accepted in this Agreement. If there is a conflict between the City Code and this Agreement, the terms of this Agreement shall prevail. If at any time the City provides other forms of benefits for management employees, they shall be offered to the Employee.

By: Kelly Hendee  
Kelly Hendee

Date: 12/5/23

By: Ryan Sorenson  
Ryan Sorenson, Mayor

Date: 12/5/2023

By: Meredith DeBruin  
Meredith DeBruin, City Clerk

Date: 12/5/2023

**EMPLOYMENT AGREEMENT BETWEEN  
THE CITY OF SHEBOYGAN  
AND  
KELLY HENDEE**

This Agreement is made and entered on the date of last party execution, by and between the City of Sheboygan, a Wisconsin municipal corporation with offices at 828 Center Ave., Sheboygan, WI 53081 ("City" or "Employer") and Kelly Hendee ("Employee").

**WHEREAS**, the City desires to hire Kelly Hendee as an employee of the City of Sheboygan to serve as Director of Human Resources and Labor Relations ("HR Director") for the City effective December 5, 2023 ("Effective Date"); and

**WHEREAS**, Kelly Hendee possesses the necessary knowledge, skill, abilities, and experience to perform such services and is willing to perform such services as HR Director; and

**WHEREAS**, Kelly Hendee has been duly appointed by the common council based on the recommendation of the city administrator and the mayor, as provided in § 2-550, Sheboygan Municipal Code; and

**NOW THEREFORE**, the parties agree as follows:

- 1. Appointment.** Kelly Hendee is hired as an at-will employee of the City, holding the position of Director of Human Resources and Labor Relations pursuant to the terms, conditions, and provisions of this Agreement and of the relevant ordinances and statutes. Employee shall have and exercise full authority and discretion as HR Director and as a Department Head within the City's organizational structure
- 2. Term.** This Agreement shall remain in full force and effect beginning on the Effective Date and shall expire on December 4, 2026, unless terminated sooner as provided herein.
- 3. Oath.** Employee shall take and file an oath for the faithful performance of her duties and responsibilities within ten days of the Effective Date, as required by § 2-202, Sheboygan Municipal Code.
- 4. Duties.** The duties of the Employee shall be as set forth in § 2-550(c), Sheboygan Municipal Code, as well as in the Council-approved job description in effect at the time of the execution of this Agreement, which is incorporated by reference. Amendments or modifications to the job description shall not take effect unless approved via a Council resolution. The Employee serves at the pleasure of the Common Council and is an at-will employee.

- 5. Compensation and Benefits.** The City agrees to pay Employee an annual base salary payable in a biweekly schedule of installments at the same time that other City employees are paid. The City shall pay Employee based upon an annual base salary of \$145,000. Employee will then be placed on the City's employee classification and compensation plan (which is incorporated by reference) and receive the same increases (including cost-of-living increases) as all non-represented employees beginning January 1, 2024. Employee shall be entitled to health, dental, vision, disability, life, and other supplemental insurances on the same basis as provided to other management personnel. Employee shall receive 160 hours of PTO upon hire and shall be granted paid leave according to City policy.
- 6. Relocation Expenses.**
- a. City agrees to provide Employee with \$5,000 for reasonable relocation expenses within the first year of her employment. In order to be eligible for this reimbursement, such housing shall be within 15 miles of the corporate limits of the City of Sheboygan.
  - b. City agrees to provide Employee with up to an additional \$2,500 for relocation expenses if housing is within the corporate limits of the City of Sheboygan.
  - c. Payment of such expenses will be given as a lump-sum payment based on the above requirements. Employee shall provide proof of residence to the City Administrator prior to receiving any payment. If Employee voluntarily resigns prior to the expiration of the term of this contract on December 4, 2026, she will be responsible for reimbursing the City 50% of the relocation expenses paid by the City.
- 7. Remote Work.** Employee shall be permitted to work remotely pursuant to City policy.
- 8. Retirement.** The City agrees to enroll Employee in the Wisconsin Retirement System ("WRS"). The City shall fund the Employer's share as determined by WRS and pay when due. Employee shall be responsible for the employee share as determined by WRS.
- 9. Supervision and Evaluation.** Employee is subject to the City Administrator's supervision and authority to impose discipline in the same manner as other non-elected City Department Heads.
- 10. Documents and Materials Property of the City.** All of the documents, materials, files, reports, data, work product, and the like which Employee prepares or receives while this Agreement is in effect are the sole property of the City of Sheboygan. Employee will not publish any such materials or use them for any research or publication without attribution to the City other than as work performed pursuant to the terms of this Agreement.

## 11. Termination.

- a. **Resignation.** Nothing in this Agreement shall prevent, limit, or interfere with the right of the Employee to resign at any time. In the event the Employee desires to resign employment, the Employee shall give written notice to the Employer at least sixty (60) days prior to separation. The City shall have no obligation to pay Employee any further compensation after the expiration of the notice period. Upon the effective date of the resignation, the City shall pay to the Employee all accrued vacation leave and other leave to which Employee is entitled under this Agreement. Failure to give the required sixty (60) day notice constitutes a waiver and forfeiture of pay for all accrued vacation leave and other leave.
- b. **Removal and Suspension.** The Common Council may terminate Employee's employment at any time pursuant to Wis. Stat. §§ 17.12 and 17.16.

## 12. General Provisions.

- a. **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 to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.
- b. **Integration and Modification.** This Agreement, including all matters incorporated by reference, represents the entire and integrated agreement between the City and Employee. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

- c. **Incorporation of Employee Policy Manual.** This Agreement incorporates by reference the City's Employee Policy Manual and the City's Ethics Code. All provisions of the Sheboygan Municipal Code and regulations and rules of the Employer relating to vacation and holidays, pensions, insurance, and other fringe benefits and working conditions as they now exist or hereafter may be amended, shall apply to the Employee as they are applied to other employees of the City, in addition to the benefits specifically enumerated or accepted in this Agreement. If there is a conflict between the City Code and this Agreement, the terms of this Agreement shall prevail. If at any time the City provides other forms of benefits for management employees, they shall be offered to the Employee.

By: \_\_\_\_\_  
Kelly Hendee

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

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

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

By: \_\_\_\_\_  
Meredith DeBruin, City Clerk

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

**CITY OF SHEBOYGAN  
RESOLUTION 107-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 4, 2023.**

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Real Estate Business Trust v. City of Sheboygan, and authorizing payment for said services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately due to the fact that Seibel Law Offices LLC needs to begin preparing an Answer in response to the Complaint; and

WHEREAS, Seibel Law Offices LLC already represents the City of Sheboygan on the three (3) other pending actions regarding alleged excessive real estate taxes (Case Nos. 2020CV000426, 2021CV000309, and 2022CV000590) and this latest legal action (Case No. 2023CV000596) simply adds another year of allegations to the pending litigation.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the hiring of Attorney Amy R. Seibel of Seibel Law Offices LLC as outside legal counsel to represent the City of Sheboygan in the defense of the lawsuit filed by Wal-Mart Real Estate Business Trust, Sheboygan County Circuit Court Case No. 2023CV000596.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on Account No. 711150-531100 (Liability Insurance Fund – 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

**CITY OF SHEBOYGAN  
RESOLUTION 105-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 4, 2023.**

A RESOLUTION approving an amendment to the Project Plan and boundaries of Tax Incremental District No. 17.

WHEREAS, the City of Sheboygan (the “City”) has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 17 (the “District”) was created by the City on August 20, 2018 as a district in need of rehabilitation or conservation district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the “Amendment”) in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the “Tax Increment Law”); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).;



and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, prior to its publication, a copy of the notice of public hearing was also sent to the owners of all property located within the territory proposed to be added to the District; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 14, 2023 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District named "Tax Incremental District No. 17, City of Sheboygan", are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2024.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work within the meaning of Wisconsin Statutes Section 66.1337(2m)(b).
  - (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, a district in need of rehabilitation or conservation work based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.

- (e) That there are no parcels to be added to the District that were annexed by the City within the preceding three-year period.
  - (f) The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (g) Project costs relate directly to promoting rehabilitation or conservation of the area consistent with the purpose for which the District was created.
4. The Project Plan for "Tax Incremental District No. 17, City of Sheboygan" (see Exhibit B), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**EXHIBIT A -**

**LEGAL BOUNDARY DESCRIPTION  
OR  
MAP OF  
TAX INCREMENTAL DISTRICT NO. 17  
CITY OF SHEBOYGAN**

[INCLUDED WITHIN PROJECT PLAN]

**EXHIBIT B -**

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]

December 4, 2023

## PROJECT PLAN AMENDMENT

# City of Sheboygan, Wisconsin

## Tax Incremental District No. 17



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Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

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**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting Held:	November 14, 2023
Public Hearing Held:	November 14, 2023
Approval by Plan Commission:	November 14, 2023
Adoption by Common Council:	Scheduled for Dec. 4, 2023
Approval by the Joint Review Board:	Scheduled for Dec. 19, 2023

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## SECTION 1: Executive Summary

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### DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 17 (“District”) is a 108.72-acre area in Need of Rehabilitation or Conservation District, created on August 20, 2018. The District was created with the anticipation of making total project expenditures of approximately \$32.9 million to undertake the projects listed in this Project Plan. The City anticipated completing the projects in multiple phases. The Expenditure Period of this District is 22 years from the date of adoption of the authorizing Resolution of the Common Council (the “Creation Resolution”). The projects to be undertaken pursuant to this Project Plan are expected to be financed with general obligation debt issued by the City, however, the City may use other alternative financing methods which may provide overall lower costs of financing, preserve debt capacity, mitigate risk to the City, or provide other advantages as determined by the Common Council.

### Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”). Specifically, the City anticipates a number of project to improve public infrastructure in district boundaries and within a ½ mile of district boundaries. This includes; construction of a pedestrian bridge within ½ mile of district boundaries, the reconstruction of Commerce Street, the Indiana Avenue Trail Project and gateway signage, and reimbursements to the Redevelopment Authority (RDA) for certain land purchase.

### Estimated Total Project Cost Expenditures

The City anticipates making total additional expenditures of approximately \$10,150,000 (“Project Costs”) to undertake the projects listed in this Project Plan (“Plan”). Project Costs include an estimated \$3,250,000 for the Commerce Street Reconstruction, \$2,250,000 for the Indiana Avenue Trail Project, \$250,000 for the Indiana Avenue Gateway Signage, \$1,200,000 to reimburse the Redevelopment Authority (RDA) for land purchases, and \$3,200,000 to construct a pedestrian bridge within ½ mile of district boundaries.

## **Expected Termination of District**

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District will generate sufficient tax increment to pay all Project Costs within 25 of its allowable 27 years.

## **Summary of Findings**

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**

That the City is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District, as amended, is in need of rehabilitation or conservation work as defined by Wis. Stat. § 66.1337(2m)(a), or was in need of rehabilitation or conservation work as the time the District was created.

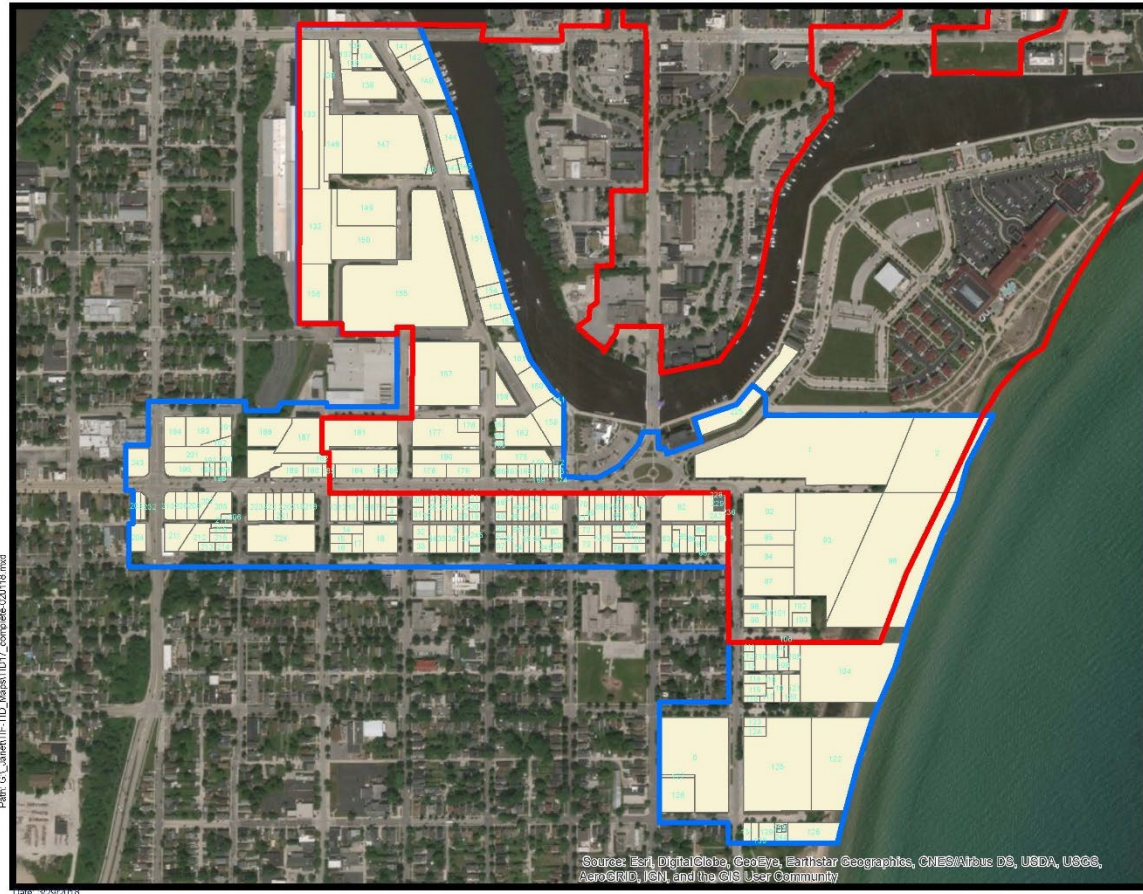


5. Based on the foregoing finding, the District remains designated as rehabilitation and conservation district.
6. The Project Costs relate directly to the rehabilitation and conservation of property and improvements in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that less than 35% of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).

## SECTION 2:

### Map of Original District Boundary

To the extent District boundaries include wetlands identified on a map prepared under Wis. Stat. § 23.32, the wetlands are excluded from the District.



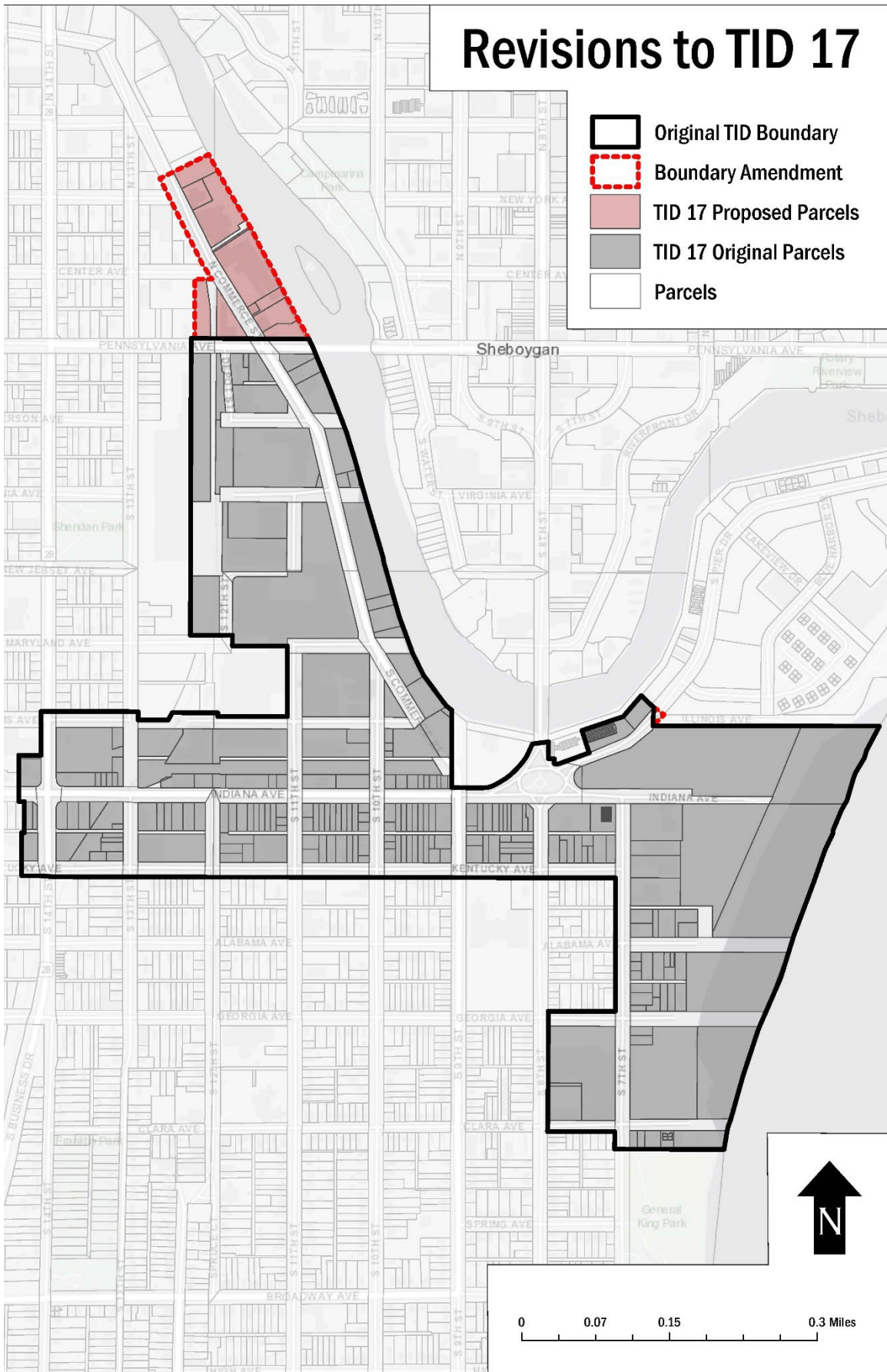
The shaded parcels outlined in **Blue** denote the TID 17 boundaries  
 The shaded parcels outlined in **Red** denote the existing TID 6 boundaries

## **SECTION 3:**

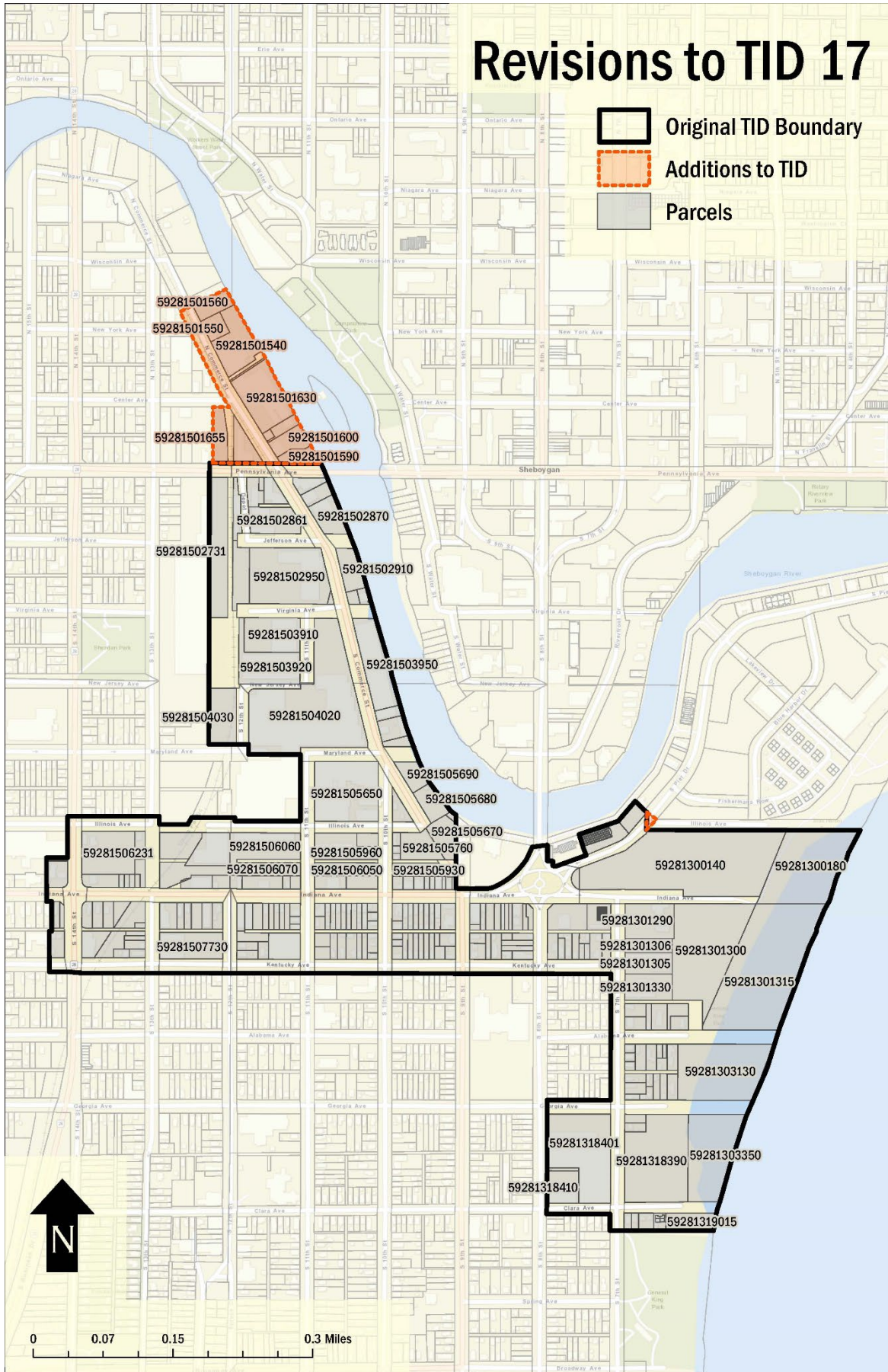
### **Map Showing Existing Uses and Conditions Within the Territory to be Added**

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Maps Found on Following Page.







## SECTION 4:

### Preliminary Identification of Parcels to be Added

#### City of Sheboygan

Tax Incremental District No. 17

Base Property Information

Property Information							Assessment Information 1				Equalized Value					
Parcel Number	Street Address	Owner	Acreage	Wetland Acreage	Annexed Post 1/1/04?	Part of Existing TID?	Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total	
					...Indicate date	...Indicate TID #										
ROW Areas																
59281501560	N Commerce St	575 RIVERWOODS PART	0.46		N		91,500	0		91,500	100.00%	91,500	0	0	91,500	
59281501550	639 N Commerce St	LBJ SQUARED PROPERTI	0.36		N		26,700	61,800		88,500	100.00%	26,700	61,800	0	88,500	
59281501540	N Commerce St	575 RIVERWOODS PART	1.39		N		238,900	0		238,900	100.00%	238,900	0	0	238,900	
59281501630	605 N Commerce St	575 RIVERWOODS PART	1.79		N		299,000	0		299,000	100.00%	299,000	0	0	299,000	
59281501620	N Commerce St	REDEVELOPMENT AUTH	0.27		N		0	0		0	100.00%	0	0	0	0	
59281501610	N Commerce St	REDEVELOPMENT AUTH	0.06		N		0	0		0	100.00%	0	0	0	0	
59281501600	N Commerce St	REDEVELOPMENT AUTH	0.54		N		0	0		0	100.00%	0	0	0	0	
59281501590	1054 Pennsylvania Avenue	LEHMANN LLC	0.39		N		7,200	199,400		206,600	100.00%	7,200	199,400	0	206,600	
59281501640	1134 Pennsylvania Avenue	REDEVELOPMENT AUTH	0.57		N		38,700	27,000		65,700						
59281501650	Shoreline 400 Trail	SHEBOYGAN COUNTY PI	0.00		N		0	0		0						
59281501655		PBRK LLP	0.56		N		3,600	5,500		9,100	100.00%	3,600	5,500	0	9,100	
Total Acreage							6.38	0.00					666,900	266,700	0	
													Estimated Base Value		933,600	

## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$109,005,600. This value is less than the maximum of \$504,527,280 in equalized value that is permitted for the City.

City of Sheboygan, Wisconsin	
Tax Increment District #17	
Valuation Test Compliance Calculation	
District Creation Date	9/17/2018
	Valuation Data Currently Available 2023
Total EV (TID In)	4,204,394,000
12% Test	504,527,280
Increment of Existing TIDs	
TID #16	25,672,800
TID #17	21,033,000
TID #18	20,452,500
TID #19	6,509,300
TID #20	34,404,400
Total Existing Increment	108,072,000
Projected Base of New or Amended District	933,600
Total Value Subject to 12% Test	109,005,600
Compliance	PASS

## **SECTION 6:**

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

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Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on August 28, 2018 is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

#### **Property, Right-of-Way and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that



property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1.c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include: preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to: preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **Site Preparation Activities**

### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

## **Utilities**

### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to: telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Streets and Streetscape**

#### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

#### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to: landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

### **Community Development**

#### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

#### **Contribution to Redevelopment Authority (RDA)**

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property

acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the CDA (RDA) for this purpose are eligible Project Costs.

### **Revolving Loan/Grant Program (Development Incentives)**

To encourage private development consistent with the objectives of this Plan, the City, through its CDA (RDA), may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the CDA (RDA) in the program manual. Any funds returned to the CDA (RDA) from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the CDA (RDA) for purposes of implementing this program are considered eligible Project Costs.

### **Miscellaneous**

#### **Rail Spur**

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

#### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

1. Project costs related to the construction of a pedestrian bridge in the among of \$3,200,000.

#### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural;

environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

**Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

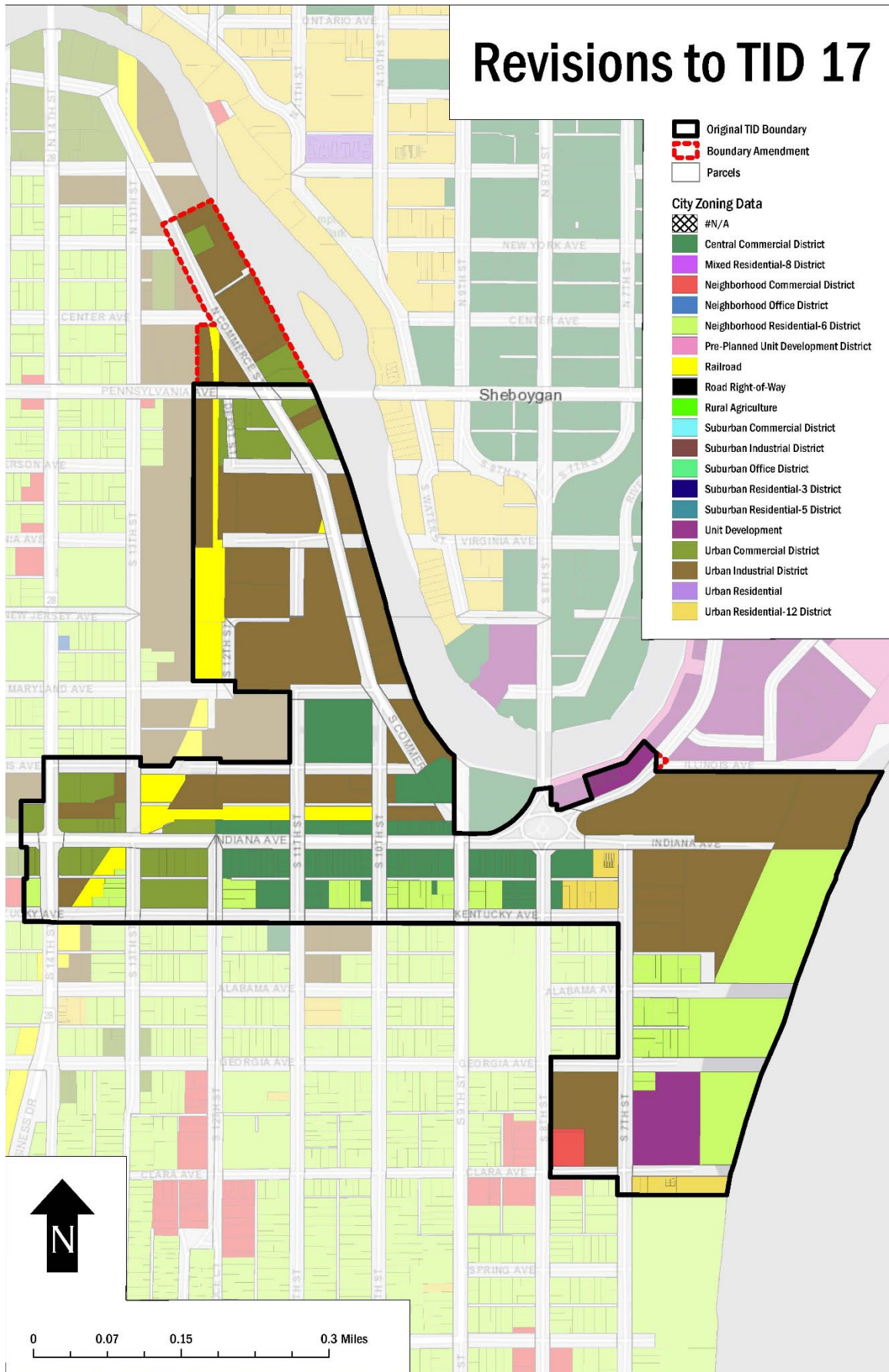
## **SECTION 7:**

### **Map Showing Proposed Improvements and Uses Within the Territory to be Added**

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Map Found on Following Page.







## SECTION 8:

### Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

City of Sheboygan, Wisconsin

Tax Increment District # 17

Estimated Project List

Project ID	Project Name/Type	Phase I 2019	Phase II 2020	Phase III 2021	Phase IV 2022	Phase V 2023	TID Cashflow	2023 Amendment	Total (Note 1)
1	Planning & Engineering	250,000							250,000
2	Acquisition of railroad right-of-way	1,500,000							1,500,000
3	Environmental Audits & Remediation				200,000				200,000
4	Façade renovations			100,000	100,000	100,000			300,000
5	Landscaping & right-of-Way Improvements			750,000					750,000
6	Economic Development Marketing & RFP's	100,000							100,000
7	Land Acquisition & Demolition				250,000	250,000			500,000
8	Development of Pedestrian pathway		1,000,000						1,000,000
9	Infrastructure Improvements	2,500,000		1,000,000					3,500,000
10	Revolving Loan/Low Interest Loan Program								0
11	Development Incentives	100,000	1,000,000	1,000,000	1,000,000				3,100,000
12	Parking Structure (2019 design)	500,000	5,000,000						5,500,000
13	Half mile land acquisition	1,500,000							1,500,000
14	Half mile trail pedestrian pathway		1,500,000						1,500,000
15	Creation	30,000							30,000
16	Administration with cashflow						246,896		246,896
17	Int. and financing costs through cash flow						5,172,204		5,172,204
18	Commerce Street Reconstruction							3,250,000	
19	Indiana Ave. Trail Project							2,250,000	
20	Indiana Ave. Gateway Signage							250,000	
21	Reimburse Redevelopment Authority Land Purchase							1,200,000	
22	Pedestrian Bridge (1/2 Mile Radius)							3,200,000	
Total Projects		6,480,000	8,500,000	2,850,000	1,550,000	350,000	5,419,100	10,150,000	25,149,100

Notes:

Note 1 Project costs are estimates and are subject to modification

## **SECTION 9:**

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$61 million in incremental value by 2027. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$17.07 per thousand of equalized value, and a 1.5% economic appreciation, the Project would generate nearly \$27M in incremental tax revenue over the 27-year term of the District as shown in **Table 2**.

Table 1 – Development Assumptions

## City of Sheboygan, Wisconsin

## Tax Increment District # 17

## Development Assumptions

Construction Year		Actual	Koepsell	Proposed New Dev.	Annual Total	Construction Year	
1	2018	1,999,300			1,999,300	2018	1
2	2019	5,178,200			5,178,200	2019	2
3	2020	21,540,500			21,540,500	2020	3
4	2021	(8,076,900)			(8,076,900)	2021	4
5	2022				0	2022	5
6	2023		4,000,000		4,000,000	2023	6
7	2024		6,000,000	10,000,000	16,000,000	2024	7
8	2025			20,000,000	20,000,000	2025	8
9	2026				0	2026	9
10	2027				0	2027	10
11	2028				0	2028	11
12	2029				0	2029	12
13	2030				0	2030	13
14	2031				0	2031	14
15	2032				0	2032	15
Totals		<u>20,641,100</u>	<u>10,000,000</u>	<u>30,000,000</u>	<u>60,641,100</u>		

Notes: Development assumptions provided by City staff

Development assumptions are represented by construction year.

Table 2 – Tax Increment Projection Worksheet

## City of Sheboygan, Wisconsin

## Tax Increment District # 17

Indiana Avenue

## Tax Increment Projection Worksheet

Type of District	Rehabilitation	Base Value	34,020,700
District Creation Date	September 17, 2018	Appreciation Factor	1.50%
Valuation Date	Jan 1, 2018	Base Tax Rate	\$19.19
Max Life (Years)	27	Rate Adjustment Factor	
Expenditure Period/Termination	22 9/17/2040		
Revenue Periods/Final Year	27 2046		
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	3.50%
Recipient District	Yes	Taxable Discount Rate	5.00%

Construction Year	Est. Value Added	Valuation Year	Inflation Increment	Total Increment	Revenue Year	Tax Rate	Tax Increment
							0
3 2020	21,540,500	2021	0	28,718,000	2022	\$21.86	627,800
4 2021	-8,076,900	2022	0	20,641,100	2023	\$19.19	396,010
5 2022	391,900	2023	0	21,033,000	2024	\$17.07	358,996
6 2023	4,000,000	2024	315,495	25,348,495	2025	\$17.07	432,654
7 2024	16,000,000	2025	380,227	41,728,722	2026	\$17.07	712,236
8 2025	20,000,000	2026	625,931	62,354,653	2027	\$17.07	1,064,284
9 2026	0	2027	935,320	63,289,973	2028	\$17.07	1,080,248
10 2027	0	2028	949,350	64,239,323	2029	\$17.07	1,096,452
11 2028	0	2029	963,590	65,202,912	2030	\$17.07	1,112,899
12 2029	0	2030	978,044	66,180,956	2031	\$17.07	1,129,592
13 2030	0	2031	992,714	67,173,671	2032	\$17.07	1,146,536
14 2031	0	2032	1,007,605	68,181,276	2033	\$17.07	1,163,734
15 2032	0	2033	1,022,719	69,203,995	2034	\$17.07	1,181,190
16 2033	0	2034	1,038,060	70,242,055	2035	\$17.07	1,198,908
17 2034	0	2035	1,053,631	71,295,685	2036	\$17.07	1,216,892
18 2035	0	2036	1,069,435	72,365,121	2037	\$17.07	1,235,145
19 2036	0	2037	1,085,477	73,450,598	2038	\$17.07	1,253,672
20 2037	0	2038	1,101,759	74,552,357	2039	\$17.07	1,272,478
21 2038	0	2039	1,118,285	75,670,642	2040	\$17.07	1,291,565
22 2039	0	2040	1,135,060	76,805,701	2041	\$17.07	1,310,938
23 2040	0	2041	1,152,086	77,957,787	2042	\$17.07	1,330,602
24 2041	0	2042	1,169,367	79,127,154	2043	\$17.07	1,350,561
25 2042	0	2043	1,186,907	80,314,061	2044	\$17.07	1,370,820
26 2043	0	2044	1,204,711	81,518,772	2045	\$17.07	1,391,382
27 2044	0	2045	1,222,782	82,741,554	2046	\$17.07	1,412,253
<b>Totals</b>	<b>61,033,000</b>		<b>21,708,554</b>		<b>Future Value of Increment</b>		<b>27,350,903</b>

Notes:

## Financing and Implementation

Table 3 provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District is projected to accumulate sufficient funds by the year 2044 to pay off all Project cost liabilities and obligations. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 – Financing Plan**

City of Sheboygan, Wisconsin				
Tax Increment District # 17				
Estimated Financing Plan - 2023 Amendment				
	G.O. Bond 2024	G.O. Bond 2026	Totals	
Projects				
Commerce Street Reconstruction	3,250,000		3,250,000	
Indiana Ave. Trail Project		2,250,000	2,250,000	
Indiana Ave. Gateway Signage		250,000	250,000	
Reimburse Redevelopment Authority Land Purchase	1,200,000		1,200,000	
Pedestrian Bridge (1/2 Mile Radius)	250,000	2,950,000	3,200,000	
Total Project Funds	4,700,000	5,450,000	10,150,000	
Estimated Finance Related Expenses				
Municipal Advisor	44,500	48,500		
Bond Counsel	20,000	22,500		
Disclosure Counsel (if engaged)	12,000	13,500		
Rating Agency Fee	17,500	20,000		
Paying Agent	850	850		
Underwriter Discount	12.00 57,900	12.00 67,200		
Total Financing Required	4,852,750	5,622,550		
Estimated Interest	4.00% (31,333)	3.00% (27,250)		
Assumed spend down (months)	2	2		
Rounding	3,583	4,700		
Net Issue Size	4,825,000	5,600,000		
Notes: The City reserves the right to use alternate financing solutions for the projects as they are implemented.				

Table 4 – Cash Flow

## City of Sheboygan, Wisconsin

Tax Increment District # 17

Cash Flow Projection

Year	Projected Revenues			Expenditures										Balances		Year		
	Tax Increments	Interest Earnings/ (Cost)	Total Revenues	Existing Debt Payments	Badger State Lofts	Koepsell Upfront Incentive	Koepsell PAYGO Incentive	2024 GO Bonds Dated Date: 4/1/24 \$ 4,825,000			2026 GO Bonds Dated Date: 8/1/26 \$ 5,600,000			Audit & Admin.	Total Expenditures		Annual	Cumulative
								Prin.	Est. Rate	Interest	Prin.	Est. Rate	Interest					
2023	396,010	4.50% 135,825	531,835	339,490	57,860	2,000,000							40,000	2,437,350	(1,905,515)	1,112,812	2023	
2024	358,996	50,077	409,073	358,920	57,860			4.50%	108,563				40,000	565,343	(156,270)	956,542	2024	
2025	432,654	43,044	475,699	362,765	57,860		69,068	4.50%	217,125				40,000	746,818	(271,119)	685,422	2025	
2026	712,236	30,844	743,080	361,325	57,860		153,614	4.50%	217,125				40,000	829,924	(86,844)	598,578	2026	
2027	1,064,284	26,936	1,091,220	364,700	57,860		153,614	4.50%	217,125	0	4.75%	266,000	40,000	1,199,299	(108,079)	490,499	2027	
2028	1,080,248	22,072	1,102,321	367,825	57,860		153,614	4.50%	212,625	50,000	4.75%	266,000	1,000	1,208,924	(106,603)	383,896	2028	
2029	1,096,452	17,275	1,113,727	365,125	57,860		153,614	4.50%	208,125	50,000	4.75%	263,625	1,000	1,199,349	(85,622)	298,274	2029	
2030	1,112,899	13,422	1,126,321	287,525	57,860		153,614	4.50%	203,625	50,000	4.75%	261,250	1,000	1,214,874	(88,553)	209,721	2030	
2031	1,129,592	9,437	1,139,030	266,250	57,860		153,614	4.50%	194,625	75,000	4.75%	258,875	1,000	1,207,224	(68,194)	141,527	2031	
2032	1,146,536	6,369	1,152,905	264,950	39,355		153,614	4.50%	185,625	100,000	4.75%	255,313	1,000	1,224,857	(71,952)	69,575	2032	
2033	1,163,734	3,131	1,166,865	268,500			153,614	4.50%	175,500	100,000	4.75%	250,563	1,000	1,199,177	(32,312)	37,263	2033	
2034	1,181,190	1,677	1,182,867	266,750			49,598	4.50%	164,250	150,000	4.75%	245,813	1,000	1,177,411	5,456	42,720	2034	
2035	1,198,908	1,922	1,200,831	269,850				4.50%	150,750	200,000	4.75%	238,688	1,000	1,210,288	(9,457)	33,263	2035	
2036	1,216,892	1,497	1,218,389	267,650				4.50%	135,000	250,000	4.75%	229,188	1,000	1,232,838	(14,449)	18,814	2036	
2037	1,235,145	847	1,235,992	265,300				4.50%	119,250	275,000	4.75%	217,313	1,000	1,227,863	8,129	26,943	2037	
2038	1,253,672	1,212	1,254,885	267,800				4.50%	103,500	325,000	4.75%	204,250	1,000	1,251,550	3,335	30,278	2038	
2039	1,272,478	1,363	1,273,840					4.50%	87,750	350,000	4.75%	188,813	1,000	1,202,563	71,277	101,556	2039	
2040	1,291,565	4,570	1,296,135					4.50%	72,000	400,000	4.75%	161,500	1,000	1,209,500	86,635	188,190	2040	
2041	1,310,938	8,469	1,319,407					4.50%	54,000	400,000	4.75%	134,188	1,000	1,189,188	130,219	318,409	2041	
2042	1,330,602	14,328	1,344,931					4.50%	36,000	400,000	4.75%	105,688	1,000	1,167,688	177,243	495,652	2042	
2043	1,350,561	22,304	1,372,866					4.50%	18,000	400,000	4.75%	76,000	1,000	1,145,000	227,866	723,518	2043	
2044	1,370,820	32,558	1,403,378								950,000	4.75%	45,125	15,000	1,010,125	393,253	1,116,771	2044
2045	1,391,382	50,255	1,441,637											0	1,441,637	2,558,407	2045	
2046	1,412,253	115,128	1,527,381											0	1,527,381	4,085,788	2046	
Total	27,186,753	659,480	29,716,561	5,172,204	750,000	2,000,000	1,347,579	4,825,000	2,772,000	5,600,000	3,668,188	246,896	31,992,518				Total	
Notes: <sup>1</sup> Assumes the financing of capital projects related to the future TID Amendment.																Projected TID Closure		

## **SECTION 10:**

### **Annexed Property**

---

A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. None of the territory proposed to be added to the District was annexed during the past three years.

## **SECTION 11:**

### **Estimate of Property to be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that none of the territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.

## **SECTION 12:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

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#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for mixed use.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 14:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the City**

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This Plan Amendment promotes the orderly development of the City by providing necessary public infrastructure improvements. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment and housing opportunities.



## **SECTION 15:**

### **List of Estimated Non-Project Costs**

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Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

## SECTION 16:

### Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)

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December 4, 2023

Mayor Ryan Sorenson  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Re: Project Plan Amendment - Tax Incremental District No. 17 of the City of Sheboygan, Wisconsin

Dear Mayor Sorenson:

I have reviewed the Project Plan Amendment to Tax Incremental District No. 17, City of Sheboygan, with respect to the completeness of the amendment and its compliance with Section 66.1105(4), Wis. Stats. My examination of the project plan amendment included and confirmed the following:

1. The Project Plan Amendment includes modification of the district's boundaries, but such modification complies with the limitations provided in Wis. Stat. § 66.1105(4)(h)2.
2. There has been compliance with the public notice and hearing requirements contained in Wis. Stat. § 66.1105(4)(h)1 for modification of boundaries.
3. Subsequent to the public hearing on November 14, 2023, the Plan Commission:
  - (a) Prepared approved, and adopted the amended Project Plan for Tax Incremental District No. 17; and
  - (b) Recommended that the Common Council approve modification of the district's boundaries as provided in the amended Project Plan.
4. The Plan is complete and complies with the requirements provided in Wis. Stat. § 66.1105(4)(f), and promotes the orderly development of the City.

CITY ATTORNEY'S OFFICE

CITY HALL  
828 CENTER AVENUE  
SUITE 210  
SHEBOYGAN, WI 53081

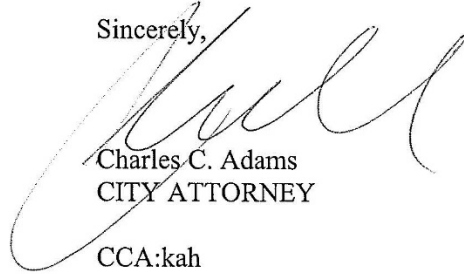
920/459-3917  
FAX 920/459-3919

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

Mayor Ryan Sorenson  
December 4, 2023  
Page 2

Based upon the above findings, it is the opinion of this office that this amended project plan is complete and in compliance with Section 66.1105(4), Wis. Stats.

Sincerely,



Charles C. Adams  
CITY ATTORNEY  
CCA:kah

cc: Meredith DeBruin, City Clerk  
Casey Bradley, City Administrator  
Diane McGinnis-Casey, Director of Planning and Development

## SECTION 17:

### Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:		2022		Percentage		
Sheboygan County		15,129,924		21.12%		
City of Sheboygan		31,920,100		44.56%		
School District of Sheboygan Area		22,283,436		31.11%		
Lakeshore Technical College		2,303,112		3.21%		
Total		71,636,572				
Revenue Year	Sheboygan County	City of Sheboygan	School District of Sheboygan Area	Lakeshore Technical College	Total	Revenue Year
2022	132,594	279,738	195,285	20,184	627,800	2022
2023	83,639	176,456	123,184	12,732	396,010	2023
2024	75,821	159,963	111,670	11,542	358,996	2024
2025	91,378	192,784	134,582	13,910	432,654	2025
2026	150,427	317,361	221,550	22,898	712,236	2026
2027	224,781	474,228	331,059	34,217	1,064,284	2027
2028	228,153	481,341	336,024	34,730	1,080,248	2028
2029	231,575	488,561	341,065	35,251	1,096,452	2029
2030	235,049	495,890	346,181	35,780	1,112,899	2030
2031	238,574	503,328	351,373	36,316	1,129,592	2031
2032	242,153	510,878	356,644	36,861	1,146,536	2032
2033	245,785	518,541	361,994	37,414	1,163,734	2033
2034	249,472	526,319	367,424	37,975	1,181,190	2034
2035	253,214	534,214	372,935	38,545	1,198,908	2035
2036	257,012	542,227	378,529	39,123	1,216,892	2036
2037	260,867	550,361	384,207	39,710	1,235,145	2037
2038	264,780	558,616	389,970	40,305	1,253,672	2038
2039	268,752	566,996	395,820	40,910	1,272,478	2039
2040	272,784	575,501	401,757	41,524	1,291,565	2040
2041	276,875	584,133	407,783	42,147	1,310,938	2041
2042	281,028	592,895	413,900	42,779	1,330,602	2042
2043	285,244	601,788	420,109	43,420	1,350,561	2043
2044	289,523	610,815	426,410	44,072	1,370,820	2044
2045	293,865	619,977	432,806	44,733	1,391,382	2045
2046	298,273	629,277	439,299	45,404	1,412,253	2046
5,776,617		12,187,120	8,507,834	879,330	27,350,900	

**CITY OF SHEBOYGAN  
RESOLUTION 106-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 4, 2023.**

A RESOLUTION approving an amendment to the Project Plan and boundaries of Tax Incremental District No. 18.

WHEREAS, the City of Sheboygan (the "City") has determined that use of Tax Incremental Financing is required to promote development and redevelopment within the City; and

WHEREAS, Tax Incremental District No. 18 (the "District") was created by the City on December 18, 2017 as an industrial district; and

WHEREAS, the City now desires to amend the Project Plan and boundaries of the District (the "Amendment") in accordance with the provisions of Wisconsin Statutes Section 66.1105 (the "Tax Increment Law"); and

WHEREAS, such Amendment will:

- a. Add territory to the District as permitted under Wisconsin Statutes Section 66.1105(4)(h)2.
- b. Amend the categories, locations or costs of project costs to be made as permitted under Wisconsin Statutes Section 66.1105(4)(h)1.

WHEREAS, an amended Project Plan for the District has been prepared that includes:

- a. A statement listing of the kind, number and location of all proposed public works or improvements within the District, or to the extent provided in Wisconsin Statutes Sections 66.1105(2)(f)1.k. and 66.1105(2)(f)1.n., outside of the District;
- b. An economic feasibility study;
- c. A detailed list of estimated project costs;
- d. A description of the methods of financing all estimated project costs and the time when the related costs or monetary obligations are to be incurred;
- e. A map showing existing uses and conditions of real property in the District;
- f. A map showing proposed improvements and uses in the District;
- g. Proposed changes of zoning ordinances, master plan, map, building codes and City ordinances;
- h. A list of estimated non-project costs;
- i. A statement of the proposed plan for relocation of any persons to be displaced;
- j. A statement indicating how the amendment of the District promotes the orderly development of the City;
- k. An opinion of the City Attorney or of an attorney retained by the City advising that the Project Plan is complete and complies with Wisconsin Statutes Section 66.1105(4)(f).;

and

WHEREAS, prior to its publication, a copy of the notice of public hearing was sent to the chief executive officers of Sheboygan County, the Sheboygan Area School District, and the Lakeshore Technical College District, and any other entities having the power to levy taxes on property located within the District, in accordance with the procedures specified in the Tax Increment Law; and

WHEREAS, in accordance with the procedures specified in the Tax Increment Law, the Plan Commission, on November 14, 2023 held a public hearing concerning the proposed amendment to the Project Plan and boundaries of the District, providing interested parties a reasonable opportunity to express their views thereon; and

WHEREAS, after said public hearing, the Plan Commission designated the boundaries of the amended district, adopted the Project Plan, and recommended to the Common Council that it amend the Project Plan and boundaries for the District.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Sheboygan that:

1. The boundaries of the District named "Tax Incremental District No. 18, City of Sheboygan", are hereby amended as identified in Exhibit A of this Resolution.
2. The territory being added shall become part of the District effective as of January 1, 2024.
3. The Common Council finds and declares that:
  - (a) Not less than 50% by area of the real property within the District, as amended, is suitable for industrial sites within the meaning of Wisconsin Statutes Section 66.1101 and has been zoned for industrial use.
  - (b) Based upon the finding stated in 3.a. above, the District was declared to be, and remains, an industrial district based on the identification and classification of the property included within the District.
  - (c) The improvement of such area is likely to enhance significantly the value of substantially all of the other real property in the District.
  - (d) The equalized value of the taxable property within the territory to be added to the District plus the value increment of all other existing tax incremental districts within the City, does not exceed 12% of the total equalized value of taxable property within the City.
  - (e) That for those parcels to be added to the District that were annexed by the City within the three-year period preceding adoption of this Resolution, the City

pledges to pay the Town of Wilson an amount equal to the property taxes the town last levied on the territory for each of the next five years.

- (f) The City estimates that no territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wisconsin Statutes Section 66.1105(5)(b).
  - (g) The project costs relate directly to promoting industrial development in the District consistent with the purpose for which the District is created.
  - (h) Any real property within the District that was found suitable for industrial sites and was zoned for industrial at the time of creation of the District or as of the date of this Amendment will remain zoned for industrial use for the life of the District.
4. The Project Plan for "Tax Incremental District No. 18, City of Sheboygan" (see Exhibit B), as amended, is approved, and the City further finds the Project Plan is feasible and in conformity with the master plan of the City.

BE IT FURTHER RESOLVED THAT the City Clerk is hereby authorized and directed to apply to the Wisconsin Department of Revenue, in such form as may be prescribed, for a "Determination of Tax Incremental Base", as of January 1, 2024, pursuant to the provisions of Wisconsin Statutes Section 66.1105(5)(b).

BE IT FURTHER RESOLVED THAT pursuant to Section 66.1105(5)(f) of the Wisconsin Statutes that the City Assessor is hereby authorized and directed to identify upon the assessment roll returned and examined under Wisconsin Statutes Section 70.45, those parcels of property which are within the District, specifying thereon the name of the said District, and the City Clerk is hereby authorized and directed to make similar notations on the tax roll made under Section 70.65 of the Wisconsin Statutes.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**EXHIBIT A -**

**LEGAL BOUNDARY DESCRIPTION  
OR  
MAP OF  
TAX INCREMENTAL DISTRICT NO. 18  
CITY OF SHEBOYGAN**

[INCLUDED WITHIN PROJECT PLAN]



**EXHIBIT B -**

**PROJECT PLAN**

[DISTRIBUTED SEPARATELY]

December 4, 2023

## PROJECT PLAN AMENDMENT

# City of Sheboygan, Wisconsin

## Tax Incremental District No. 18



---

Prepared by:

Ehlers  
N19W24400 Riverwood Drive,  
Suite 100  
Waukesha, WI 53188

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## KEY DATES

Organizational Joint Review Board Meeting	November 14, 2023
Held:	
Public Hearing Held:	November 14, 2023
Approval by Plan Commission:	November 14, 2023
Adoption by Common Council:	Scheduled for Dec. 4, 2023
Approval by the Joint Review Board:	Scheduled for Dec. 19, 2023

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## SECTION 1: Executive Summary

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### DESCRIPTION OF DISTRICT

Tax Incremental District (“TID”) No. 18 (“District”) is a 290.65 - acre Industrial District created on December 18, 2017. The District was created to:

- Provide the financing tool necessary to pay public infrastructure and development incentives to promote industrial development.

### Purpose of Amendment

The purpose of this amendment, referred to hereafter as the Plan, the Amendment, or the Plan Amendment, is to:

- Add territory to the District as permitted under Wis. Stat. § 66.1105(4)(h)2. This is the first of four permitted territory amendments available to the District.
- Amend the categories, locations or costs of project costs to be made as permitted under Wis. Stat. § 66.1105(4)(h)1. (“Project”).

### Estimated Total Project Cost Expenditures

The City anticipates making total expenditures of approximately \$36M (“Project Costs”) of which \$5.4M are being added as part of this amendment, to undertake the projects listed in this Project Plan (“Plan”). New Project Costs include an estimated \$3.4M for Taylor Drive, \$1.2M for Storm Water, and \$800K for fill and compaction.

### Incremental Valuation

The City projects that new land and improvements value of approximately \$130M will result from existing and new Project Costs. Creation of this additional value will be made possible by the Project Costs made within the District. A table detailing assumption as to the development timing and associated values is included in the Economic Feasibility Study located within this Plan.

### Expected Termination of District

Based on the Economic Feasibility Study located within Section 9 of this Plan, the City anticipates that the District won’t generate sufficient tax increment to pay all Project Costs within its allowable 20 years. As such, it is possible that the City may seek to extend the TID life in the future.

### Summary of Findings

As required by Wis. Stat. § 66.1105, and as documented in this Plan and the exhibits contained and referenced herein, the following findings are made:

1. That “but for” the creation of this District, the development projected to occur as detailed in this Plan: 1) would not occur; or 2) would not occur in the manner, at the values, or within the timeframe desired by the City. In reaching this determination, the City has considered:

The substantial investment needed to provide the public infrastructure necessary to allow for development within the District. Absent the use of tax incremental financing, the City is unable to fully fund this program of infrastructure improvements.

2. **The economic benefits of the District, as measured by increased employment, business and personal income, and property value, are sufficient to compensate for the cost of the improvements. In making this determination, the City has considered the following information:**

The expectation that the Project will create employment opportunities once the development has occurred. In addition, the Developer is likely to purchase goods and services from local suppliers in construction of the Project, and induced effects of employee households spending locally for goods and services from retailers, restaurants and service companies.

3. **The benefits of the proposal outweigh the anticipated tax increments to be paid by the owners of property in the overlying taxing jurisdictions.** As required by Wis. Stat. § 66.1105(4)(i)4., a calculation of the share of projected tax increments estimated to be paid by the owners of property in the overlying taxing jurisdictions has been prepared and can be found in this Plan. However, because the Project would not occur without the use of tax incremental financing, these tax increments would not be paid but for creation of the District. Accordingly, the City finds that the benefits expected to be realized as set forth in this Plan outweigh the value of the tax increments to be invested in the Project.
4. Not less than 50% by area of the real property within the District, as amended, is suitable for industrial sites as defined by Wis. Stat. § 66.1101 and has been zoned for industrial use. Any real property within the District that was found suitable for industrial sites and was zoned for industrial use at the time of creation of the District or at the time of this Plan Amendment will remain zoned for industrial use for the life of the District.
5. Based on the foregoing finding, the District remains designated as an industrial district.

6. That Project Costs relate directly to promoting industrial development in the District, consistent with the purpose for which the District is created.
7. Improvements to be made in the District are likely to significantly enhance the value of substantially all of the other real property in the District.
8. The equalized value of taxable property within the territory to be added to the District, plus the incremental value of all existing tax incremental districts within the City does not exceed 12% of the total equalized value of taxable property within the City.
9. The Plan for the District is feasible and is in conformity with the Master Plan of the City.
10. The City estimates that no territory within the District will be devoted to retail business at the end of the District's maximum expenditure period, pursuant to Wis. Stat. § 66.1105(5)(b).
11. That for those parcels to be included within the District that were annexed by the City within the three-year period preceding adoption of this Resolution, the City pledges to pay the Town of Wilson an amount equal to the property taxes the town last levied on the territory for each of the next five years.

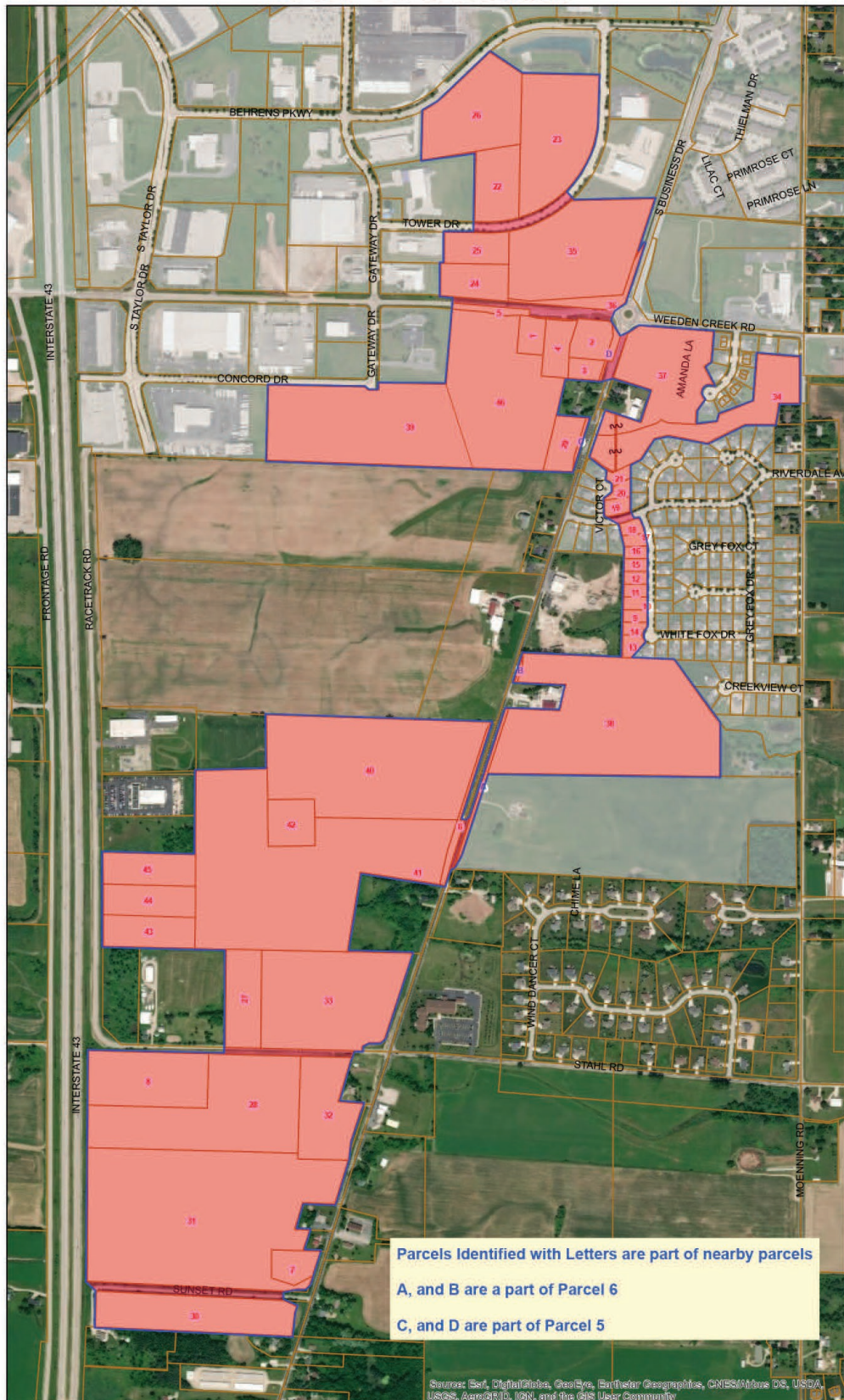
## **SECTION 2:**

### **Preliminary Map of Original District Boundary and Territory to be Added**

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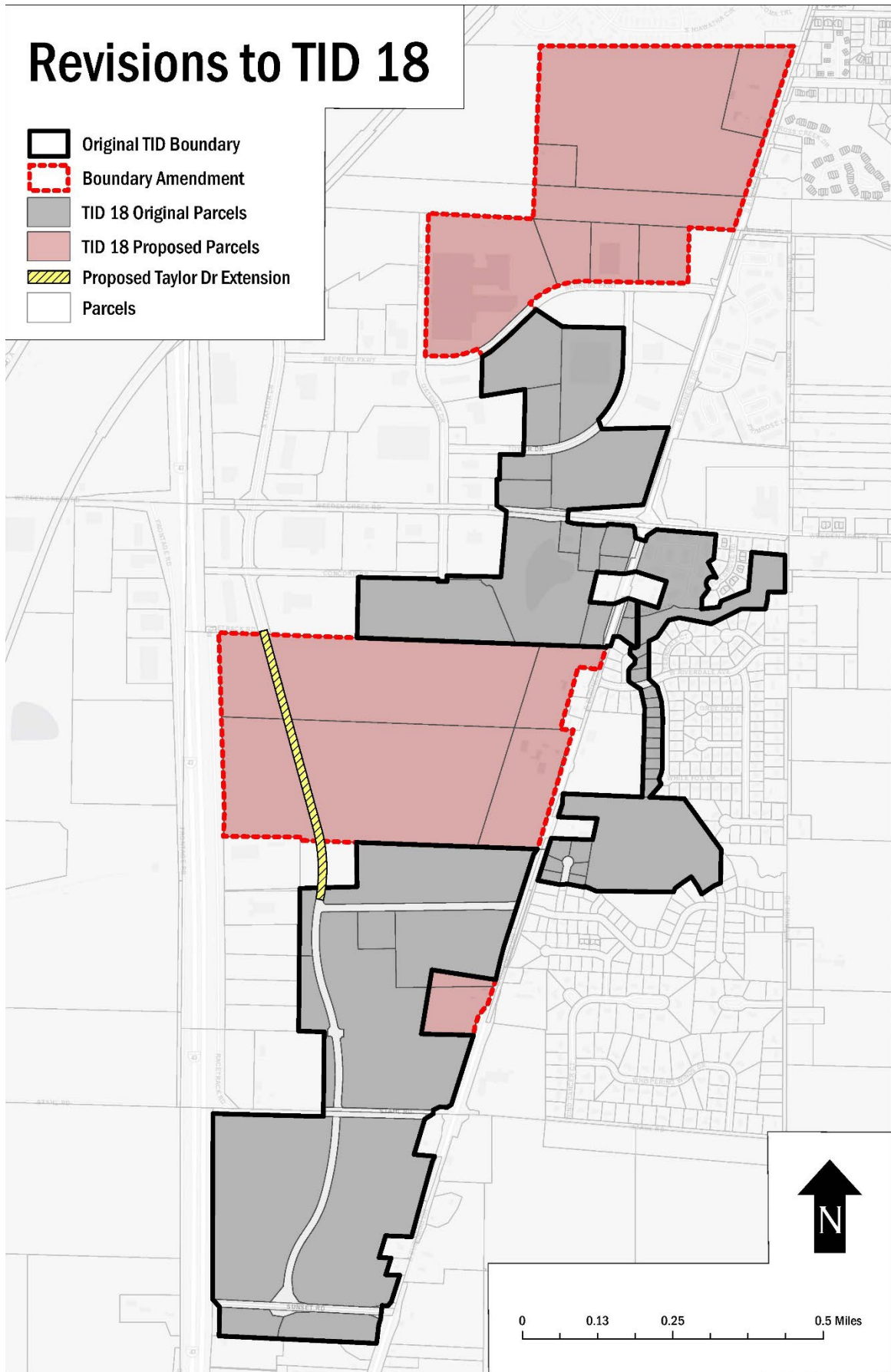
Maps Found on Following Page.

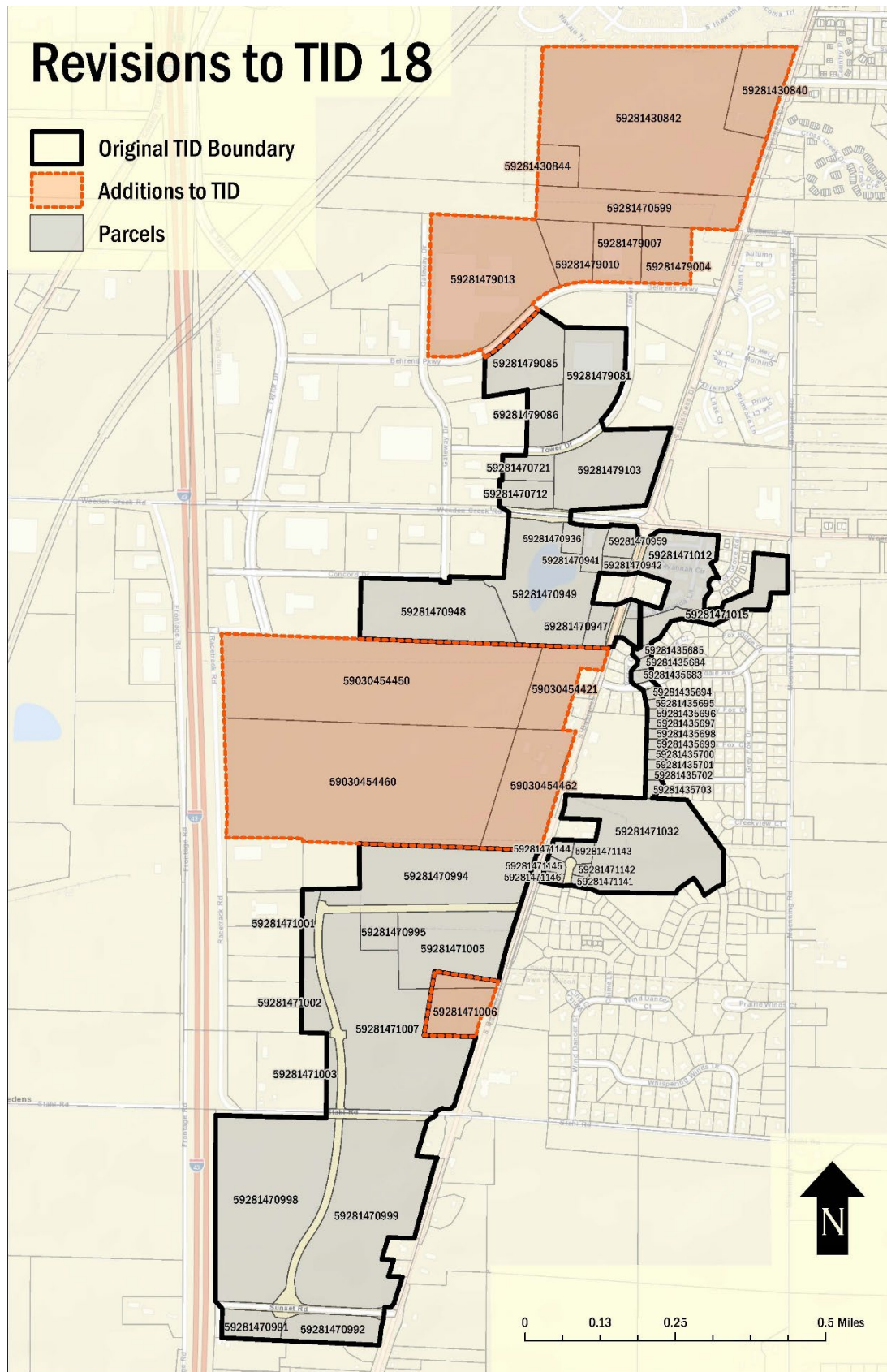
# TID 18 Parcels









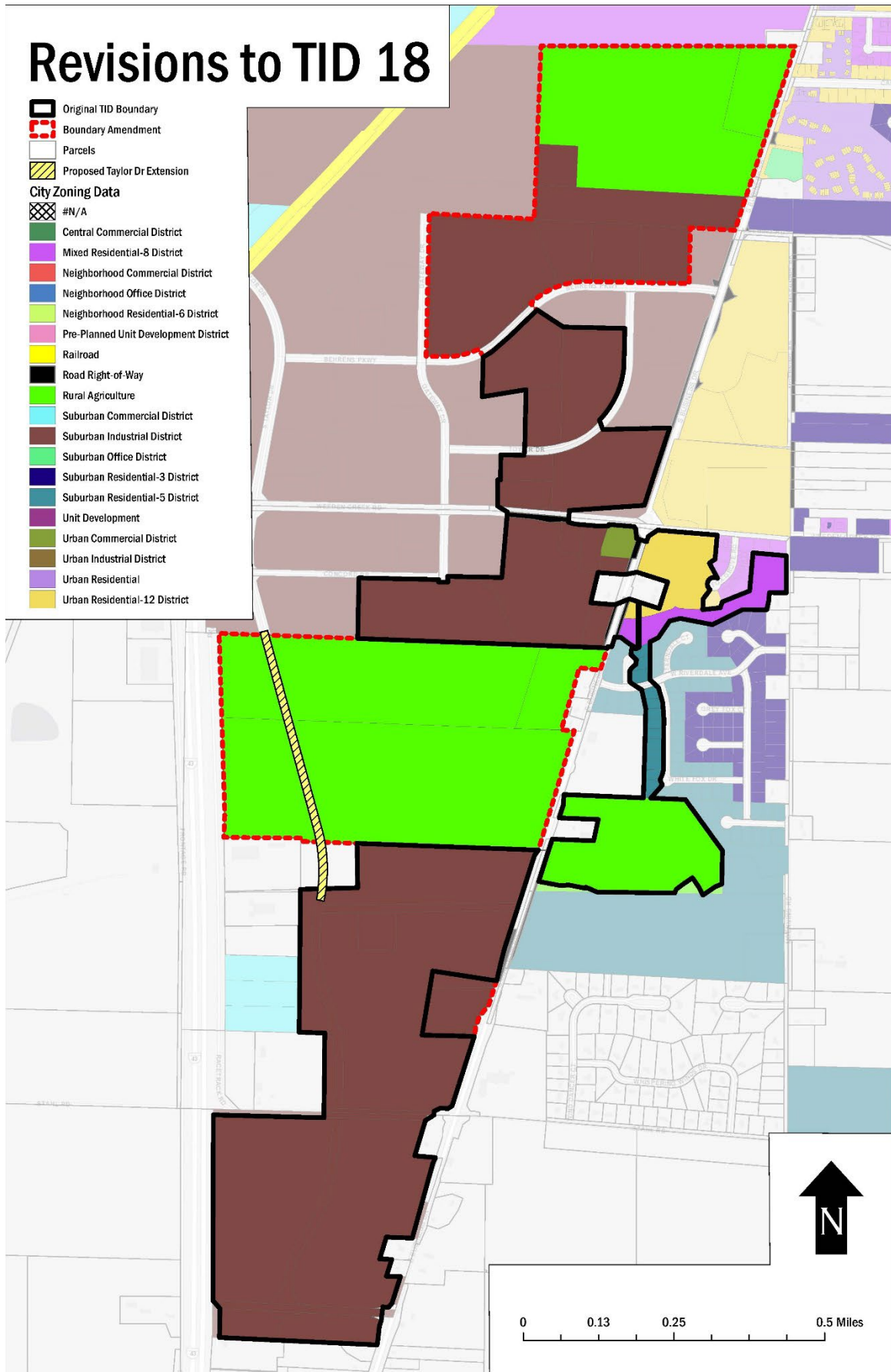


### **SECTION 3:**

## **Map Showing Existing Uses and Conditions Within the Territory to be Added**

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Map Found on Following Page.



## SECTION 4:

### Preliminary Identification of Parcels to be Added

# City of Sheboygan

## Tax Incremental District No. 18

## Base Property Information

Property Information							Assessment Information 1				Equalized Value					
					Wetland	Annexed Post 1/1/04? ...Indicate date	Part of Existing TID? ...Indicate TID #									
Map Ref #	Parcel Number	Street Address	Owner	Acreage				Land	Imp	PP	Total	Equalized Value Ratio	Land	Imp	PP	Total
NA	ROW Areas															
	59281430842	S Business Dr	City of Sheboygan	48.96		N		0	0		0	100.00%	0	0	0	0
	59281430840	S Business Dr	City of Sheboygan	7.54		N		0	0		0	100.00%	0	0	0	0
	59281430844		WI Power & Light Co	3.00		N		0	0		0	100.00%	0	0	0	0
	59281470599		WIS Power & Light Co	12.37		N		0	0		0	100.00%	0	0	0	0
	59281479004		Partners for Communit	5.00		N		112,200	0		112,200	100.00%	112,200	0	0	112,200
	59281479007	2932 Behrens Parkway	Sheboygan WP LLC	5.00		N		222,500	1,807,300		2,029,800	100.00%	222,500	1,807,300	0	2,029,800
	59281479010		Sheboygan WP LLC	5.00		N		243,900			243,900	100.00%	243,900	0	0	243,900
	59281479013	4243 Gateway Dr	JL French LLC	25.00		N		643,700	9,557,700		10,201,400	100.00%	643,700	9,557,700	0	10,201,400
	59030454421	S Business Dr	The Boerke Company LI	9.82		N		4,900	3,900		8,800					
	59030454460		The Boerke Company LI	59.48		N		68,500	0		68,500					
	59030454462	5030 S Business Dr	The Boerke Company LI	11.97		N		42,000	187,200		229,200					
	59281471006	S Business Dr	City of Sheboygan	4.89		N		0	0		0					
	59030454450		The Boerke Company LI	42.90		N		67,000	0		67,000	100.00%	67,000	0	0	67,000
								0				100.00%	0	0	0	0

**Notes:**

1Assessed valuations as of 1-1-2022. Actual base value will be determined using 1-1-2023 assessed values.



## SECTION 5: Equalized Value Test

The following calculations demonstrate that the City expects to be in compliance with Wis. Stat. § 66.1105(4)(gm)4.c., which requires that the equalized value of the taxable property proposed to be added to the District, plus the value increment of all existing tax incremental districts, does not exceed 12% of the total equalized value of taxable property within the City.

The equalized value of the increment of existing tax incremental districts within the City, plus the value of the territory proposed to be added to the District, totals \$120,726,300. This value is less than the maximum of \$504,527,280 in equalized value that is permitted for the City.

City of Sheboygan, Wisconsin	
Tax Increment District #18	
Valuation Test Compliance Calculation	
District Creation Date	12/18/2017
	Valuation Data Currently Available 2023
Total EV (TID In)	4,204,394,000
12% Test	504,527,280
Increment of Existing TIDs	
TID #16	25,672,800
TID #17	21,033,000
TID #18	20,452,500
TID #19	6,509,300
TID #20	34,404,400
Total Existing Increment	108,072,000
Projected Base of New or Amended District	12,654,300
Total Value Subject to 12% Test	120,726,300
Compliance	PASS

## **SECTION 6:**

### **Statement Listing the Kind, Number and Location of All Proposed Public Works or Improvements Within the District**

---

Project Costs are any expenditure made, estimated to be made, or monetary obligations incurred or estimated to be incurred as outlined in this Plan. Project Costs will be diminished by any income, special assessments or other revenues, including user fees or charges, other than tax increments, received or reasonably expected to be received in connection with the implementation of the Plan. If Project Costs incurred benefit territory outside the District, a proportionate share of the cost is not a Project Cost. Costs identified in this Plan are preliminary estimates made prior to design considerations and are subject to change after planning, design and construction is completed.

With all Project Costs, the costs of engineering, design, survey, inspection, materials, construction, restoring property to its original condition, apparatus necessary for public works, legal and other consultant fees, testing, environmental studies, permits, updating ordinances and plans, judgments or claims for damages and other expenses are included as Project Costs. The map found in Section 7 of this Plan along with the Detailed List of Project Costs found in Section 8 provide additional information as to the kind, number and location of potential Project Costs.

The “Statement of Kind, Number and Location of Proposed Public Works and Other Projects” set forth in the original District Project Plan approved on December 18, 2017, is amended to add the following Project Costs that the City has made, expects to make, or may need to make, in conjunction with the implementation of the District’s Plan or this Plan Amendment.

#### **Property, Right-of-Way and Easement Acquisition**

##### **Property Acquisition for Development**

To promote and facilitate development the City may acquire property within the District. The cost of property acquired, and any costs associated with the transaction, are eligible Project Costs. Following acquisition, other Project Costs within the categories detailed in this Section may be incurred to make the property suitable for development. Any revenue received by the City from the sale of property acquired pursuant to the execution of this Plan will be used to reduce the total project costs of the District. If total Project Costs incurred by the City to acquire property and make it suitable for development exceed the revenues or other consideration received from the sale or lease of that



property, the net amount shall be considered “real property assembly costs” as defined in Wis. Stat. § 66.1105(2)(f)1. c., and subject to recovery as an eligible Project Cost.

### **Property Acquisition for Conservancy**

To promote the objectives of this Plan, the City may acquire property within the District that it will designate for conservancy. These conservancy objectives include preserving historic resources or sensitive natural features; protection of scenic and historic views; maintaining habitat for wildlife; maintaining adequate open space; reduction of erosion and sedimentation by preserving existing vegetation; and providing adequate areas for management of stormwater. The cost of property acquired for conservancy, and any costs associated with the transaction, are eligible Project Costs.

### **Acquisition of Rights-of-Way**

The City may need to acquire property to allow for installation of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire rights-of-way are eligible Project Costs.

### **Acquisition of Easements**

The City may need to acquire temporary or permanent easements to allow for installation and maintenance of streets, driveways, sidewalks, utilities, stormwater management practices and other public infrastructure. Costs incurred by the City to identify, negotiate and acquire easement rights are eligible Project Costs.

### **Relocation Costs**

If relocation expenses are incurred in conjunction with the acquisition of property, those expenses are eligible Project Costs. These costs may include but are not limited to preparation of a relocation plan; allocations of staff time; legal fees; publication of notices; obtaining appraisals; and payment of relocation benefits as required by Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **Site Preparation Activities**

### **Environmental Audits and Remediation**

If it becomes necessary to evaluate any land or improvement within the District, any cost incurred by the City related to environmental audits, testing, and remediation are eligible Project Costs.

### **Demolition**

To make sites suitable for development, the City may incur costs related to demolition and removal of structures or other land improvements, to include abandonment of wells or other existing utility services.

### **Site Grading**

Land within the District may require grading to make it suitable for development, to provide access, and to control stormwater runoff. The City may need to remove and dispose of excess material or bring in fill material to provide for proper site elevations. Expenses incurred by the City for site grading are eligible Project Costs.

### **Utilities**

#### **Sanitary Sewer System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand sanitary sewer infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: collection mains; manholes and cleanouts; service laterals; force mains; interceptor sewers; pumping stations; lift stations; wastewater treatment facilities; and all related appurtenances. To the extent sanitary sewer projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand sanitary sewer infrastructure located outside of the District. That portion of the costs of sanitary sewer system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

#### **Water System Improvements**

To allow development to occur, the City may need to construct, alter, rebuild or expand water system infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: distribution mains; manholes and valves; hydrants; service laterals; pumping stations; wells; water treatment facilities; storage tanks and reservoirs; and all related appurtenances. To the extent water system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the

implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand water system infrastructure located outside of the District. That portion of the costs of water system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Stormwater Management System Improvements**

Development within the District will cause stormwater runoff. To manage this stormwater runoff, the City may need to construct, alter, rebuild or expand stormwater management infrastructure within the District. Eligible Project Costs include, but are not limited to, construction, alteration, rebuilding or expansion of: stormwater collection mains; inlets, manholes and valves; service laterals; ditches; culvert pipes; box culverts; bridges; stabilization of stream and river banks; and infiltration, filtration and detention Best Management Practices (BMP's). To the extent stormwater management system projects undertaken within the District provide direct benefit to land outside of the District, the City will make an allocation of costs based on such benefit. Those costs corresponding to the benefit allocated to land within the District, and necessitated by the implementation of the Project Plan, are eligible Project Costs. Implementation of the Project Plan may also require that the City construct, alter, rebuild or expand stormwater management infrastructure located outside of the District. That portion of the costs of stormwater management system projects undertaken outside the District which are necessitated by the implementation of the Project Plan are eligible Project Costs.

### **Electric Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade electric services. Relocation may require abandonment and removal of existing poles or towers, installation of new poles or towers, or burying of overhead electric lines. Costs incurred by the City to undertake this work are eligible Project Costs.

### **Gas Service**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade gas mains and services. Costs incurred by the City to undertake this work are eligible Project Costs.

## **Communications Infrastructure**

To create sites suitable for development, the City may incur costs to provide, relocate or upgrade infrastructure required for voice and data communications, including, but not limited to telephone lines, cable lines and fiber optic cable. Costs incurred by the City to undertake this work are eligible Project Costs.

## **Streets and Streetscape**

### **Street Improvements**

To allow development to occur, the City may need to construct or reconstruct streets, highways, alleys, access drives and parking areas. Eligible Project Costs include, but are not limited to: excavation; removal or placement of fill; construction of road base; asphalt or concrete paving or repaving; installation of curb and gutter; installation of sidewalks and bicycle lanes; installation of culverts, box culverts and bridges; rail crossings and signals; utility relocation, to include burying overhead utility lines; street lighting; installation of traffic control signage and traffic signals; pavement marking; right-of-way restoration; installation of retaining walls; and installation of fences, berms, and landscaping.

### **Streetscaping and Landscaping**

To attract development consistent with the objectives of this Plan, the City may install amenities to enhance development sites, rights-of-way and other public spaces. These amenities include but are not limited to landscaping; lighting of streets, sidewalks, parking areas and public areas; installation of planters, benches, clocks, tree rings, trash receptacles and similar items; and installation of brick or other decorative walks, terraces and street crossings. These and any other similar amenities installed by the City are eligible Project Costs.

## **Community Development**

### **Cash Grants (Development Incentives)**

The City may enter into agreements with property owners, lessees, or developers of land located within the District for sharing costs to encourage the desired kind of improvements and assure tax base is generated sufficient to recover Project Costs. No cash grants will be provided until the City executes a developer agreement with the recipient of the cash grant. Any payments of cash grants made by the City are eligible Project Costs.

### **Contribution to Redevelopment Authority (RDA)**

As provided for in Wis. Stat. § 66.1105(2)(f)1.h and Wis. Stat. § 66.1333(13), the City may provide funds to its RDA to be used for administration, planning operations, and capital costs, including but not limited to real property

acquisition, related to the purposes for which it was established in furtherance of any redevelopment or urban renewal project. Funds provided to the RDA for this purpose are eligible Project Costs.

### **Revolving Loan/Grant Program (Development Incentives)**

To encourage private development consistent with the objectives of this Plan, the City, through its RDA, may provide loans or grants to eligible property owners in the District. Eligible improvements will be those that are likely to improve the value of the property, enhance the visual appearance of the property and surrounding area, correct safety deficiencies, or as otherwise specified by the RDA in the program manual. Any funds returned to the RDA from the repayment of loans made are not considered revenues to the District and will not be used to offset District Project Costs. Instead, these funds may be placed into a revolving fund and will continue to be used for the program purposes stated above. Any funds provided to the RDA for purposes of implementing this program are considered eligible Project Costs.

### **Miscellaneous**

#### **Rail Spur**

To allow for development, the City may incur costs for installation of a rail spur or other railway improvements to serve development sites located within the District.

#### **Property Tax Payments to Town**

Property tax payments due to the Town of Wilson under Wis. Stat. § 66.1105(4)(gm)1. because of the inclusion of lands annexed after January 1, 2004 within the boundaries of the District are an eligible Project Cost.

#### **Projects Outside the Tax Increment District**

Pursuant to Wis. Stat. § 66.1105(2)(f)1.n, the City may undertake projects within territory located within one-half mile of the boundary of the District provided that: 1) the project area is located within the City's corporate boundaries; and 2) the projects are approved by the Joint Review Board. The cost of projects completed outside the District pursuant to this section are eligible project costs and may include any project cost that would otherwise be eligible if undertaken within the District. The City intends to make the following project cost expenditures outside the District:

#### **Professional Service and Organizational Costs**

The costs of professional services rendered, and other costs incurred, in relation to the creation, administration and termination of the District, and the

undertaking of the projects contained within this Plan, are eligible Project Costs. Professional services include but are not limited to: architectural; environmental; planning; engineering; legal; audit; financial; and the costs of informing the public with respect to the creation of the District and the implementation of the Plan.

**Administrative Costs**

The City may charge to the District as eligible Project Costs reasonable allocations of administrative costs, including, but not limited to, employee salaries. Costs allocated will bear a direct connection to the time spent by City employees relating to the implementation of the Plan.

**Financing Costs**

Interest expense, debt issuance expenses, redemption premiums, and any other fees and costs incurred in conjunction with obtaining financing for projects undertaken under this Plan are eligible Project Costs.

## **SECTION 7:**

### **Map Showing Proposed Improvements and Uses Within the Territory to be Added**

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Map Found on Following Page.

INSERT MAP FROM CLIENT



## SECTION 8:

### Detailed List of Estimated Project Costs

The following list identifies the Project Costs that the City has made, expects to make, or may need to make in conjunction with the implementation of the District's Plan or this Plan Amendment. All projects identified and related costs reflect the best estimates available as of the date of preparation of this Plan Amendment. All costs are preliminary estimates and may increase or decrease. Certain Project Costs listed may become unnecessary, and other Project Costs not currently identified may need to be made. (Section 6 details the general categories of eligible Project Costs). Changes in Project Cost totals or the types of Project Costs to be incurred will not require that this Plan be amended. This Plan is not meant to be a budget nor an appropriation of funds for specific Project Costs, but a framework within which to manage Project Costs.

#### City of Sheboygan, Wisconsin

##### Tax Increment District # 18

##### Estimated Project List

Project ID	Project Name/Type	Phase I 2018	Phase II 2018	Ongoing with Cash Flow	2023 TID Amendment	Total (Note 1)
1	Grading		4,100,610			4,100,610
2	Street Construction		2,525,798			2,525,798
3	Storm Sewer		2,600,825			2,600,825
4	Sanitary Sewer		2,436,350			2,436,350
5	Water Main		2,700,900			2,700,900
6	Stormwater management		100,000			100,000
7	Street Lighting		244,283			244,283
8	Pump Station Capacity Upgrades		1,344,500			1,344,500
9	Allowance for Downstream Sanitary Sewer Capacity Improvements		3,000,000			3,000,000
10	Wetland Mitigation		150,000			150,000
11	Entrance Monuments		300,000			300,000
12	Landscaping		172,000			172,000
13	Legal, Engineering, Contingencies		2,951,290			2,951,290
14	Land Acquisition	2,588,968				2,588,968
15	Developer Incentives (PAGO not forecasted in cash flow)/Revolving loan fund	0		3,425,000		3,425,000
16	TID creation and Administration	30,000				30,000
17	Ongoing Administration			652,000		652,000
18	Town Taxes	200				200
19	Financing Costs			1,347,830		1,347,830
20	Taylor Drive Extension				3,400,000	3,400,000
21	Stormwater Pond <sup>2</sup>				1,200,000	1,200,000
22	Engineered Fill & Compaction				825,000	825,000
Total Projects		2,619,168	22,626,556	5,424,830	5,425,000	36,095,554

Notes:

Note 1 Project costs are estimates and are subject to modification

Note 2 The Stormwater pond will be required only if the annexed land is developed. As such, while a TID eligible expense, it's not included in the overall cashflow.

## SECTION 9:

### **Economic Feasibility Study, Description of the Methods of Financing Estimated Project Costs and the Time When Related Costs or Monetary Obligations are to be Incurred**

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This Section includes an updated forecast of the valuation increases expected within the District, the associated tax increment collections, a summary of how remaining Project Costs would be financed, and a projected cash flow demonstrating that the District remains economically feasible.

#### **Key Assumptions**

The Project Costs the City plans to make are expected to create \$130 million in incremental value by 2030. Estimated valuations and timing for construction of the Project are included in **Table 1**. Assuming the City's current equalized TID Interim tax rate of \$17.07 per thousand of equalized value, and a 1% economic appreciation, the Project would generate \$44.4 million in incremental tax revenue over the 20-year term of the District as shown in **Table 2**.

Table 1 - Development Assumptions

City of Sheboygan, Wisconsin											
Tax Increment District # 18											
Development Assumptions											
Construction Year		Actual	FedX	Torginol Development	Consolidated Construction - Spec Bldg	Nemak	Project Ice Box	Industrial Development	Acres	Annual Total	Construction Year
1	2018	3,995,700	Part of the Actual Amounts							3,995,700	2018 1
2	2019	8,532,100								8,532,100	2019 2
3	2020	1,079,600								1,079,600	2020 3
4	2021	4,732,400								4,732,400	2021 4
5	2022	2,112,700								2,112,700	2022 5
6	2023				6,750,000					6,750,000	2023 6
7	2024					10,000,000	30,000,000			40,000,000	2024 7
8	2025					8,000,000	30,000,000	13,000,000	20	51,000,000	2025 8
9	2026							13,000,000	20	13,000,000	2026 9
10	2027							13,000,000	20	13,000,000	2027 10
11	2028							9,750,000	15	9,750,000	2028 11
12	2029							9,750,000	15	9,750,000	2029 12
13	2030							9,750,000	15	9,750,000	2030 13
14	2031							9,750,000	15	9,750,000	2031 14
15	2032							6,500,000	10	6,500,000	2032 15
16	2033							6,500,000	10	6,500,000	2033 16
17	2034							6,500,000	10	6,500,000	2034 17
18	2035							6,500,000	10	6,500,000	2035 18
19	2036									0	2036 19
20	2037									0	2037 20
Totals		20,452,500	0	0	6,750,000 0	18,000,000 0	60,000,000 0	104,000,000		209,202,500	
Notes:											
Assumed value per acre based discounted value of Southeastern WI developed business park				Developable Acres Assumed value per acre				230.5 650,000	160	Remaining After Known Development	

**Table 2 – Tax Increment Projection Worksheet****City of Sheboygan, Wisconsin****Tax Increment District # 18****Tax Increment Projection Worksheet**

Type of District	Industrial	Base Value	10,895,280	Apply to Base Value
District Creation Date	January 1, 2018	Appreciation Factor	1.00%	
Valuation Date	Jan 1, 2018	Base Tax Rate	\$24.46	
Max Life (Years)	20	Rate Adjustment Factor		
Expenditure Period/Termination	15 1/1/2033			
Revenue Periods/Final Year	20 2039			
Extension Eligibility/Years	Yes 3	Tax Exempt Discount Rate	4.50%	
Recipient District	No	Taxable Discount Rate	5.50%	

Construction			Valuation	Inflation	Revenue		Tax	Tax Exempt		
Year	Value Added	Year	Increment	Total Increment	Year	Tax Rate	Increment	NPV Calculation	Taxable NPV Calculation	
1	2018	3,995,700	2019	0	3,995,700	2020	\$24.46	97,738	85,647	83,235
2	2019	8,532,100	2020	0	12,527,800	2021	\$22.87	286,453	325,855	314,464
3	2020	1,079,600	2021	0	13,607,400	2022	\$21.86	297,470	564,560	542,068
4	2021	4,732,400	2022	0	18,339,800	2023	\$19.19	352,023	834,877	797,372
5	2022	2,112,700	2023	0	20,452,500	2024	\$17.07	349,088	1,091,397	1,037,348
6	2023	6,750,000	2024	204,525	27,202,500	2025	\$17.07	464,299	1,417,885	1,339,884
7	2024	40,000,000	2025	272,025	67,474,525	2026	\$17.07	1,151,671	2,192,850	2,051,190
8	2025	51,000,000	2026	674,745	119,149,270	2027	\$17.07	2,033,668	3,502,385	3,241,762
9	2026	13,000,000	2027	1,191,493	133,340,763	2028	\$17.07	2,275,892	4,904,787	4,504,678
10	2027	13,000,000	2028	1,333,408	147,674,171	2029	\$17.07	2,520,538	6,391,057	5,830,435
11	2028	9,750,000	2029	1,476,742	158,900,912	2030	\$17.07	2,712,159	7,921,452	7,182,611
12	2029	9,750,000	2030	1,589,009	170,239,921	2031	\$17.07	2,905,696	9,490,449	8,555,753
13	2030	9,750,000	2031	1,702,399	181,692,321	2032	\$17.07	3,101,168	11,092,886	9,944,869
14	2031	9,750,000	2032	1,816,923	193,259,244	2033	\$17.07	3,298,595	12,723,940	11,345,390
15	2032	6,500,000	2033	1,932,592	201,691,836	2034	\$17.07	3,442,525	14,352,861	12,730,822
16	2033	6,500,000	2034	2,016,918	210,208,755	2035	\$17.07	3,587,893	15,977,461	14,099,481
17	2034	6,500,000	2035	2,102,088	218,810,842	2036	\$17.07	3,734,716	17,595,720	15,449,877
18	2035	6,500,000	2036	2,188,108	227,498,951	2037	\$17.07	3,883,007	19,205,781	16,780,695
19	2036	0	2037	2,274,990	229,773,940	2038	\$17.07	3,921,837	20,761,916	18,054,749
20	2037	0	2038	2,297,739	232,071,680	2039	\$17.07	3,961,055	22,265,932	19,274,460
Totals		209,202,500	23,073,705		Future Value of Increment		44,377,491			

**Notes:**

Actual results will vary depending on development, inflation of overall tax rates.

NPV calculations represent estimated amount of funds that could be borrowed (including project cost, capitalized interest and issuance costs).

## Financing and Implementation

Table 3 provides a summary of the District's financing plan.

Based on the Project Cost expenditures as included within the cash flow exhibit (Table 4), the District isn't projected to accumulate sufficient funds by the end of the TID life. The projected closure is based on the various assumptions noted in this Plan and will vary dependent on actual Project Costs incurred and the actual amount of tax increments collected.

**Table 3 – Financing Plan**

City of Sheboygan, Wisconsin		
Tax Increment District # 18		
Estimated Financing Plan - Amended Area		
	G.O. Bond 2024	Totals
Projects		
Taylor Drive Extension	3,400,000	3,400,000
Stormwater Pond2	0	0
Engineered Fill & Compaction	825,000	825,000
Total Project Funds	4,225,000	4,225,000
Estimated Finance Related Expenses		
Municipal Advisor	43,500	
Bond Counsel	22,500	
Rating Agency Fee	20,000	
Paying Agent	850	
Underwriter Discount	12.00 52,200	
Contingency/ Disclosure counsel	13,500	
Total Financing Required	4,377,550	
Estimated Interest	4.00% (28,167)	
Assumed spend down (months)	2	
Rounding	617	
Net Issue Size	4,350,000	4,350,000
Notes:		

Table 4 - Cash Flow

## City of Sheboygan, Wisconsin

Tax Increment District # 18

Cash Flow Projection

Year	Projected Revenues				Expenditures							Balances		Year	
	Interest Earnings/		Land Sale	Total Revenues	Debt Service	Development Incentives	G.O. Bond Dated Date 4/1/24 \$ 4,350,000			Payments on Advances from City	Admin. & Prof. Services	Total Expenditures	Annual		Cumulative
	Tax Increments	(Cost)					Principal	Est. Rate	Interest						
2022													0	(863,839)	2022
2023	352,023	(12,958)		339,066	539,633						80,000	1,159,265	(820,199)	(1,684,038)	2023
2024	349,088	(25,261)	400,000	723,828	579,105	367,500	0	4.50%	97,875		80,000	1,703,585	(979,757)	(2,663,796)	2024
2025	464,299	(39,957)	400,000	824,342	692,640	343,223	0	4.50%	195,750		80,000	2,004,253	(1,179,911)	(3,843,707)	2025
2026	1,151,671	(57,656)	400,000	1,494,016	809,943	335,223	0	4.50%	195,750		80,000	2,230,858	(736,842)	(4,580,549)	2026
2027	2,033,668	(68,708)	300,000	2,264,960	920,570	343,223	100,000	4.50%	195,750		80,000	2,560,113	(295,153)	(4,875,702)	2027
2028	2,275,892	(73,136)	300,000	2,502,757	1,034,345	343,223	100,000	4.50%	191,250		80,000	2,783,163	(280,406)	(5,156,109)	2028
2029	2,520,538	(77,342)	300,000	2,743,197	1,140,855	343,223	100,000	4.50%	186,750		30,000	2,941,683	(198,486)	(5,354,595)	2029
2030	2,712,159	(80,319)	300,000	2,931,840	1,264,610	343,223	100,000	4.50%	182,250		30,000	3,184,693	(252,853)	(5,607,448)	2030
2031	2,905,696	(84,112)	200,000	3,021,584	1,375,065	343,223	100,000	4.50%	177,750		30,000	3,401,103	(379,519)	(5,986,967)	2031
2032	3,101,168	(89,805)	200,000	3,211,364	1,397,118		100,000	4.50%	173,250		30,000	3,097,485	113,879	(5,873,088)	2032
2033	3,298,595	(88,096)	200,000	3,410,499	1,401,805		350,000	4.50%	168,750		30,000	3,352,360	58,139	(5,814,950)	2033
2034	3,442,525	(87,224)	200,000	3,555,300	1,399,740		500,000	4.50%	153,000		30,000	3,482,480	72,820	(5,742,129)	2034
2035	3,587,893	(86,132)		3,501,762	1,400,850		500,000	4.50%	130,500		1,000	3,433,200	68,561	(5,673,568)	2035
2036	3,734,716	(85,104)		3,649,612	1,399,980		550,000	4.50%	108,000		1,000	3,458,960	190,652	(5,482,915)	2036
2037	3,883,007	(82,244)		3,800,763	1,402,380		600,000	4.50%	83,250		1,000	3,489,010	311,753	(5,171,162)	2037
2038	3,921,837	(77,567)		3,844,269	1,398,080		600,000	4.50%	56,250		1,000	3,453,410	390,859	(4,780,303)	2038
2039	3,961,055	(71,705)		3,889,351	1,032,268		650,000	4.50%	29,250		1,000	2,744,785	1,144,566	(3,635,738)	2039
2040	3,961,055	(54,536)		3,906,519	1,029,120						1,000	2,059,240	1,847,279	(1,788,459)	2040
2041	3,961,055	(26,827)		3,934,228						1,400,000	1,000	1,401,000	2,533,228	744,770	2041
2042	3,961,055	11,172		3,972,227						396,000	15,000	411,000	3,561,227	4,305,996	2042
Total	55,578,996	(1,257,514)	3,200,000	57,521,482	20,218,105	2,762,061	4,350,000		2,325,375	1,796,000	682,000	52,351,647			Total

Notes: Land sales based upon sale v \$ 20,000  
Average based upon higher values along interstate and lower values inland.  
Land sale assumed one year prior to construction of new development

Projected TID Closure

## SECTION 10:

### **Annexed Property**

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A tax incremental district cannot include annexed territory unless at least three years have elapsed since the annexation, or certain other requirements are met. Since territory proposed to be added to the District has been annexed within the past three years, the City pledges to pay the Town of Wilson for each of the next five years an amount equal to the property taxes levied on that territory by the town at the time of the annexation. Such payments allow for inclusion of the annexed lands as a permitted exception under Wis. Stat. § 66.1105(4)(gm)1.

## **SECTION 11:**

### **Estimate of Property to be Devoted to Retail Business**

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Pursuant to Wis. Stat. § 66.1105(5)(b), the City estimates that no territory within the District will be devoted to retail business at the end of the District's maximum expenditure period.



## **SECTION 12:**

### **Proposed Changes of Zoning Ordinances, Master Plan, Map, Building Codes and City Ordinances**

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#### **Zoning Ordinances**

The proposed Plan Amendment is in general conformance with the City's current zoning ordinances. Individual properties may require rezoning at the time of development. Land within the District zoned industrial at the time of District creation will remain in a zoning classification suitable for industrial sites for the life of the District.

#### **Master (Comprehensive) Plan and Map**

The proposed Plan Amendment is in general conformance with the City's Comprehensive Plan identifying the area as appropriate for industrial development.

#### **Building Codes and Ordinances**

Development within the District will be required to conform to State Building Codes and will be subject to the City's permitting and inspection procedures. The proposed Plan Amendment conforms to all relevant State and local ordinances, plans, and codes. No changes to the existing regulations are proposed or needed.

## **SECTION 13:**

### **Statement of the Proposed Method for the Relocation of any Persons to be Displaced**

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Should the continued implementation of this Plan require relocation of individuals or business operations, relocations will be handled in compliance with Wis. Stat. Chapter 32 and Wis. Admin. Code ADM 92.

## **SECTION 14:**

### **How Amendment of the Tax Incremental District Promotes the Orderly Development of the City**

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This Plan Amendment promotes the orderly development of the City by creating new industrial site providing necessary public infrastructure improvements and financial incentives for private development projects. Through use of tax increment financing, the City can attract new investment that results in increased tax base. Development will occur in an orderly fashion in accordance with approved plans so that the Projects will be compatible with adjacent land uses. Development of new uses in the District will add to the tax base and will generate positive secondary impacts in the community such as increased employment opportunities.

## **SECTION 15:**

### **List of Estimated Non-Project Costs**

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Non-project costs are public works projects which only partly benefit the District. Costs incurred that do not benefit the District may not be paid with tax increments. Examples of non-project costs are:

- A public improvement made within the District that also benefits property outside the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- A public improvement made outside the District that only partially benefits property within the District. That portion of the total Project Costs allocable to properties outside of the District would be a non-project cost.
- Projects undertaken within the District as part of the implementation of this Project Plan, the costs of which are paid fully or in part by impact fees, grants, special assessments, or revenues other than tax increments.

No improvements to be made within the District will benefit property outside the District. Furthermore, there will be no improvements made outside the District that will only partially benefit the District.

## **SECTION 16:**

### **Legal Opinion Advising Whether the Plan is Complete and Complies with Wis. Stat. § 66.1105(4)(f)**

---

**INSERT SIGNED LEGAL OPINION**

**SAMPLE**

Mayor  
City of Sheboygan  
828 Center Ave  
Sheboygan, Wisconsin 53081

**RE: Project Plan Amendment for Tax Incremental District No. 18**

Dear Mayor:

Wisconsin Statute 66.1105(4)(f) requires that a project plan for a tax incremental financing district include an opinion provided by the City Attorney advising as to whether the plan is complete and complies with Wisconsin Statute 66.1105. As City Attorney for the City of Sheboygan, I have been asked to review the above-referenced project plan amendment for compliance with the applicable statutory requirements. Based upon my review, in my opinion, the amended Project Plan for the City of Sheboygan Tax Incremental District No. 18 is complete and complies with the provisions of Wisconsin Statute 66.1105.

Sincerely,

City Attorney

## **SECTION 17:**

### **Calculation of the Share of Projected Tax Increments Estimated to be Paid by the Owners of Property in the Overlying Taxing Jurisdictions**

The following projection is provided to meet the requirements of Wis. Stat. § 66.1105(4)(i)4.

Estimated portion of taxes that owners of taxable property in each taxing jurisdiction overlaying district would pay by jurisdiction.						
Statement of Taxes Data Year:				2022	Percentage	
Sheboygan County				15,129,924	21.12%	
City of Sheboygan				31,920,100	44.56%	
School District of Sheboygan Area				22,283,436	31.11%	
Lakeshore Technical College				2,303,112	3.21%	
Total				71,636,572		
Revenue Year	Sheboygan County	City of Sheboygan	School District of Sheboygan Area	Lakeshore Technical College	Total	Revenue Year
2020	20,643	43,550	30,403	3,142	97,738	2020
2021	60,500	127,639	89,105	9,209	286,453	2021
2022	62,827	132,548	92,532	9,564	297,470	2022
2023	74,349	156,856	109,501	11,318	352,023	2023
2024	73,729	155,548	108,588	11,223	349,088	2024
2025	98,062	206,884	144,426	14,927	464,299	2025
2026	243,237	513,166	358,241	37,026	1,151,671	2026
2027	429,519	906,170	632,597	65,382	2,033,668	2027
2028	480,677	1,014,101	707,944	73,170	2,275,892	2028
2029	532,347	1,123,111	784,044	81,035	2,520,538	2029
2030	572,819	1,208,494	843,650	87,196	2,712,159	2030
2031	613,694	1,294,731	903,852	93,418	2,905,696	2031
2032	654,979	1,381,830	964,656	99,702	3,101,168	2032
2033	696,676	1,469,801	1,026,069	106,050	3,298,595	2033
2034	727,075	1,533,934	1,070,840	110,677	3,442,525	2034
2035	757,777	1,598,707	1,116,058	115,351	3,587,893	2035
2036	788,787	1,664,129	1,161,729	120,071	3,734,716	2036
2037	820,106	1,730,205	1,207,857	124,838	3,883,007	2037
2038	828,307	1,747,507	1,219,936	126,087	3,921,837	2038
2039	836,590	1,764,982	1,232,135	127,348	3,961,055	2039
9,372,699	19,773,894	13,804,164	1,426,734	44,377,491		

**CITY OF SHEBOYGAN  
RESOLUTION 108-23-24**

**BY ALDERPERSON RUST.**

**DECEMBER 4, 2023.**

A RESOLUTION officially recognizing the Farnsworth Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Farnsworth Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To build community by connecting neighbors;

and

WHEREAS, the primary goals of the Farnsworth Neighborhood Association are to:

- Promote neighborliness, cooperation, and a sense of pride among the members of our neighborhood;
- Serve as an educational vehicle by communicating and distributing neighborhood and community issues to residents of the neighborhood; and
- Work with officials, citizens, and organizations to maintain the safety and cleanliness of our neighborhood to ensure the availability of public and private services;

and

WHEREAS, the Farnsworth Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the east side of South 12th Street, the north side of Mead Avenue, Lake Michigan, and the south side of Union Avenue; and

WHEREAS, the Farnsworth Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNLC) and be eligible to apply for grant funds through grant programs offered by the MNLC.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the Farnsworth Neighborhood Association.

BE IT FURTHER RESOLVED: That the Mayor, Common Council, and staff of the City of Sheboygan hereby pledge their 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

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Meredith DeBruin, City Clerk, City of  
Sheboygan



**CITY OF SHEBOYGAN  
RESOLUTION 113-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 4, 2023.**

A RESOLUTION obligating American Rescue Plan Act (ARPA) funds to pay for various eligible capital projects and authorizing the Finance Director to complete a 2024 budget amendment with associated anticipated costs.

WHEREAS, the City of Sheboygan received \$22,006,206 of funding through ARPA; and

WHEREAS, Common Council approved intent Resolution No. 71-21-22 on October 18, 2021 allocating these funds to various projects; and

WHEREAS, staff has brought forward several changes to the initial spending plan for these funds that have received Common Council support; and

WHEREAS, the ARPA funds have specific deadlines for obligation and spenddown that has required staff to review the plan for compliance; and

WHEREAS, two previously discussed projects, Wastewater's Southshore Interceptor and an affordable housing project, that were anticipated to be completed utilizing ARPA no longer need the funds that were previously allocated; and

WHEREAS, staff reviewed the City's capital plan to identify projects that would qualify under ARPA's compliance requirements; and

WHEREAS, staff recommends the utilization of ARPA funds in place of tax levy which then can be reallocated to future capital needs; and

WHEREAS, several projects that are being recommended by City staff were in future years of the 2024-2028 Capital Improvements Program and will be able to be completed sooner than previously budgeted for.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby expresses its intent to obligate \$1,776,469.41 of ARPA funds to the following projects to be completed in 2024:

Uptown Social Gymnasium Construction	\$450,000.00
Mead Public Library – Wall Re-Caulking	\$150,000.00
Mead Public Library – Roof Replacement	\$250,000.00
Wildwood Softball Parking Lot Reconstruction	\$225,000.00
Park Road Reconstruction	\$250,000.00
Police Department Portable Radios	\$107,000.00
St. Clair Parklet	\$344,469.41

BE IT FURTHER RESOLVED: That the Finance Director is authorized to make the following 2024 budget amendment to fund the above projects:

INCREASE:

Federal Grants Fund – Federal Grants – Federal Grants Other (Acct. No. 202000-433000)	\$1,776,469.41
Federal Grants Fund – Federal Grants – Building Improvements (Acct. No. 202000-631200)	\$ 850,000.00
Federal Grants Fund – Federal Grants – Improvements other than Buildings (Acct. No. 202000-631200)	\$ 819,469.41
Federal Grants Fund – Federal Grants – Communications Equipment (Acct. No. 202000-652300)	\$ 107,000.00

DECREASE:

Capital Projects Fund – Public Safety – Other Operating Equipment (Acct. No. 400200-651700)	\$ 52,000.00
Capital Projects Fund – Culture & Recreation – Buildings Improvements (Acct. No. 400500-631200)	\$ 600,000.00
Capital Projects Fund – Public Works – Improvements other than Buildings (Acct. No. 400300-641100)	\$ 100,000.00
Capital Projects Fund – Capital Projects – Contributions/Grants (Acct. No. 400-485000)	\$ 450,000.00
Capital Projects Fund – Capital Projects – Fund Equity Applied (Acct. No. 400-493000)	\$ 292,000.00

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 112-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 4, 2023.**

A RESOLUTION authorizing the issuance of a refund for excess property tax payable to Sheboygan Outboard Club related to 2022 real estate tax for Parcel No. 59281895368P.

WHEREAS, an error by the assessor in the assessed value of Parcel No. 59281895368P resulted in a tax overpayment by Sheboygan Outboard Club in 2022 of \$479.59; and

WHEREAS, the error was a double assessment of certain improvements on the leased land property in the City, and is therefore considered a palpable error pursuant to state statutes; and

WHEREAS, Wis. Stat. § 74.33 directs the excess property tax payment be refunded in the event of palpable errors; and

WHEREAS, a chargeback request will be filed with the State of Wisconsin which will be denied due to the fact that the parcel described is within a Tax Increment District and the City withholds all increment for parcels within this boundary.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized and directed to rescind 2022 real estate taxes in the amount of \$479.59 for Parcel No. 59281895368P and refund the parcel owner, Sheboygan Outboard Club, the rescinded amount from General Fund - Finance – Tax Roll Adjustments (Account No. 101150-580250).

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 110-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**DECEMBER 4, 2023.**

A RESOLUTION authorizing entering into a Pre-Development Agreement with Cornerstone LLC regarding redevelopment of the Poth and Gartman Farms property on the south side of the City.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Pre-Development Agreement Between Cornerstone LLC and the City of Sheboygan, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**PRE-DEVELOPMENT AGREEMENT  
BETWEEN  
CORNERSTONE LLC  
AND  
THE CITY OF SHEBOYGAN**

**THIS PRE-DEVELOPMENT AGREEMENT** (“Agreement”) is entered into by the City of Sheboygan, a Wisconsin municipal corporation with a mailing address of 828 Center Ave, Sheboygan, WI 53081 (“City”), and Cornerstone LLC, a Wisconsin Limited Liability Company with a mailing address of S1930 Glen Valley, Dr., Reedsburg, WI 53959 (“Developer”). The City and the Developer may be jointly referred to herein as the “Parties” or singularly as a “Party.”

**RECITALS**

Staff from the City have been in discussions with the Developer regarding City-owned property on the south side of the City of Sheboygan commonly referred to as the Poth and Gartman Farms (“Property”), and including Parcel Nos. 59281471041, 59281471042, 59281471043, 59281471044, 59281471045, 59281471046, 59281471047, 59281471048, 59281471049, 59281472509, 59281472510, 59281470988, 59281470989, and 59281470990, for the purpose of constructing a subdivision on the property with an estimated value that has yet to be determined (“Project”).

The Parties are continuing to negotiate the terms of the development agreement and would like to secure certain rights related to the Project before investing additional time and money exploring the development of the Project.

The City finds that allowing the Developer the rights to the Property pursuant to the terms and conditions in this Agreement will be beneficial to the City for many reasons, including the possibility of the Project bringing additional housing to the City of Sheboygan.

**THEREFORE**, for the mutual considerations contained herein, the City and the Developer agree as follows:

**TERMS**

1. Recitals. The recitals above are hereby incorporated into and made a part of this Agreement.
2. Term. This Agreement shall be valid on the date of full execution by the Parties and shall remain in full force and effect until December 31, 2024, unless earlier terminated as provided for herein. This may be extended by mutual agreement of both parties.
3. City Responsibilities. During the term of this Agreement, the City agrees as follows:
  - a. The City shall not enter into any contracts with a third party for the sale of any portion of the Property without the prior written approval of the Developer.

- b. The City shall take the necessary steps to rezone the Property with the concurrence of the Developer to make the proposed project feasible.
  - c. The City shall develop plans for the creation of a TID to incentivize the proposed development.
  - d. The City shall allow the Developer and the Developer's employees, agents and contractors to enter onto the Property for the purpose of conducting engineering and site testing so long as the Developer provides at least notice 24 hours in advance to the City Engineer. The City reserves the absolute right to deny entry onto the Property if there are conflicts (e.g., the City will be conducting excavating work during that time the Developer desires to enter onto the Property) or reasonable safety concerns, as solely determined by the City. In such case, the City will make all reasonable efforts to inform the Developer as soon as possible when entry will be denied.
  - e. Nothing in this Agreement guarantees the approval of the zoning change, concept plan, preliminary/final plat, development agreement.
4. Developer Responsibilities. During the term of this Agreement, in addition to any other responsibilities contained in this Agreement, the Developer agrees as follows:
- a. The Developer shall immediately terminate this Agreement pursuant to Paragraph 6(b), below, in the event the Developer decides, for any reason, to no longer pursue the Project.
  - b. For the duration of the Agreement, the Developer shall have and maintain insurance in the amounts provided for on Attachment B.
  - c. The Developer shall materially participate in the creation of a conceptual master plan ("Plan") for the entire property. The plan shall include provisions for all levels of housing, including but not limited to workforce, entry level, low income, market rate, and high-income housing, as well as low density commercial use to facilitate the siting of retail business within the development. The Plan shall also include the layout of park/green spaces, streets, and public right of ways to include pedestrian pathways. The city shall have the right to adjust the proposed master plan based on needs of the city.
  - d. The Developer shall provide evidence of initial financing of Phase I to the satisfaction of the City.
5. Mutual Responsibilities. During the term of this Agreement, the Parties agree to work together on the overall concept design and regulations associated with the Project; however, nothing contained herein shall be construed to mean, imply or guarantee that the Project or any part thereof including, but not limited to, architectural designs or plans, has been or will be approved by the City Council.
6. Division into Parcels. The Parties acknowledge and agree that during the term of this Agreement, the City may choose to divide the Property into multiple parcels via Certified Survey Maps as a way of allowing portions of the Property to be developed while the master planning process is continuing for the Property as a whole. No such land division shall be deemed or construed to change or reduce the either Party's rights or responsibilities under this Agreement.

## 7. Termination.

- a. This Agreement shall automatically terminate upon execution by the Parties of a Development Agreement for the Property and Project.
- b. This Agreement may be terminated by either Party with seven calendar days' advance notice to the non-terminating party should the non-terminating party materially breach any of the terms contained herein.
- c. The City may terminate this Agreement at any time and without notice if:
  - i. The Developer has made or is found to have made any statement that was proven to have been false in any material respect to this Agreement and/or
  - ii. The Developer: (1) becomes insolvent or generally does not pay, or is unable to pay, or admits in writing its inability to pay, its debts as they mature, (2) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its assets, (3) becomes the subject of an "order for relief" within the meaning of the United States Bankruptcy Code, or files a petition in bankruptcy, for reorganization or to effect a plan, or other arrangement with creditors, (4) files a petition or application in bankruptcy or any similar proceeding or has such a proceeding commenced against the Developer, and such petition, application or proceeding either remains undismissed for a period of ninety (90) days or more or Developer files an answer to such a petition or application admitting the material allegations therein, or (5) applies to a court for the appointment of a receiver or custodian for any of Developer's assets or properties or has a receiver or custodian appointed for any of its assets or properties, with or without consent, and such receiver is not discharged within ninety (90) days after his/her appointment, and/or (6) adopts a plan of complete liquidation of its assets.

- 8. Indemnification. Developer agrees at all times during the term of this Agreement to indemnify, hold harmless and defend the City, its boards, committees, officers, employees, authorized representatives and volunteers against any and all liabilities, losses, damages costs or expenses (including, without limitation, actual attorney's and consultant's fees) which the City, its boards, committees, officers, employees and representatives may sustain, incur or be required to pay by reason of or in any way related to bodily injury, personal injury or property damage of whatsoever nature or in connection with or in any way related to the performance of the work by Developer, its employees, agents and anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused solely by or resulting from the gross negligent acts of the City. Developer's indemnity obligations shall not be limited by any worker's compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by or required of Developer. No member, official or employee of the City shall be personally liable to any Party in the event of any default or breach by the Developer on any obligations under the terms of this Agreement.

9. Miscellaneous.

- a. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the City and Developer or cause the City to be responsible in any way for the debts or obligations of Developer or any other person.
- b. Except as otherwise specifically set forth in this Agreement, the respective rights and liabilities of Parties under this Agreement are not assignable or delegable, in whole or in part, without the prior written consent of the other Party.
- c. All communications or notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer of the person entitled to such notice, if hand delivered, or (ii) three business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, air bill prepaid, and each such communication or notice shall be addressed as follows, unless and until either Party notifies the other in accordance with this Paragraph of a change of address:

If to City:	City Administrator City of Sheboygan 828 Center Ave. Sheboygan, WI 53081
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If to Developer:	Cornerstone, LLC S1930 Glen Valley, Dr. Reedsburg, WI 53959
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- c. No waiver, amendment, or variation in the terms of this Agreement shall be valid unless in writing and signed by the Parties and then only to the extent specifically set forth in writing.
- d. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof.
- e. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement in such jurisdiction or affecting the validity or enforceability of any provision in any other jurisdiction.
- f. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken related to the Property or the Project; nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- g. The Developer shall pay all reasonable fees, costs and expenses incurred by the City, including attorney's fees, in connection with the enforcement of this Agreement including, without



limitation, the enforcement of such rights in any bankruptcy, reorganization or insolvency proceeding involving Developer or any successor or assign.

- h. Nothing in this Agreement shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove any such approval, licensees, and permits or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.
- i. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.
- j. Upon mutual consent of the parties, which consent either party can withhold in its sole discretion, the parties can agree to submit disputes arising under this Agreement to alternative dispute resolution. The Parties hereby waive trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or equity, arising out of or in any way related to this Agreement. Venue for any court proceedings shall be Sheboygan County, Wisconsin.
- k. This Agreement may be executed in several counterparts, each of which shall be deemed original, but such counterparts shall together constitute but one and the same agreement. Facsimile signatures shall be deemed original signatures for all purposes of this Agreement.

**IN WITNESS WHEREOF**, the Parties have entered into and executed this Agreement as of the date fully executed by the parties, as indicated below.

**CITY OF SHEBOYGAN**

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

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

**CORNERSTONE, LLC**

BY: \_\_\_\_\_  
(Name and Title) Date

This document is authorized by and in accordance with Res. No. \_\_\_\_-23-24.

## INSTRUCTIONS FOR EXECUTING LEGAL DOCUMENT

### CORPORATION INSTRUCTIONS

If the party signing the legal document is a **CORPORATION**, the signatories on the document must be parties authorized to sign by the corporation (typically the manager, agent or secretary) and the following certificate should be executed and returned to the City of Sheboygan:

I, \_\_\_\_\_ (*print name*), certify that I am the \_\_\_\_\_ (*title*) of  
 \_\_\_\_\_ (*business name*), a corporation in good standing in the State of \_\_\_\_\_,  
 and that I have duly signed the foregoing document for and on behalf of the business by authority of its governing body,  
 within the scope of its corporate powers.

\_\_\_\_\_  
 Signature

(*Corporate Seal*)

\_\_\_\_\_  
 Date

If the document is not signed by the secretary, manager or agent authorized to sign on behalf of the corporation, the certificate should be executed by some other officer of the corporation under the corporate seal. Alternatively, in lieu of the foregoing certificate, there must be attached to the legal document copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

### LIMITED LIABILITY COMPANY INSTRUCTIONS

If the party signing the legal document is a **LIMITED LIABILITY COMPANY**, unless the LLC filed a Statement of Nonapplicability with the Wisconsin Department of Financial Institutions (“DFI”) before 12/31/22, the signatories on the document must be persons authorized to legally bind an LLC via a Statement of Authority filed with the DFI (Form 501), as required by Wis. Stat. § 183.0302.

As such, person(s) signing on behalf of the LLC must attach a copy of the filed and approved Statement of Authority or Statement of Nonapplicability.

### PARTNERSHIP INSTRUCTIONS

If the party signing the legal document is operating as a **PARTNERSHIP**, each partner must sign the document.

EXCEPTION: If each partner does not sign the document, attached to the document must be a duly authenticated power of attorney evidencing the signer’s (signers’) authority to sign such document for and on behalf of the partnership.

### INDIVIDUAL INSTRUCTIONS

If the party signing the legal document is an **INDIVIDUAL** or **INDIVIDUALS**, the trade name, if applicable, must be indicated in the document and such individual(s) must each sign the document.

EXCEPTION: If signed by someone other than the individual(s) entering into the agreement, there must be attached to the document a duly authenticated power of attorney evidencing the signers’ authority on behalf of the individual(s).

## ATTACHMENT B

### City of Sheboygan Insurance Requirements

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It is hereby agreed and understood that the insurance required by the City of Sheboygan is primary 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 a loss. All insurance shall be in full force for the duration of the Agreement unless otherwise specified.

#### 1. INSURANCE REQUIREMENTS — MINIMUM REQUIRED LIABILITY LIMITS.

- a. Commercial General Liability:
  - i. Each Occurrence: \$1,000,000
  - ii. Personal Injury: \$1,000,000
  - iii. General Aggregate: \$2,000,000
  - iv. Medical Expense: \$5,000/any one person
  - v. Products–Completed Operations (to remain in full force and effect for two years after the completion of the work or the termination/expiration of the contract, whichever is later): IF APPLICABLE, aggregate of \$2,000,000
  - vi. Fire Damage: IF APPLICABLE, \$50,000/any one fire
- b. Automobile Liability: Must have 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.
- c. Workers’ Compensation and Employers Liability Insurance: As required by the State of Wisconsin, must have sufficient limits to meet underlying Umbrella Liability insurance requirements. IF APPLICABLE for the work, coverage must include Maritime (Jones Act) or Longshoremen’s and Harbor Workers Act coverage.
- d. Umbrella Liability: Coverage at least as broad as the underlying Commercial General Liability, Automobile Liability and Employers Liability, with a minimum limit of \$2,000,000 each occurrence and \$2,000,000 aggregate, and a maximum self-insured retention of \$10,000.
- e. Aircraft/Watercraft Liability: IF APPLICABLE, Aircraft and Watercraft Liability insurance must be in force with a limit of \$3,000,000 per occurrence for Bodily Injury and Property Damage including Passenger liability and including liability for any slung cargo.
- f. Builder’s Risk/Installation Floater/Contractor’s Equipment or Property: The City of Sheboygan will not assume responsibility for loss, including loss of use, for damage to property, materials, tools, equipment, and items of a similar nature which are being either used in the work being performed by the contractor or its subcontractors or are to be built, installed, or erected by the contractor or its subcontractors.

#### 2. INSURANCE REQUIREMENTS FOR SUBCONTRACTORS. All subcontractors shall be required to obtain Commercial General Liability, Automobile Liability, Workers’ Compensation and Employers Liability as broad and with the same limits as those required per Contractor requirements, excluding Umbrella Liability, contained in Section 1 above.

#### 3. MISCELLANEOUS

- a. All insurance must be primary and non-contributory to any insurance or self-insurance carried by City of Sheboygan.
- b. Insurers must have an A.M. Best rating of no less than A- and a Financial Size Category of no less than Class VI, and be authorized as an admitted insurance company in the state of Wisconsin.
- c. The City of Sheboygan and its officers, council members, agents, employees and volunteers must be named as additional insured.
- d. Certificates of Insurance acceptable to the City of Sheboygan must be submitted concurrently with the execution of the contract. These certificates must contain a provision that coverage afforded under the policies will not be canceled or non-renewed until at least thirty (30) calendar days’ prior written notice has been given to the City of Sheboygan.

**CITY OF SHEBOYGAN  
RESOLUTION 114-23-24**

**BY ALDERPERSONS MITCHELL AND DEKKER.**

**DECEMBER 4, 2023.**

A FINAL RESOLUTION AND ORDER discontinuing a portion of South 19th Street between Union Avenue and Oakland Avenue and Oakland Avenue between South 19th Street and Union Pacific Railroad right of way.

WHEREAS, there exists within the municipal boundaries and jurisdiction of the City of Sheboygan a city street known as South 19th Street between Union Avenue and Oakland Avenue and a city street known as Oakland Avenue between South 19th Street and Union Pacific Railroad right of way; and

WHEREAS, the following portion of South 19th Street between Union Avenue and Oakland Avenue is no longer needed for public street purposes (hereafter referred to as "Subject Parcel 1"):

Part of South 19th Street located in South Sheboygan Plat, part of the NE 1/4 of the NW 1/4 of Section 34, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Beginning at the northwest corner of Block 4, said South Sheboygan Plat; thence S00°04'03"E, 354.71 feet to its intersection of the north line of Oakland Avenue right of way; thence N89°14'39"W, 80.01 feet to the monumented north line of Oakland Avenue right of way and its intersection of the west line of South 19th Street right of way; thence N00°04'03"W, 354.93 feet to the monumented south line of Union Avenue right of way and its intersection of the west line of South 19th Street right of way; thence S89°05'15"E, 80.01 feet to the point of beginning for a vacation area of 28,385.9 square feet more or less.

Tax Key Number: A Portion of Parcel 92533418

The land affected is shown on the map attached hereto as Exhibit A.

WHEREAS, the following portion of Oakland Avenue from South 19th Street to its termination with Union Pacific Railroad right of way is no longer needed for public street purposes (hereafter referred to as "Subject Parcel 2"):

Part of Oakland Avenue located in South Sheboygan Plat, part of the NE 1/4 of the NW 1/4 of Section 34, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Beginning at the southwest corner of Block 4, said South Sheboygan Plat; thence S89°14'39"E, 296.65 feet to its intersection of the west line of Union Pacific Railroad

right of way; thence S43°07'04"W, 81.20 feet to the monumented south line of Oakland Avenue right of way and its intersection of the west line of the Union Pacific Railroad right of way; thence N89°14'39"W, 241.07 feet to the monumented south line of Oakland Avenue right of way and its intersection of the east line of South 19th Street right of way; thence N00°04'03"W, 60.01 feet to the point of beginning for a vacation area of 16,132 square feet more or less.

Tax Key Number: A portion of Parcel 92533429

The land affected is shown on the map attached hereto as Exhibit B.

WHEREAS, the Subject Parcels were previously dedicated, conveyed and/or used for public street right-of-way purposes; and

WHEREAS, the City has no present need, nor does it foresee any future need, to use the Subject Parcels for public street right-of-way purposes; and

WHEREAS, there are no City utilities located within Subject Parcel 1; and

WHEREAS, certain City utilities are located within Subject Parcel 2, which will remain in place subject to the terms and conditions of the attached Utility Easement Agreement; and

WHEREAS, on November 6, 2023, the Common Council adopted an Initial Resolution (Res. No. 89-23-24) indicating its intent to discontinue the Subject Parcels as a public way for street purposes; and

WHEREAS, pursuant to § 840.11, Wis. Stats., a Lis Pendens containing a description and map of the Subject Parcels was previously filed in the Sheboygan County Register of Deeds Office; and

WHEREAS, a Notice of Public Hearing concerning the Common Council's consideration of this matter was published as a Class 3 notice, and proper notice has been served on the owners of abutting lands, as required by § 66.1003, Wis. Stats.; and

WHEREAS, the City of Sheboygan Plan Commission has reviewed the proposed street discontinuance and provided its recommendation to the Common Council; and

WHEREAS, no written objection sufficient to prevent the proposed vacation and discontinuance has been filed with the City; and

WHEREAS, it is in the public interest to discontinue the Subject Parcels as public streets.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Common Council of the City of Sheboygan as follows:

1. Pursuant to Wis. Stat. § 66.1003, Subject Parcel 1 is hereby discontinued and vacated as a public way as described herein and shown on the map attached hereto as Exhibit A which is incorporated herein by reference.
2. The Common Council has determined that it is in the public interest to discontinue Subject Parcel 1 as a public way.
3. Pursuant to § 66.1005(1), Wis. Stats., Subject Parcel 1 shall be merged with the adjacent parcel to the east (PIN: 59281-425440) and two (2) adjacent parcels to the west (PINs: 59281-425510 and 59281-425550) owned by Landmark HTT Sheboygan, LLC.
4. Pursuant to Wis. Stat. § 66.1003, Subject Parcel 2 is hereby discontinued and vacated as a public way as described herein and shown on the map attached hereto as Exhibit B which is incorporated herein by reference.
5. The Common Council has determined that it is in the public interest to discontinue the Subject Parcel 2 as a public way.
6. Pursuant to § 66.1005(1), Wis. Stats., Subject Parcel 2 shall be merged with the adjacent parcel to the north (PIN: 59281-425440) and the adjacent parcel to the south (PIN: 59281-425650) owned by Landmark HTT Sheboygan, LLC.
7. The Subject Parcel 2 discontinuance is conditioned upon the property owner, Landmark HTT Sheboygan, LLC, within thirty (30) days of the Common Council approval of this Final Resolution and Order, entering into a utility easement agreement with the City in substantially the form attached hereto as Exhibit C, which is incorporated herein by reference.
8. The Mayor and City Clerk are authorized and directed to execute this Final Resolution and Order and the Utility Easement Agreement.

9. The City Clerk is authorized and directed to record a certified copy of this Final Resolution and Order and the Utility Easement Agreement in the Office of the Sheboygan County Register of Deeds.
10. Upon recording this Resolution, the Notice of Lis Pendens previously recorded in this matter as referenced above shall be released.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

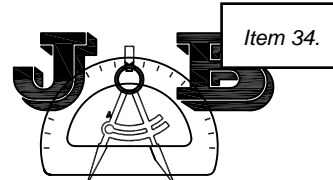
\_\_\_\_\_  
Presiding Officer

Attest

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

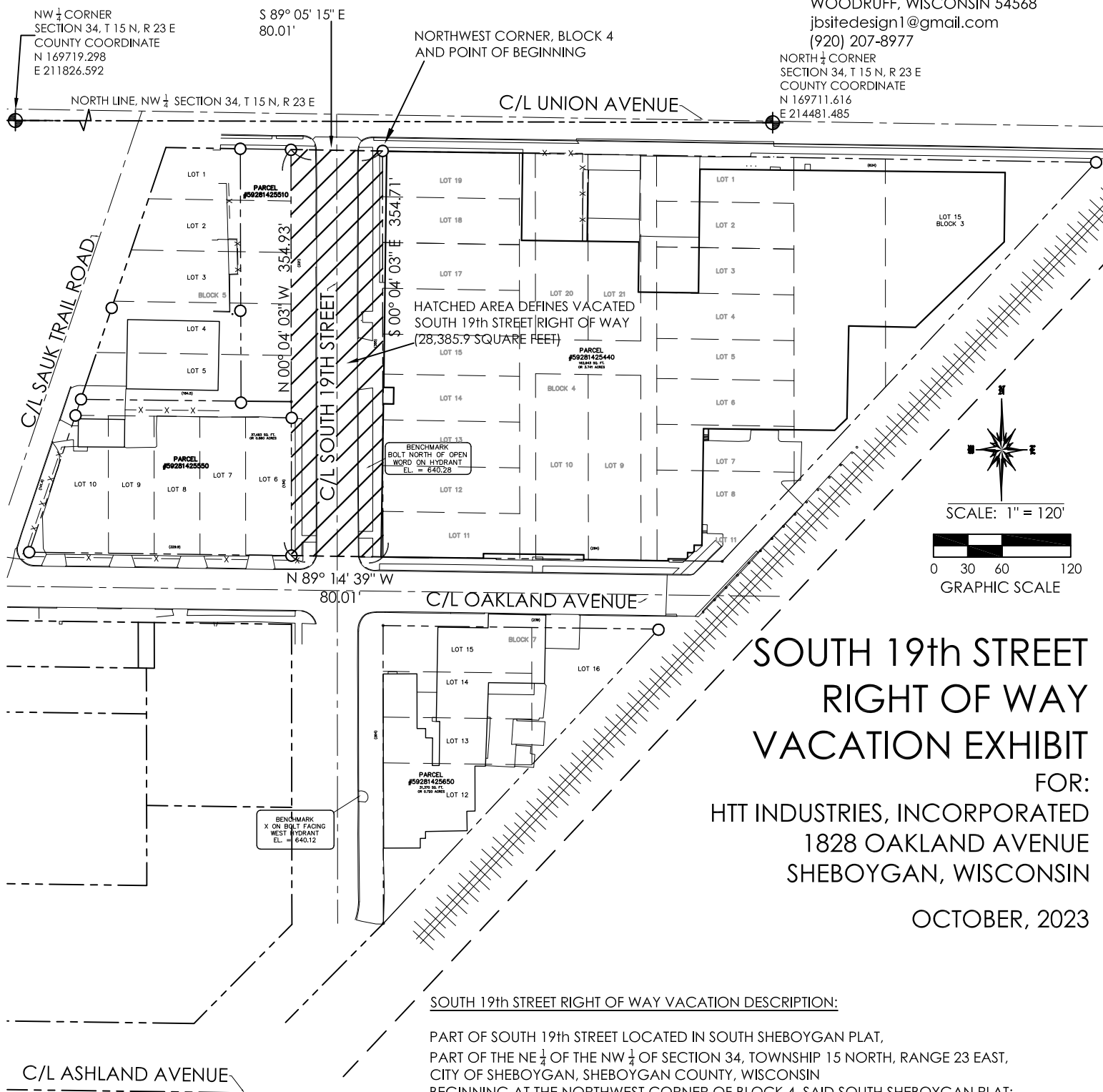
\_\_\_\_\_  
Meredith DeBruin, City Clerk, City of  
Sheboygan

# EXHIBIT A



SITE DESIGN AND ENGINEERING, LLC  
PO BOX 1067  
WOODRUFF, WISCONSIN 54568  
jbsitedesign1@gmail.com  
(920) 207-8977

NORTH  $\frac{1}{4}$  CORNER  
SECTION 34, T 15 N, R 23 E  
COUNTY COORDINATE  
N 169711.616  
E 214481.485



## SOUTH 19th STREET RIGHT OF WAY VACATION EXHIBIT

FOR:  
HTT INDUSTRIES, INCORPORATED  
1828 OAKLAND AVENUE  
SHEBOYGAN, WISCONSIN

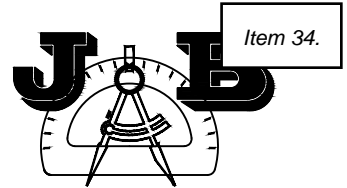
OCTOBER, 2023

### SOUTH 19th STREET RIGHT OF WAY VACATION DESCRIPTION:

PART OF SOUTH 19th STREET LOCATED IN SOUTH SHEBOYGAN PLAT,  
PART OF THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN  
BEGINNING AT THE NORTHWEST CORNER OF BLOCK 4, SAID SOUTH SHEBOYGAN PLAT;  
THENCE S  $00^{\circ} 04' 03''$  E, 354.71 FEET TO ITS INTERSECTION OF THE NORTH LINE OF  
OAKLAND AVENUE RIGHT OF WAY; THENCE N  $89^{\circ} 14' 39''$  W, 80.01 FEET TO THE MONUMENTED  
NORTH LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF  
SOUTH 19th STREET RIGHT OF WAY; THENCE N  $00^{\circ} 04' 03''$  W, 354.93 FEET TO THE MONUMENTED  
SOUTH LINE OF UNION AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF  
SOUTH 19th STREET RIGHT OF WAY; THENCE S  $89^{\circ} 05' 15''$  E, 80.01 FEET TO THE POINT OF  
BEGINNING FOR A VACATION AREA OF 28,385.9 SQUARE FEET MORE OR LESS.

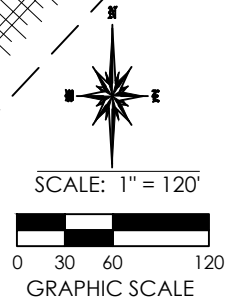
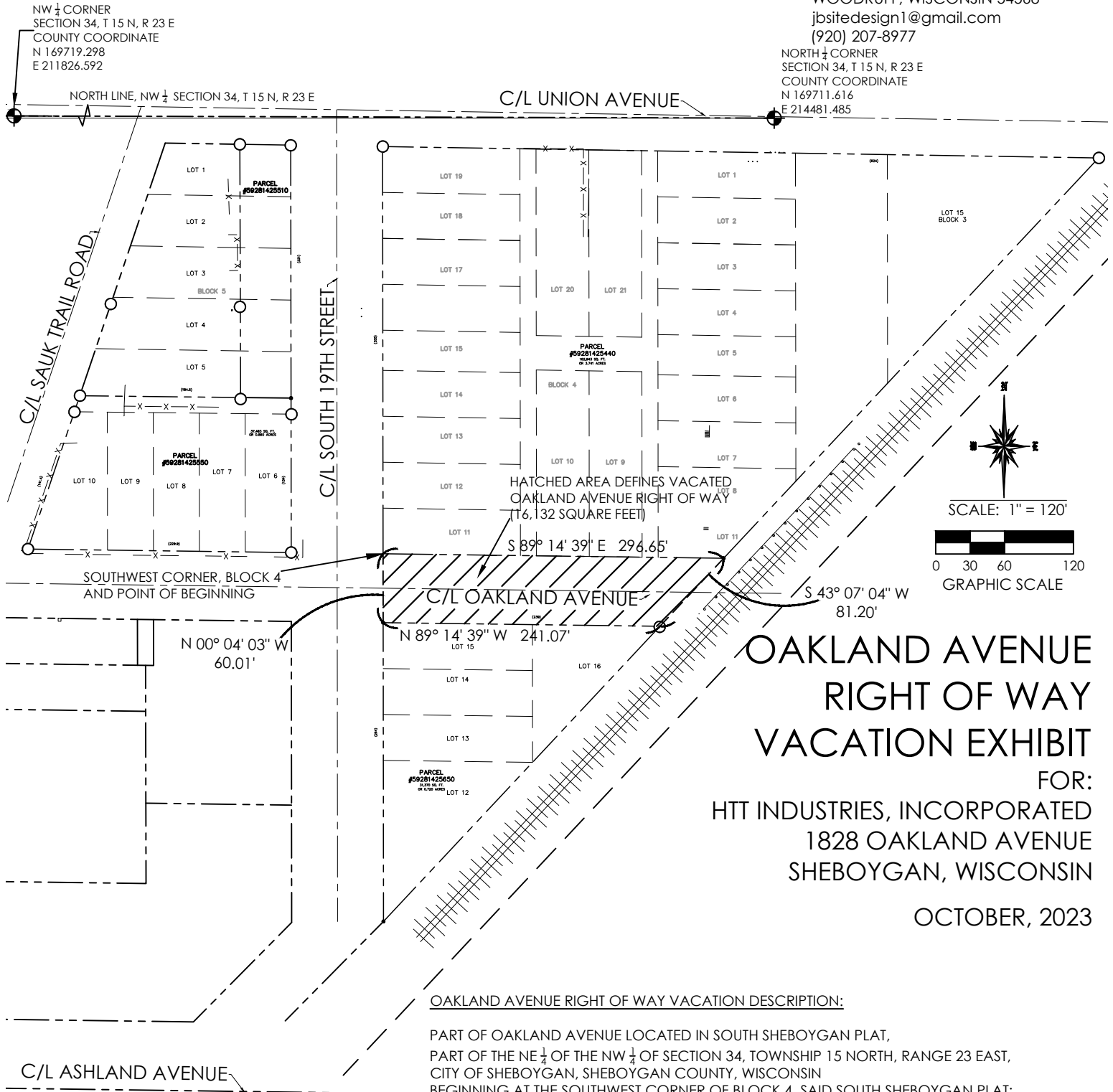


# EXHIBIT B



SITE DESIGN AND ENGINEERING, LLC  
PO BOX 1067  
WOODRUFF, WISCONSIN 54568  
jbsitedesign1@gmail.com  
(920) 207-8977

NORTH  $\frac{1}{4}$  CORNER  
SECTION 34, T 15 N, R 23 E  
COUNTY COORDINATE  
N 169711.616  
E 214481.485



**OAKLAND AVENUE  
RIGHT OF WAY  
VACATION EXHIBIT**  
FOR:  
HTT INDUSTRIES, INCORPORATED  
1828 OAKLAND AVENUE  
SHEBOYGAN, WISCONSIN

OCTOBER, 2023

## OAKLAND AVENUE RIGHT OF WAY VACATION DESCRIPTION:

PART OF OAKLAND AVENUE LOCATED IN SOUTH SHEBOYGAN PLAT,  
PART OF THE NE  $\frac{1}{4}$  OF THE NW  $\frac{1}{4}$  OF SECTION 34, TOWNSHIP 15 NORTH, RANGE 23 EAST,  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN  
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 4, SAID SOUTH SHEBOYGAN PLAT;  
THENCE S 89° 14' 39" E, 296.65 FEET TO ITS INTERSECTION OF THE WEST LINE OF UNION PACIFIC  
RAILROAD RIGHT OF WAY; THENCE S 43° 07' 04" W, 81.20 FEET TO THE MONUMENTED SOUTH  
LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF THE WEST LINE OF THE  
UNION PACIFIC RAILROAD RIGHT OF WAY; THENCE N 89° 14' 39" W, 241.07 FEET TO THE  
MONUMENTED SOUTH LINE OF OAKLAND AVENUE RIGHT OF WAY AND ITS INTERSECTION OF  
THE EAST LINE OF SOUTH 19th STREET RIGHT OF WAY; THENCE N 00° 04' 03" W, 60.01 FEET TO THE  
POINT OF BEGINNING FOR A VACATION AREA OF 16,132 SQUARE FEET MORE OR LESS.

## UTILITY EASEMENT AGREEMENT

Document Number

This Utility Easement Agreement (the "Agreement") is entered into by and between **LANDMARK HTT SHEBOYGAN, LLC**, maintaining its principal office at 5210 Vanguard Drive, Sheboygan, Wisconsin 53083, hereinafter referred to as "**GRANTOR**" and **CITY OF SHEBOYGAN**, a Wisconsin municipal corporation, maintaining its principal office at 828 Center Avenue, Sheboygan, Wisconsin 53081, hereinafter referred to as "**GRANTEE**".

### RECITALS

**WHEREAS**, as a result of the vacation and discontinuance of a portion of Oakland Avenue, the **GRANTOR** owns land described as and depicted on the map attached hereto as **Exhibit A**, located within the City of Sheboygan, Sheboygan County, Wisconsin, (hereinafter referred to as the "Property"); and

Recording Area

#### Name and Return Address:

Attorney Michael J. Bauer  
HOPP NEUMANN HUMKE LLP  
2124 Kohler Memorial Drive, Suite 310  
Sheboygan, WI 53081

**WHEREAS**, **GRANTOR** and **GRANTEE** desire to create an approximately 60' wide permanent easement over the Property for construction, maintenance, repair, replacement, and operation of **GRANTEE's** sanitary sewer, and storm sewer systems (the "Utilities") in, over, across and under the Property.

### AGREEMENT

**NOW, THEREFORE**, in consideration of the terms contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### **1. Grant of Easements.**

(a) **Permanent Easement.** The **GRANTOR** hereby grants, transfers and conveys for the benefit of **GRANTEE** a perpetual, non-exclusive easement in, over, across and under the Property for the construction, maintenance, repair, replacement and operation of **GRANTEE's** Utilities. **GRANTOR** shall maintain or cause to be maintained the Property.

(b) **Access Easement.** The **GRANTOR** hereby further grants, transfers and conveys for the benefit of the **GRANTEE** a non-exclusive right, privilege and easement over the Property as may be reasonably necessary to permit access by the **GRANTEE** and its agents, employees and contractors to inspect, construct, maintain, repair, replace and operate the Utilities in, over, across and under the Property. Such construction and/or repair may involve excavation and grading, and the repair and installation of such Utilities and other improvements as may be necessary, in the reasonable discretion of the **GRANTEE** to insure the proper functioning of the Utilities.

**2. Operation and Maintenance of Utilities.** The **GRANTEE** shall be responsible for the operation, maintenance, repair and/or replacement of the Utilities pursuant to the normal and customary ordinances, rules, regulations and policies of the **GRANTEE**.

3. **Restoration of Property.** Upon completion of any maintenance, repair and/or replacement of the Utilities, or any other construction activities related thereto, the **GRANTEE** shall, at its expense, repair and restore the surface of the Property to substantially the same or better condition than existed before commencement of the work.

4. **Grantor's Right to Relocate Utilities and Terminate Easement.** **GRANTOR** may, at any time upon one hundred eighty (180) days advance written notice to **GRANTEE**, in consultation with **GRANTEE**, relocate the sanitary sewer and storm sewer mains and related facilities from the Property, at **GRANTOR**'s expense, or with **GRANTEE**'s consent and approval abandon and discontinue the sanitary sewer and storm sewer mains and related facilities, at **GRANTOR**'s expense, located in the Property. In the event the utilities are relocated all terms and conditions of this Agreement shall apply to the area of **GRANTOR**'s property containing the relocated utilities. In the event the utilities are abandoned and discontinued then this Agreement shall terminate.

5. **Term.** The term of this Agreement shall commence upon the date of its filing with the Register of Deeds for Sheboygan County, Wisconsin, and except as otherwise herein specifically provided, shall continue in perpetuity. The parties each agree, on behalf of themselves and their successors and assigns, that any provision of law or equity to the contrary notwithstanding, that this Agreement shall continue in effect throughout its term, notwithstanding any default by any party.

6. **Enforcement.** The **GRANTOR** and the **GRANTEE** shall each have the right to enforce the easements and obligations created under this Agreement in any manner provided for by law or in equity, including without limitation, a suit for damages or injunctive relief. If any provision or portion thereof, of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

7. **Reservation of Rights.** **GRANTOR** reserves the right to use the Property, for any and all purposes that will not unreasonably interfere with **GRANTEE**'s easement rights granted hereby. However, **GRANTOR** shall not install improvements or vegetation on the Property which would unreasonably interfere with **GRANTEE**'s operation, maintenance, repair or replacement of the Utilities.

8. **Miscellaneous.**

(a) **Waiver.** No delay or omission by any of the parties hereto, or their successors and/or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto, or their successors and/or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

(b) **Successors in Interest and Assigns.** This Agreement and each and all of the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties and their respective successors in interest and assigns, and no third party, other than such successors in interest and assigns, shall be entitled to enforce any term, covenant, or conditions of this Agreement or have any rights hereunder.

(c) **Headings.** The headings appearing in this Agreement are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

(e) **Severability.** If any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable,

the remainder of this Agreement, or the application of such provision or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(f) **Modifications.** No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties to be bound.

(g) **Covenants Running With the Land.** All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their successors and/or assigns.

(h) **Notices.** Any notice, demand, statement and request required or permitted to be given under this Agreement shall be in writing and be deemed to have been properly given or served when personally delivered to the other party, or delivered via overnight courier or upon deposit in the United States mail, postage prepaid, and addressed to the party at the address set forth in the initial paragraph of this Agreement.

(i) **Change of Address.** Any party may change the address to which notices to such party shall be sent, by written notice to the other parties given in accordance with this section. At such time as a party transfers its interest under this Agreement so as to create a new party in interest, the previous party in interest or such new party in interest shall send notice to the other parties of the name and address to which notice to the new party shall be sent or delivered. Until such time as such notice is given, the previous party in interest shall be deemed to be the agent for such new party in interest for purposes of receipt of service of notices.

**IN WITNESS WHEREOF**, the undersigned have signed this Agreement on the dates indicated below.

**GRANTOR:**

**LANDMARK HTT SHEBOYGAN, LLC**

By: \_\_\_\_\_  
**David Sachse, Member**

Dated: \_\_\_\_\_

STATE OF WISCONSIN     )  
  ) ss.  
SHEBOYGAN COUNTY     )

Personally came before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2023,  
David Sachse, to me known to be the person  
who executed the foregoing instrument, and  
acknowledged the same.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, Sheboygan County, Wisconsin  
My Commission: \_\_\_\_\_

**GRANTEE:**  
**CITY OF SHEBOYGAN**

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

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
**Meredith DeBruin, Clerk**

Dated: \_\_\_\_\_

STATE OF WISCONSIN     )  
   ) ss.  
 SHEBOYGAN COUNTY     )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_ 2023, Ryan Sorenson and Meredith DeBruin, to me known to be the person who executed the foregoing instrument, and acknowledged the same.

\_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Notary Public, Sheboygan County, Wisconsin  
 My Commission: \_\_\_\_\_

**This Document Drafted By:**

Village Attorney Michael J. Bauer  
 HOPP NEUMANN HUMKE LLP  
 2124 Kohler Memorial Drive, Suite 310  
 Sheboygan, WI 53081-3174  
 T: (920) 457-8400  
 F: (920) 457-8411

R:\CLIENT\10373\00007\00221001.DOCX

**EXHIBIT A**

(Oakland Avenue Map and Legal Description)

**CITY OF SHEBOYGAN  
RESOLUTION 115-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE.**

**DECEMBER 4, 2023.**

A RESOLUTION authorizing entering into a Master Services Agreement with Flock Group, Inc. for Flock Safety software products for the Sheboygan Police Department.

RESOLVED: That the Police Chief is hereby authorized to execute the Master Services Agreement between Flock Group, Inc. and the Sheboygan Police Department, in form substantially similar to the document attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

## **Flock Safety + WI - Sheboygan PD**

---

Flock Group Inc.  
1170 Howell Mill Rd, Suite 210  
Atlanta, GA 30318

---

MAIN CONTACT:  
Kyle Whyte  
kyle.whyte@flocksafety.com  
6512539350





## EXHIBIT A ORDER FORM

Customer: WI - Sheboygan PD  
 Legal Entity Name: WI - Sheboygan PD  
 Accounts Payable Email: christopher.domagalski@sheboyganwi.gov  
 Address: 1315 N 23rd St Ste 101 Sheboygan, Wisconsin  
 53081

Initial Term: 24 Months  
 Renewal Term: 24 Months  
 Payment Terms: Net 30  
 Billing Frequency: Annual Plan - First Year Invoiced at Signing.  
 Retention Period: 30 Days

### Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
<b>Flock Safety Platform</b>			<b>\$45,000.00</b>
<b>Flock Safety Flock OS</b>			
FlockOS™	Included	1	Included
<b>Flock Safety LPR Products</b>			
Flock Safety Falcon®	Included	15	Included

### Professional Services and One Time Purchases

Item	Cost	Quantity	Total
<b>One Time Fees</b>			
<b>Flock Safety Professional Services</b>			
Professional Services - Standard Implementation Fee	\$650.00	3	\$1,950.00
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	12	\$1,800.00
<b>Subtotal Year 1:</b>			<b>\$48,750.00</b>
<b>Annual Recurring Subtotal:</b>			<b>\$45,000.00</b>
<b>Estimated Tax:</b>			<b>\$0.00</b>
<b>Contract Total:</b>			<b>\$93,750.00</b>

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

**Billing Schedule**

Item 35.

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$48,750.00
Annual Recurring after Year 1	\$45,000.00
Contract Total	\$93,750.00

\*Tax not included

## Product and Services Description

Item 35.

Flock Safety Platform Items	Product Description	Terms
Flock Safety Falcon ®	An infrastructure-free license plate reader camera that utilizes Vehicle Fingerprint® technology to capture vehicular attributes.	The Term shall commence upon first installation and validation of Flock Hardware.

One-Time Fees	Service Description
Installation on existing infrastructure	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Advanced Implementation Fee	One-time Professional Services engagement. Includes site & safety assessment, camera setup & testing, and shipping & handling in accordance with the Flock Safety Advanced Implementation Service Brief.

## FlockOS Features & Description

### Package: Essentials

FlockOS Features	Description
Community Cameras (Full Access)	Access to all privately owned Flock devices within your jurisdiction that have been shared with you.
Unlimited Users	Unlimited users for FlockOS
State Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the statewide Flock network.
Nationwide Network (LP Lookup Only)	Allows agencies to look up license plates on all cameras opted in to the nationwide Flock network.
Direct Share - Surrounding Jurisdiction (Full Access)	Access to all Flock devices owned by law enforcement that have been directly shared with you. Have ability to search by vehicle fingerprint, receive hot list alerts, and view devices on the map.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Flock Insights/Analytics page	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Flock Safety's maps are powered by ESRI, which offers the ability for 3D visualization, viewing of floor plans, and layering of external GIS data, such as City infrastructure (i.e., public facilities, transit systems, utilities), Boundary mapping (i.e., precincts, county lines, beat maps), and Interior floor plans (i.e., hospitals, corporate campuses, universities)
Real-Time NCIC Alerts on Flock ALPR Cameras	Alert sent when a vehicle entered into the NCIC crime database passes by a Flock camera
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

**By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.** The Parties have executed this Agreement as of the dates set forth below.

*Item 35.*

**FLOCK GROUP, INC.**

**Customer: WI - Sheboygan PD**

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

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

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

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

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

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

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

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

PO Number: \_\_\_\_\_

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group, Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”) on this the 08 day of November 2023. This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**. The Parties agree as follows:

### RECITALS

**WHEREAS**, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

**WHEREAS**, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services;

**WHEREAS**, Customer shall have access to the Footage in Flock Services. Pursuant to Flock’s standard Retention Period (defined below) Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the **Order Form**. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices; and

**WHEREAS**, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

**NOW, THEREFORE,** Flock and Customer agree that this Agreement, and any Order Form, purchase orders, statements of work, product addenda, or the like, attached hereto as exhibits and incorporated by reference, constitute the complete and exclusive statement of the Agreement of the Parties with respect to the subject matter of this Agreement, and replace and supersede all prior agreements, term sheets, purchase orders, correspondence, oral or written communications and negotiations by and between the Parties.

## 1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.2 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.3 “**Customer Data**” means the data, media and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.4. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.5 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.6 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable product addenda.

1.7 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.8 “**Flock Network End User(s)**” means any user of the Flock Services that Customer authorizes access to or receives data from, pursuant to the licenses granted herein.

1.9 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.10 “**Footage**” means still images, video, audio and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.11 “**Hotlist(s)**” means a digital file containing alphanumeric license plate related information pertaining to vehicles of interest, which may include stolen vehicles, stolen vehicle license plates, vehicles owned or associated with wanted or missing person(s), vehicles suspected of being involved with criminal or terrorist activities, and other legitimate law enforcement purposes. Hotlist also includes, but is not limited to, national data (i.e., NCIC) for similar categories, license plates associated with AMBER Alerts or Missing Persons/Vulnerable Adult Alerts, and includes manually entered license plate information associated with crimes that have occurred in any local jurisdiction.

1.12 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.13 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the product addenda.

1.14 “**Vehicle Fingerprint™**” means the unique vehicular attributes captured through Services such as: type, make, color, state registration, missing/covered plates, bumper stickers, decals, roof racks, and bike racks.

1.15 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

**2.1 Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the data retention time defined on the Order Form (“**Retention Period**”). Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, including any acts or omissions of authorized End user which would constitute a breach of this agreement if undertaken by customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

**2.2 Embedded Software License.** Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

**2.3 Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at [support@flocksafety.com](mailto:support@flocksafety.com) (such services collectively referred to as “**Support Services**”).

**2.4 Upgrades to Platform.** Flock may make any upgrades to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such upgrades are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.



**2.5 Service Interruption.** Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Flock reasonably believe Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

**2.6 Service Suspension.** Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

**2.7 Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

**3.1 Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services. Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “*Customer Obligations*”).

**3.2 Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

#### 4. DATA USE AND LICENSING

**4.1 Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

**4.2 Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages,

text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

**4.3 Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

## 5. CONFIDENTIALITY; DISCLOSURES

**5.1 Confidentiality.** To the extent required by any applicable public records requests, each Party (the “***Receiving Party***”) understands that the other Party (the “***Disclosing Party***”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “***Proprietary Information***” of the Disclosing Party). Proprietary Information of Flock includes non-public information regarding features, functionality and performance of the Services. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

**5.2 Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) copy or duplicate any of the Flock IP; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any software component of any of the Flock IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Flock IP; (iii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (vi) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

**5.3 Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

## **6. PAYMENT OF FEES**

**6.1 Billing and Payment of Fees.** Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

**6.2 Notice of Changes to Fees.** Flock reserves the right to change the fees for subsequent Renewal Terms by providing sixty (60) days' notice (which may be sent by email) prior to the end of the Initial Term or Renewal Term (as applicable).

**6.3 Late Fees.** If payment is not issued to Flock by the due date of the invoice, an interest penalty of 1.0% of any unpaid amount may be added for each month or fraction thereafter, until final payment is made.

**6.4 Taxes.** Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge customer any taxes from which it is exempt. If any deduction or

withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

## 7. TERM AND TERMINATION

**7.1 Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

**7.2 Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

**7.3 Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 11.1 and 11.6.

**8.1 Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

**8.2 Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that (1) Flock Services will be materially affected, and (2) that Flock shall have no liability to Customer regarding such affected Flock Services, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

**8.3 Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock’s reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

**8.4 Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER’S SOLE REMEDY, AND FLOCK’S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED “AS IS” AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE AND NON-INFRINGEMENT. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies as stated in Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

## 9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF



LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 10.6.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

**9.2 Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

**9.3 Flock Indemnity.** Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

## 10. INSTALLATION SERVICES AND OBLIGATIONS

**10.1 Ownership of Hardware.** Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at

Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

**10.2 Deployment Plan.** Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

**10.3 Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

**10.4 Customer Installation Obligations.** Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C ("***Customer Obligations***"). Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

**10.5 Flock's Obligations.** Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

## 11. MISCELLANEOUS

**11.1 Compliance With Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

**11.2 Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

**11.3 Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

**11.4 Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

**11.5 Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

**11.6 Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

**11.7 Special Terms.** Flock may offer certain special terms which are indicated in the proposal and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("*Special Terms*"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

**11.8 Publicity.** Flock has the right to reference and use Customer's name and trademarks and disclose the nature of the Services in business and development and marketing efforts.

**11.9 Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Agency or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

**11.10 Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Morality.** In the event Customer or its agents become the subject of an indictment, contempt, scandal, crime of moral turpitude or similar event that would negatively impact or tarnish Flock's reputation, Flock shall have the option to terminate this Agreement upon prior written notice to Customer.

11.15 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested.

11.16 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose. Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS:

ATTN:

EMAIL:

EXHIBIT B  
**INSURANCE**

Item 35.

**Required Coverage.** Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees.

**Types and Amounts Required.** Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Umbrella or Excess Liability** insurance written on an occurrence basis with minimum limits of Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) in the aggregate;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;
- (iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

*Item 35.*



**CITY OF SHEBOYGAN  
RESOLUTION 109-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**DECEMBER 4, 2023.**

A RESOLUTION authorizing the appropriate City officials to execute the Second Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Second Amendment to Operating Agreement Between City of Sheboygan and Power Pubs, LLC, a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

SECOND AMENDMENT TO  
OPERATING AGREEMENT BETWEEN  
CITY OF SHEBOYGAN  
AND  
POWER PUBS, LLC

This Second Amendment amends the Amended Operating Agreement (“Agreement”) between the City of Sheboygan (“City”), a Wisconsin municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and Power Pubs, LLC (“Vendor”), a Wisconsin Limited Liability Company, with offices at 4792 N. Cramer Street, Whitefish Bay, Wisconsin 53211. The Agreement was originally executed on September 3, 2018 and amended on November 22, 2019.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendments to the Agreement.

1. Subsection 3.C is amended to read as follows, “Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m., weather permitting, and three days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours shall be determined by Vendor but shall in no case include hours between 10:00 p.m. and 10:00 a.m. Vendor is not required to provide these services on Independence Day.”
2. Subsection 3.E is amended to replace “Sheboygan Municipal Code § 10-177(c)” with “Wis. Stat. § 125.07(3)(a)10.”
3. Subsection 3.N. is repealed.
4. Section 4 is amended to read as follows, “This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2024. Should the parties agree, in their sole discretion, that the biergarten has been a success and a benefit to the parties and the community, the parties agree to begin good faith negotiations on a replacement contract, to be completed by October 31, 2024. If the parties cannot agree on terms to a replacement contract by October 31, 2024, this Agreement shall remain in full force and effect until December 31, 2024.”

**IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed by their proper officers on the day and year first above written.

**CITY OF SHEBOYGAN**

**POWER PUBS, LLC**

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

By: \_\_\_\_\_  
John L. Powers, Sole Member

Attest: \_\_\_\_\_  
Meredith DeBruin, City Clerk

This document authorized by and in accordance with Res. No. \_\_\_\_-23-24.

AMENDMENT TO  
OPERATING AGREEMENT BETWEEN  
CITY OF SHEBOYGAN  
AND  
POWER PUBS, LLC

This Amendment amends the Operating Agreement between the City of Sheboygan ("City") and Power Pubs, LLC, a Wisconsin Limited Liability Company ("Vendor") ("Agreement"). The Agreement was originally executed on September 3, 2018. Except as specified herein, the Agreement remains unchanged and in full force and effect.

The parties hereto are the parties to the Agreement and, for good and valuable consideration, mutually agree to the following amendments to the Agreement:

1. Subsection 3(B) of the Agreement shall be amended to state, in full:  
"Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan. If Vendor obtains and maintains the appropriate alcohol permits, Vendor may serve wine at the Premises."
2. Subsection 3(S) of the Agreement shall be amended to state, in full:  
"Payment. For the use of the Premises and the right to provide the services set forth therein, in addition to the utility costs imposed under Subsection G and the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax minus Actual Credit Card Processing Fee minus Tips) (the "City Fee"). For the avoidance of doubt, Gross Revenue shall not include any Glass Deposit that Vendor receives, and no deduction from Gross Revenue shall be made for the return of any Glass Deposit. In 2019, Vendor shall remit the City Fee no later than December 1, 2019. Vendor may, but is not required to, make voluntary payments toward the City Fee prior to December 1, 2019. For all years after 2019, Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year."
3. Paragraph 23 contains a definition of "Sales Reports." That definition shall be amended to state, in full: "Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) credit card processing fee; (6) total Net Revenue; and (7) the City Fee."

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their proper officers on the day and year first above written.

CITY OF SHEBOYGAN, WISCONSIN

POWER PUBS, LLC

BY:

Michael J. Vandersteen  
Michael J. Vandersteen, Mayor

BY:

John L. Powers  
John L. Powers, Sole Member

ATTEST:

Meredith DeBruin  
Meredith DeBruin, City Clerk

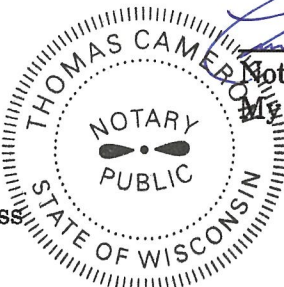
### ACKNOWLEDGMENTS

STATE OF WISCONSIN )

) ss

SHEBOYGAN COUNTY )

Personally came before me this 22nd day of November, 2019, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Thomas Cameron  
Notary Public, State of Wisconsin

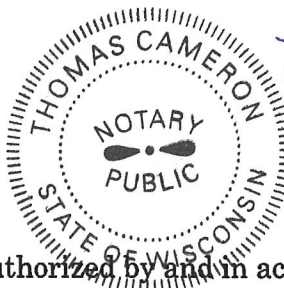
My Commission expires: Permanent

STATE OF WISCONSIN )

) ss

MILWAUKEE COUNTY )

Personally came before me this 22nd day of November, 2019, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.



Thomas Cameron  
Notary Public, State of Wisconsin

My Commission expires: Permanent

This document authorized by and in accordance with Res. No. 189-18-19

**OPERATING AGREEMENT BETWEEN:  
CITY OF SHEBOYGAN  
and  
POWER PUBS, LLC**

This Operating Agreement ("Agreement") is made and entered into effective this 3rd day of Sept., 2018 (the "Effective Date"), by and between the CITY OF SHEBOYGAN ("the City"), a municipal corporation, and POWER PUBS, LLC ("Vendor"), a Wisconsin Limited Liability Company. Referenced together, the City and the Vendor are the parties ("Parties") to this Agreement.

**WITNESSETH:**

**WHEREAS**, the City is the owner of Kiwanis Park, located on Kiwanis Park Road in the City of Sheboygan, Sheboygan County, State of Wisconsin; and

**WHEREAS**, the City desires to contract with Vendor to establish and operate an authentic German biergarten concession in a specific area of Kiwanis Park in an effort to honor the strong German heritage in the city, provide a new and somewhat unique venue for its citizens, and increase traffic in an under-utilized portion of the park; and,

**WHEREAS**, Biergartens are defined for the purposes of this Agreement as vendor locations selling alcoholic beverages in glassware; and,

**WHEREAS**, the City was approached by a third party expressing an interest to establish such a concession and in response publically issued a Request For Proposals for same in an effort to make sure that all parties having an interest are given an opportunity to submit a proposal; and,

**WHEREAS**, Vendor has submitted a formal response to the City's request for proposals, and following review of said response, the City has determined that Vendor's proposal is in the best interest of the general public and the city of Sheboygan; and

**WHEREAS**, Vendor's proposal, was accepted by the City, and confirmed by the Public Works Committee, subject to the execution of this Operating Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereby agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Vendor to use a portion of Area #8 of Sheboygan Kiwanis Park as depicted on Exhibit A attached hereto and incorporated herein by reference (the "Premises"), to establish and operate an authentic German Biergarten concession.
2. Grant and Description of Premises. City does hereby grant to Vendor permission and the exclusive right to establish and operate the concession in and occupy the Premises (including the main shelter and restroom, the Jaycee Pavilion, and the concession stand building) upon the terms and conditions set forth in this Agreement. Included in said permission is a grant to the Vendor of the exclusive right to operate a Biergarten for



retail sale to the public in Kiwanis Park.

3. Scope of Services. In entering into this Agreement, Vendor agrees to the following terms and conditions regarding the services being offered by Vendor at the Premises:
  - A. Services to be provided. Vendor shall provide, establish, and provide complete operations for a seasonal authentic German Biergarten concession, including (but not limited to) the availability of (i) at least one authentic German beer at all times, (ii) at least one domestic beer, and (iii) soft drinks.
  - B. Additional offerings. Vendor shall provide and offer for sale a light food menu. This menu shall include pretzels and snacks, and may also, but is not obligated to, include authentic bratwurst and other meat and sausage products, with a preference for those made in Sheboygan.
  - C. Season. Beginning in 2019, Except as specifically provided in this Agreement, Vendor shall provide these services at least six hours per day between 10:00 a.m. and 10:00 p.m. (weather permitting) and five days per week beginning no later than June 1 and ending no later than October 15, subject to the provisions of subparagraph 3.P. The precise hours are to be determined by Vendor in Vendor's sole discretion, but shall in no case include hours between 10:00 p.m. and 10:00 a.m. During October, the services need only be provided on the weekend. Vendor is not required to provide these services on Independence Day.
  - D. Limitations. Vendor shall not engage in any other service or activity at the Premises without the prior written agreement of the City (including, for example, leasing out the Premises to third parties), and any such unauthorized service or activity will be considered a breach of the terms of this Agreement subject to the Default provisions of Section 26 of this Agreement. This paragraph shall not prevent the Vendor from leasing all or a portion of the Premises to organizations who have rented the remainder of Kiwanis Park for City-recognized Festivals, so long as in so doing the Vendor complies with all legal requirements related to its liquor licenses.
  - E. Permits and Licenses. Vendor agrees, at its own expense, to obtain and keep current all licenses and permits necessary for the operation of Vendor's business, and comply with all Federal, State and City statutes, ordinances, rules and regulations applicable to Vendor's business, including provide proper notification (pursuant to Sheboygan Municipal Code § 10-177(c)) to the Police Department at the beginning and end of each season and all other times when the Premises are to be open or closed to underage persons. Vendor agrees to obtain all inspections and permits by the Sheboygan County Health Department, Fire Department or any other governmental agency that are required to allow Vendor to operate the Biergarten and provide the services authorized under this Agreement. Vendor shall provide the City with proof of such compliance upon written request from the City. Failure to comply with this provision shall be a default under this Agreement. The Parties recognize the City controls the

issuance of one or more permits or licenses under this paragraph. For the avoidance of doubt, the City agrees that it will not act capriciously or arbitrarily when considering any permit or license application.

- F. Equipment. The City shall provide a lockable maintenance storage area in the main shelter, rest rooms and other features associated with the main shelter, including access to water and electrical service. Vendor shall provide all other equipment necessary to operate the facility, including, but not limited to, all furnishings, safety equipment, food preparation and serving equipment concessions, refrigerators, freezers, microwaves, cash registers, dishes, glassware, cleaning supplies, soap, and toilet paper and hand towels. Vendor may place an additional means of storage on the property in a location approved by the Parks Superintendent, or his/her designee. Vendor may, solely at Vendor's expense, install a security system in the Shelter or other structures on the Premises. Vendor may install or use other equipment with the written permission of the Parks Superintendent, or his/her designee. Vendor shall provide the Parks Superintendent, or designee, with a current list of all of the Vendor's equipment at the Premises.
  
- G. Utilities. The City shall supply water, electricity, sewer and trash removal/recycling services in the same manner as currently provided at the Premises, and will not reduce the scope or amount of said services. Vendor shall pay the sum of \$600 per month to the City for all such utilities and trash/recycling haul away. This amount shall be due to the City on a monthly basis and prorated as necessary, by the 5th of each month. Failure to pay this amount by the due date will result in a late penalty of \$50. Failure to pay this amount in full, plus any accrued penalties, by the 15th of each month will constitute a default under Section 27 of this Agreement. Vendor shall only be responsible for utilities during the months that the services under Section 3(A) and 3(B) are being offered in the Biergarten by Vendor at the Premises. Vendor agrees that it shall collect trash and recycling from separate garbage and recycling bins and take it to City dumpsters within Kiwanis Park. Vendor shall at no time commingle trash and recycling. The City shall haul trash and recycling from City dumpsters.
  
- H. Product. All items offered for sale by Vendor, including, but not limited to, food, alcoholic beverages, non-alcoholic beverages, snacks, and confections, shall be approved by the Parks Superintendent, or his/her designee whose consent shall not be unreasonably withheld, conditioned or delayed. Failure to grant or deny approval of such items within five (5) business days after Vendor's submission of such items, such items shall be deemed approved. All items for sale shall be individually listed on an inventory, a copy of which shall be filed with the City of Sheboygan.
  
- I. Equipment Safety. Vendor shall maintain all equipment, including safety equipment (fire extinguishers, first aid kits, etc.), in a safe working order at all times and store said equipment in a safe manner to prevent any unauthorized use or operation thereof.



- J. Storage. Vendor may store equipment necessary to provide the services set forth in Subsection A above consistent with Subsection E above. Vendor shall not store any items, on the Premises from November 1 through May 15 of each year except with express permission from the City, and in any event, may only do so consistent with Subsection E above.
- K. Maintenance by Vendor. Except for the City's obligation to maintain and repair the Premises as set forth in subparagraph 3.T., below, Vendor shall be responsible for maintaining the Premises in a clean, safe and attractive condition at all times, including keeping the grounds immediately adjacent to the Premises picked up of all paper and debris. Vendor shall keep the river frontage area free of debris. Every day during Vendor's operations the Vendor shall also be responsible for opening, closing and cleaning the restrooms at the Premises including providing, installing, and refilling paper products, soap, and other restroom supplies, and maintaining the restrooms in a clean and sanitary condition. Vendor agrees that should the City's Parks Division determine that the maintenance requirements of this Subsection are not being met, the Parks Division shall provide written notice to Vendor of such failure and allow Vendor five (5) days within which to cure such deficiency, and failing same, the Parks Division may perform or have performed additional cleaning or maintenance, and charge the actual costs of such work to Vendor, payable within thirty (30) days of the issuance of the invoice, or as a deduction from the Vendor's security deposit.
- L. Alterations to Premises. Except as otherwise provided in this Agreement, no modifications of any kind, or fixtures, additions or removals shall be made to the Premises without the written permission of the Parks Superintendent, or his/her designee which approval shall not be unreasonably withheld, conditioned or delayed. Any and all alterations shall comply with local building codes and ordinances.
- M. Signage. All signs and banners, including menu boards, shall be approved by the Parks Superintendent or designee and the City of Sheboygan Building Inspection Dept. Vendor shall post a readily observable sign at the Premises stating Vendor's name, and contact information as set forth below in Section 11, and a notice that Vendor and Vendor's activities are not affiliated with, nor in any way endorsed by the City.
- N. Fencing. The Parties agree that fencing shall be installed separating the Biergarten from the road and the other portions of Kiwanis Park, sufficient to clearly delineate the licensed area on Vendor's liquor license (which may also constitute the Premises), and to deter people from entering the Biergarten at locations other than the delineated entrances. As soon as practicable, 100 linear feet of permanent wooden post fencing shall be installed by the City separating the Biergarten from the road. Vendor shall pay a percentage of the cost of said installation to be calculated as equivalent to the percentage of the anticipated life of the fence represented by the remaining length of this Agreement. For



example, if the remaining length of the Agreement is 5 years and the anticipated fence life is 50 years, the Vendor would fund 5/50 or 10% of the fence cost. Fencing shall match existing fencing at the site. It is anticipated that any additional fencing installed during any extensions or renewal of the contract shall reflect the same percentage of cost. Temporary fencing shall be installed by the City at its cost in any areas not yet reached by permanent fencing.

- O. Blackout dates: Vendor shall not operate on the following dates ("Blackout Dates"), so as to avoid conflict/competition with long standing festivals in the park:

The third weekend (Saturday & Sunday) in July (Hmong Festival)

The first weekend (Friday-Saturday) in August (Jaycee Bratwurst Days)

Notwithstanding the above, Vendor may enter into an agreement with the organizers of the above festivals granting permission for Vendor to operate on the Blackout Dates. Said agreement shall be in writing, and a copy of same shall be placed on file with the City no less than 14 days prior to the Blackout Dates. Under no circumstance shall Vendor operate on these dates without a written agreement allowing for same between the concessionaire and the organizers of the affected festivals. The City is responsible for all trash collection and restroom cleaning and maintenance within Area 8 during the Blackout Dates, but only if Vendor conducts no operations during said Blackout Dates.

- P. Closing Date. Vendor may continue to operate at the Premises after October 15, but no later than permitted by the Park Division's building winterization schedule.
- Q. Surrender of Premises. Upon the expiration or earlier termination of this Agreement under Section 26, but no later than permitted by the Park Division's building winterization schedule, Vendor agrees to (i) vacate and surrender the portions of the Premises allocated to it by this Agreement, (ii) remove all personal property therefrom, and (iii) deliver possession of the same to City in as good condition as the Premises was in at the commencement of the Agreement, with the exception of normal wear and tear through careful use and with the exception of damage by fire or other casualty beyond the control of Vendor. Any damages to the Premises beyond normal wear and tear shall be the responsibility of Vendor, unless solely caused by the City or its employees or contractors or agents. For purpose of the previous sentence, Vendor shall not constitute an agent of the City. If these damages are not repaired by Vendor before surrender of the Premises to the City, the City shall cause the repairs to be made and deduct the cost thereof from the security deposit. Any balance still owing by Vendor after deduction from the security deposit shall be due within thirty (30) days of the City's invoice to Vendor. All improvements, equipment and other property of the City on the Premises shall remain the property of the City after the expiration or earlier termination of this Agreement. No fixtures, whether or not purchased by Vendor, shall be removed without the permission of the City. An inventory of City property and equipment will be performed

within one week after the Effective Date and prior to May 1 of each year during the term of this Agreement prior to Vendor's opening for the season of that year. For the avoidance of doubt, any equipment purchased by Vendor which does not constitute a fixture not permanently attached to or incorporated into the Premises shall remain property of Vendor, and may be removed by the Vendor; however, all property of Vendor remaining on the Premises thirty (30) days after surrender of the building will be considered abandoned by Vendor and shall become the property of the City. It is intended by the Parties that the sinks, hot water heater, building and landscape lighting, flagpoles, and crushed stone base within the Premises will become the property of the City upon the expiration or earlier termination of this Agreement.

- R. Security Deposit. Vendor shall pay to the City a security deposit in the amount of \$3,000 prior to January 15, 2019. Upon the surrender of the Premises, and after inspection by the City, which shall be conducted within ten (10) days after the expiration of this Agreement or earlier as may be agreed upon by the parties, the security deposit will promptly be refunded to Vendor, less any deductions for damage and other assessable costs under this Agreement. In cases where the damage and other assessable costs are greater than \$3,000, the City shall keep the entire security deposit and Vendor shall pay to the City the remaining balance within 30 days of the invoice from the City.
  
- S. Payment. For the use of the Premises and the right to provide the services set forth above therein, and utility costs imposed under Subsection G above, as well as the security deposit under subsection R above, Vendor agrees to pay the City 12.5% of its Net Revenues (defined as Gross Revenues minus Sales Tax.) (the "City Fee"). Vendor shall make estimated payments in fourths due no later than July 1, August 15, and October 1 of each year, with estimated payments based on Net Revenue from the prior year. A final payment based on actual net revenue, and taking into account the estimated payments made, shall be made no later than December 1 of each year.
  
- T. City Responsibilities. In addition to the City's other services to be provided and obligations to be performed under this Agreement, the City, at its sole cost and expense, shall provide and be responsible for the following:
  - 1. Lawn Maintenance. The City shall be responsible for weeding, pruning, tree maintenance, and mulching all areas of Kiwanis Park, including Area 8, and is also responsible for grass cutting via riding mower as close as possible to fencing. Vendor shall edge around the fencing.
  
  - 2. River Bank Maintenance. The City shall clear weeds, invasive species, and downed tree branches in the area of the river bank. Natural vegetation shall remain.
  
  - 3. Maintenance. The City shall be responsible for repairs to and maintenance of the Premises and the improvements thereon that are not the obligation of Vendor or those repairs made necessary due to



damage caused by Vendor or Vendor's customer(s), in which case the City shall perform the repairs and bill Vendor. The City's obligations shall include, but are not limited to, repairs to the electrical, plumbing and sewer systems, plumbing and electrical fixtures, the exterior and interior doors, and roofs and walls of structures on the Premises.

4. The City shall allow music on the Premises provided such music complies with the City ordinances.

The City will complete those items of work set forth on Exhibit B attached hereto and made a part hereof before December 31, 2018. In the event that these items are not completed before Vendor starts operations, Vendor may terminate this Agreement, in which case neither party shall have any liability to the other. Vendor shall have thirty (30) days from the completion of the items of work set forth on Exhibit B to determine if the waste line is of sufficient size as to allow its operations. If the waste line is not of sufficient size as to allow its operations, Vendor may either increase the size of the waste line (at its expense) or terminate this Agreement (in which case neither party shall have any liability to the other party).

- U. Shelter Rental. The Vendor shall act as the agent for the City for rental of the park shelter within Area 8, and shall rent the shelter, collect revenue from said rents, and provide daily maintenance and upkeep of the shelter, pursuant to the City's park regulations and shelter fee schedule. All revenues collected shall be part of Vendor's gross revenue for the purposes of Subsection S above.

4. Term and Effective Date. This Agreement shall commence on the Effective Date (but no earlier than the date of publication of the common council resolution authorizing this agreement) and shall expire on December 31, 2023. Notwithstanding the foregoing expiration date, beginning in November 2021, the Parties agree to jointly evaluate the success of the Biergarten. If the Parties each agree, in their sole discretion, that the Biergarten has been a success and a benefit to the Parties and the community, the Parties agree to immediately begin good faith negotiations on a replacement contract, to be completed by March 31, 2022. If the Parties cannot agree on terms to a replacement contract, then this Agreement shall remain in full force and effect until December 31, 2023.
5. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral contracts and negotiations between the parties.
6. Status of Vendor. It is agreed that Vendor is an independent contractor and not an employee or representative (except as set forth in subparagraph 3.U. above in regard to Shelter Rental) of the City and that any persons who Vendor utilizes and provides for services under this Agreement are employees or agents of Vendor and are not employees of the City.
7. Assignability and Subcontracting. Vendor shall not assign or subcontract any interest or obligation under this Agreement without the City's prior written approval. All of the

services required hereunder shall be performed by Vendor and employees of Vendor. If Vendor is a corporation, partnership, limited partnership, limited liability company, limited liability partnership or other entity that is not an individual person, then an assignment prohibited within the meaning of this provision shall be deemed to include one or more sales or transfers, by operation of law or otherwise, or creation of new stock or ownership interests, by which an aggregate of 50% or more of Vendor's stock or ownership interests shall be vested in a party or parties who are not stockholders, partners, members or others who possess ownership interests in Vendor as of the date hereof.

8. No Real Estate. It is expressly understood and agreed that this Agreement is not a lease or a conveyance of realty, but merely a granting to Vendor the right to conduct certain activities and provide certain services on City property for the benefit and convenience of the public.
9. Access to Premises. City, by its representatives, shall have access to Premises at any reasonable time provided such entry shall not interfere with Vendor's conduct of business. In case of emergency, the circumstances of which to be solely determined by City, City shall enter the Premises with or without force, as necessary, without assuming any liability for such entry and without affecting Vendor's obligations under this Agreement.
10. Designated Representative. Vendor designates John Powers as Contract Agent with primary responsibility for the performance of this Agreement. In case the Contract Agent is replaced for any reason, or in the event of the death, disability, removal or resignation of the Contract Agent, Vendor will designate another Contract Agent within seven (7) calendar days by notifying the City as set forth below in Section 21, Notices. The City may accept another person as the Contract Agent, or may terminate this agreement under Section 26, at its option. The Contract Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
11. Operating Agent. Vendor shall designate an Operating Agent of Vendor's activities at the Premises, who will be the person primarily responsible for the day-to-day operation of the Vendor's activities at the Premises. Vendor shall provide the name and contact information of this person to the Parks Superintendent, or his/her designee, within forty-eight (48) hours of commencing activities at the Premises under this Agreement, or within twenty-four (24) hours of any changes to the Operating Agent or the Operating Agent's contact information. The Operating Agent is not necessarily the person who serves as Agent with regard to the Liquor License; naming and replacement of the Agent with regard to Liquor License shall proceed pursuant to Chapter 125 of the Wisconsin Statutes.
12. Advertising. It is understood that in the operation and conduct of this Agreement, the City does not grant Vendor the right to sell or distribute any goods or services provided by the City, nor does the City grant Vendor the express right to use a City trade name, trademark, logotype, advertising, or other commercial symbol, except as otherwise



provided in this Agreement. In any commercial advertisement or announcement, Vendor may use the name of Kiwanis Park but any such advertisement or announcement must also indicate that Vendor's activities are not associated with or affiliated with the City.

13. Marketing. Vendor agrees to include and/or prominently display the City of Sheboygan logo in the premises and on any marketing materials. Marketing materials will be approved by the City, and Vendor shall use only City logos that are provided by an officially authorized representative of the City. The City agrees to display and promote marketing materials of Vendor on the Parks Website and other appropriate venues with the prior approval of the Vendor, the Parks Superintendent, and City Attorney.
14. Amendments. This Agreement shall be binding on the Parties, their respective heirs, devisees, and successors, and cannot be varied or waived by any oral representations or promise of any agent or other person of the Parties. Any change in any provision of this Agreement may only be made by a written amendment, approved by the Common Council and signed by the duly authorized agent or agents of the Vendor and the Parks Superintendent or his/her designee.
15. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of the City or Vendor shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the City or Vendor therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.
16. Indemnification. Vendor shall be liable to and hereby agrees to indemnify, defend and hold harmless the City, and its officers, officials, agents, and employees (from and against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from Vendor's acts or omissions and/or acts or omissions of Vendor's Subcontractors in their performance of this Agreement, except to the extent such claims, suit, liability, damage, loss, costs or expenses are caused by the negligence of the City, its officers, officials, agents, or its employees or the person seeking indemnification.
17. Insurance.
  - A. Required Insurance. Vendor will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below. Vendor shall not commence work under this Agreement, nor shall Vendor allow any subcontractor to commence work on its subcontract, until the insurance required below has been obtained and corresponding certificate(s) of insurance

have been approved by the City Purchasing Agent and City Attorney.

- 1) Commercial General Liability. During the life of this Agreement, Vendor shall procure and maintain Commercial General Liability Insurance, including, but not limited to, bodily injury, property damage, personal injury, products and completed operations in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This policy shall also provide contractual liability in the same amount. Vendor's coverage shall be primary and list the City, its officers, officials, agents and employees as additional insureds. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the above criteria, applying on a primary basis and listing the City, its officers, officials, agents and employees as additional insureds.
  - 2) Automobile Liability. During the life of this Agreement, Vendor shall procure and maintain Business Automobile Liability Insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain insurance covering each subcontractor and meeting the above criteria.
  - 3) Worker's Compensation. During the life of this Agreement, Vendor shall procure and maintain statutory Workers' Compensation insurance as required by the State of Wisconsin. Vendor shall require all subcontractors under this Agreement (if any) to procure and maintain such insurance, covering each subcontractor.
  - 4) Umbrella Liability. During the term of this Agreement, Vendor shall procure and maintain Umbrella Liability coverage at least as broad as the underlying Commercial General Liability, Watercraft Liability (if required), Business Automobile Liability and Employers Liability with minimum limits of \$2,000,000 per occurrence and aggregate.
  - 5) Liquor Legal Liability. During the life of this agreement, Vendor shall procure and maintain Liquor Legal Liability coverage with a minimum limit of \$1,000,000.
- B. Acceptability of Insurers. The above-required insurance is to be placed with insurers who have an A.M. Best rating of no less than A- (A minus) and a Financial Category rating of no less than VII.
- C. Proof of Insurance, Approval. Vendor shall provide the City with certificate(s) of insurance showing the type, amount, class of operations covered, effective dates, and expiration dates of required policies prior to commencing work under this Agreement. Vendor shall provide the certificate(s) to the City's representative upon execution of the Agreement, or sooner, for approval by the City Purchasing Agent whose approval consent shall not be unreasonably



withheld, conditioned or delayed. Vendor shall provide copies of additional insured endorsements or insurance policies, if requested by the City Purchasing Agent.

- D. Notice of Change in Policy. The Vendor and/or Insurer shall give the City thirty (30) days advance written notice of cancellation, non-renewal or material changes to any of the above-required policies during the term of this Agreement.
  - E. Insufficient Coverage. In the event of expiration, material change, or cancellation of insurance required by this Agreement, Vendor shall immediately cease use of the Premises and the provision of the services under this Agreement until such time as proof of the required insurance is provided to the City Purchasing Agent consistent with the requirements of this Section.
18. Non-Discrimination. In the performance of the services under this Agreement the Vendor agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Vendor further agrees not to discriminate against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, or national origin.
  19. Taxes and Assessments. Vendor agrees to timely pay all taxes, assessments, or other public charges levied or assessed by lawful authority (but reasonably preserving Vendor's right of appeal) against the personal property and services of Vendor on the Premises during the term of this Agreement.
  20. Severability. It is mutually agreed that in case any provision of this Agreement is determined by any court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.
  21. Notices. All notices to be given under the terms of this Agreement shall be in writing and signed by the person serving the notice and shall be sent registered or certified mail, return receipt requested, postage prepaid, or hand delivered to the addresses of the parties listed below:

City: City Clerk's Office  
City of Sheboygan  
828 Center Avenue  
Sheboygan, WI 53081

Vendor: Power Pubs, LLC  
Attn. John L. Powers  
4792 N. Cramer St.  
Whitefish Bay, WI 53211

22. Third Party Rights. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, supplement, amend, abridge or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
23. Audit and Retaining of Documents. Vendor agrees to provide certain financial reports relating to Vendor's gross revenues in the Premises and improvements made to the Premises including, but not limited to, Sales Reports, Report of Other Revenue, Sales Tax Records, and any other reports or documents reasonably requested which are related to Vendor's gross sales. Sales Reports shall contain: (1) quantities purchased, by SKU; (2) revenues generated, by SKU; (3) total gross revenue; (4) sales taxes; (5) total Net Revenue; and (6) the City Fee. The Report of Other Revenue shall detail: (1) the date of each shelter rental made under Section 3(U) and the rental fee collected for the shelter rental and (2) all other non-sales revenue from Vendor related to its activities on the Premises. Sales Tax Records shall refer to all documents which relate to: (1) operations at the Premises and (2) the calculation of sales tax. Sales Tax Records shall, at a minimum, include the sales tax returns filed by Vendor. Vendor will also retain daily cash register reports as a backup. Cash register reports shall provide sufficient detail as to the transactions during each day of operations as to allow the City to conduct an audit. Sales Reports, Report of Other Revenue, and Sales Tax Records shall be provided to the City at the same time the City Fee is remitted, as provided for under Section 3(S). Other reports or documents reasonably requested by the City shall be provided within seven (7) business days after Vendor receives the City's written request therefor, unless the parties agree in writing on a longer period. Documents relating to the performance of services under the terms of this Agreement shall be retained by Vendor for a period of four (4) years after completion of the year of operation, in order to be available for audit by the City or its designee. Thus, for example, records from the 2019 year of operation shall be retained until at least January 1, 2024. Any such audit shall be at the City's sole cost and expense. Vendor shall be responsible for payment of interest on amounts not remitted in accordance with this Agreement. The rate of interest shall be the statutory rate in effect at the time set forth in Wis. Stat. 74.47(1). That rate of interest is currently 1% (one percent) per month or fraction of a month. The interest rate shall apply to instances: (1) in which the Vendor remits less to the City as the City Fee than is shown on the Sales Reports and (2) in which the City identifies an understatement in the City Fee as reported on the Sales Report. In the event that the City identifies an understatement in the City Fee as reported on the Sales Report, Vendor shall also owe a penalty. The penalty shall be the maximum rate permitted at the time by Wis. Stat. 74.47(2). That penalty rate is currently 0.5% (five tenths of one percent).
24. Choice of Law and Forum Selection. This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Sheboygan County Circuit Court, and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.



25. Compliance with Applicable Laws. Vendor shall become familiar with, and shall at all times comply with and observe, all federal, state, and local laws, ordinances, and regulations which in any manner affect the services or conduct of Vendor and its agents and employees. Vendor's failure to comply with any such laws, ordinances or regulations shall be a default subject to Section 26 of this Agreement.
26. Default/Termination. In the event Vendor shall default in any of the covenants, agreements, commitments, or conditions herein contained, or fails to fully perform and carry out any term or condition of this Agreement to the satisfaction of the City, and any such default shall continue un-remedied for a period of thirty (30) days after Vendor's receipt of written notice detailing such default, the City may, at its option and in addition to all other rights and remedies which it may have at law or in equity against Vendor, including expressly the specific enforcement hereof, forthwith have the cumulative right to immediately terminate this Agreement and all rights of Vendor under this Agreement. A violation of federal, state, or local law or a violation which, by its nature cannot be remedied within ten (10) days shall not require the City to provide Vendor with ten (10) days to remedy their prior action.
27. Force Majeure. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive federal or state governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this Section shall at no time operate to excuse Vendor from any obligations for payment of any payments required by the terms of this Agreement when the same are due, and all such accounts shall be paid when due.
28. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party that such person, that the execution and delivery of this Agreement has been duly authorized and the 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.
29. Alcoholic Beverage License Contingency. Vendor's obligations under this Agreement are contingent upon the City issuing to Vendor such alcoholic beverage licenses allowing Vendor to serve malt beverages on the Premises. If the City fails to issue such licenses to Vendor within sixty (60) days of receipt of a completed application, Vendor may terminate this Agreement and be fully reimbursed for any Security Deposit payments made. Upon such termination by Vendor, this Agreement shall be of no further force or effect.
30. Other Biergartens: During the term of this Agreement and any renewal or replacement thereof, the City shall not permit, directly or indirectly, any other Biergartens to open or operate within any public parks in the City of Sheboygan.

31. Neither Party the Drafter. Despite the possibility that one party or its representatives may have prepared the initial draft of this Agreement (or any provision thereof), or played a greater role in the preparation of subsequent drafts, the parties agree that neither of them shall be deemed the drafter of this Agreement.

[signature page to follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper officers on the day and year first above written.

CITY OF SHEBOYGAN, WISCONSIN

POWER PUBS, LLC

BY:

Michael J. Vandersteen  
Michael J. Vandersteen, Mayor

BY:

John L. Powers  
John L. Powers, Sole Member

ATTEST:

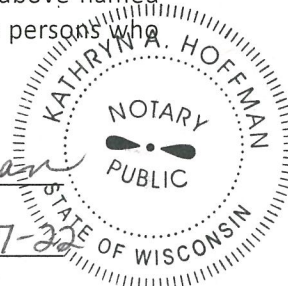
Meredith DeBruin  
Meredith DeBruin, City Clerk

# ACKNOWLEDGMENTS

STATE OF WISCONSIN )  
 ) ss  
SHEBOYGAN COUNTY )

Personally came before me this 27th day of August, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Kathryn A. Hoffman  
Notary Public, State of Wisconsin  
My Commission expires: 1-27-22



STATE OF WISCONSIN )  
 ) ss  
MILWAUKEE COUNTY )

Personally came before me this 3rd day of Sept., 2018, the above-named John L. Powers, sole member of Power Pubs, LLC, a Wisconsin limited liability company to me known to be the person who executed the foregoing instrument and acknowledged the same.

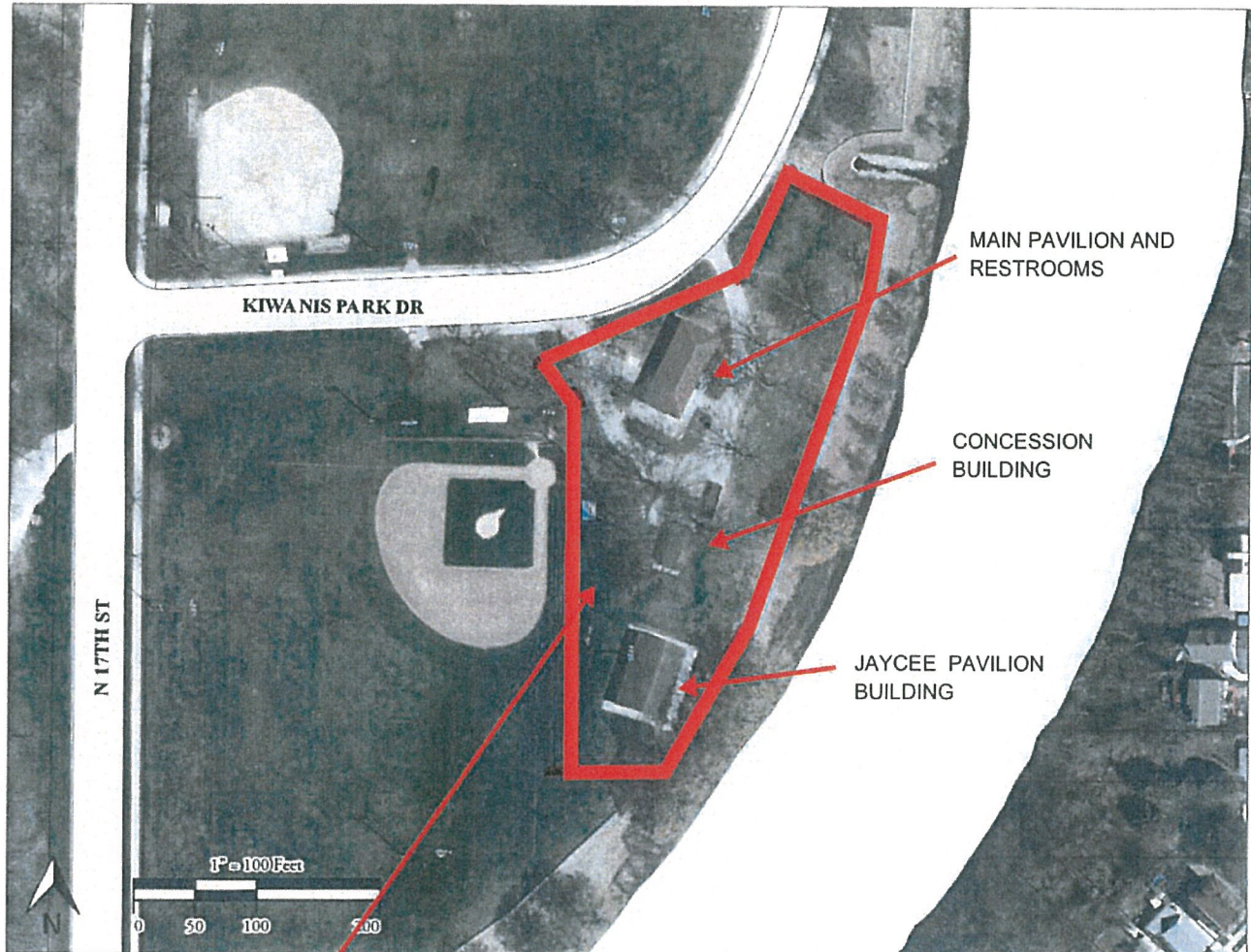
Stephanie D. Oster  
Notary Public, State of Wisconsin  
My Commission expires: 8/1/22  
S. Rothstein, Judge  
BR 25 Milw. County

This document authorized by and in accordance with Res. No. 3-18-19



EXHIBIT A  
SITE PLAN  
KIWANIS PARK BIERGARTEN

Area 2



City of Sheboygan GIS // 7/24/2018 1:21 PM // kerlin

PREMISES - BIERGARTEN

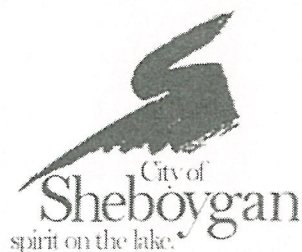


EXHIBIT B  
WORK LETTER

CITY OF SHEBOYGAN  
DEPARTMENTAL CORRESPONDENCE

**TO:** John Powers  
Power Pubs, LLC

**FROM:** Joe Kerlin  
Superintendent of Parks, City of Sheboygan

**SUBJECT:** City Maintenance related to Biergarten

**DATE:** August \_\_\_, 2018

Pursuant to Section 3(T) of the Operating Agreement between the City of Sheboygan and Power Pubs, LLC, in an effort to provide clear expectations for both the City and Power Pubs, this letter is specifically documenting the items which the City will accomplish before you start your operations.

1. **Current Electrical Issue:** During our inspection of the concession stand, which you will use for your Biergarten operations, it appeared that the wiring had been eaten by an animal of some kind. The City will replace the electrical service panel and damaged wiring with a level of service and wiring equal to the service and wiring provided prior to the animal apparently eating the wiring. The City will not increase the amperage of the electric service or the wiring above and beyond its previous service level.
2. **Sewer Line:** During our inspection of the Concession Building, a question arose about whether the waste drains are properly tied into the City's sewer system. The City will confirm that the Concession Building waste drains are properly tied into the sewer system and, in the event they are not, will make arrangements to ensure they are properly tied into the sewer system.
3. **Sizing of the Sewer Line:** During our inspection of the Concession Building, a question arose about whether the sewer line running from the Concession Building would be sufficiently sized for your intended purposes. The City will make commercially reasonable efforts to determine the size of the sewer line. The City will not increase the size of the sewer line.

If you have any questions, please do not hesitate to contact me.

PUBLIC WORKS

MUNICIPAL SERVICES BUILDING  
2026 NEW JERSEY AVE.  
SHEBOYGAN, WI  
53081

920-459-3440 (Phone)  
920-459-3443 (Fax)

[www.sheboyganwi.gov](http://www.sheboyganwi.gov)

**CITY OF SHEBOYGAN  
R. C. 148-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Gen. Ord. No. 32-23-24 by Alderpersons Mitchell and Filicky-Peneski amending various sections of the Sheboygan Municipal Code relating to personnel; recommends adopting the Ordinance.

Committee:

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

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

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

\_\_\_\_\_.

Presiding Officer

Attest

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

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



**CITY OF SHEBOYGAN  
ORDINANCE 32-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 20, 2023.**

AN ORDINANCE amending various sections of the Sheboygan Municipal Code relating to personnel.

WHEREAS, the City has undergone substantial organizational changes and desires to implement additional changes, which necessitate revisions to various provisions of the municipal code.

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

**SECTION 1: AMENDMENT** “Sec 2-203 Vacancies In Elective Offices” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-203 Vacancies In Elective Offices

Vacancies in city elective offices shall be filled as follows:

- (a) *Mayor*. In the office of mayor, except as provided in Wis. Stats. § 17.23, the office shall be filled by appointment by the common council.
- (b) *Aldersperson*. In the office of aldersperson, the vacancy shall be filled by appointment by the common council, except as provided in Wis. Stats. § 17.23.
- (c) *Other elective offices*. Vacancies in all other elective offices shall be filled by appointment by the mayor, subject to the confirmation of the council. Any person so appointed shall hold office until ~~their successor is elected and qualified~~ expiration of the term. The successor shall be elected during the next general election. ~~for the balance of the unexpired term on the first Tuesday of April next after the vacancy happens if it happens 90 days or more before such day, but if such vacancy happens within 90 days before such first Tuesday of April, such successor shall be elected on the first Tuesday of April of the next ensuing year, but no election to fill a vacancy in such office shall be held at the time of holding the regular election for such office.~~

(Code 1975, § 2-155; Code 1997, § 2-227)

**SECTION 2:**        **REPEAL** “DIVISION 2-III-3 CITY ENGINEER” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

DIVISION 2-III-3 ~~CITY ENGINEER~~Reserved

**SECTION 3:**        **REPEAL** “Sec 2-276 Appointment” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 2-276 ~~Appointment~~Reserved

~~The city engineer shall be appointed by the director of public works, subject to confirmation of the common council.~~

(Code 1975, § 2-197; Code 1997, § 2-306; Ord. No. 1-96-97, § 2, 8-19-1996; Ord. No. 4-07-08, § 1, 6-4-2007)

**State law reference**—Authority, Wis. Stats. § 66.01.

**SECTION 4:**        **REPEAL** “DIVISION 2-III-4 PURCHASING AGENT” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

DIVISION 2-III-4 ~~PURCHASING AGENT~~Reserved

**SECTION 5:**        **REPEAL** “Sec 2-301 Position Established” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 2-301 ~~Position Established~~Reserved

~~The position of purchasing agent is established for the city service, which position shall be under the direction of the finance director/treasurer.~~



(Code 1975, § 2-150.3(a); Code 1997, § 2-336)

**SECTION 6:**        **REPEAL** “Sec 2-302 Duties And Powers” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 2-302 ~~Duties And Powers~~Reserved

- (a) ~~The city purchasing agent shall have the power and it shall be their duty to purchase all supplies, equipment and services needed by any and all departments, boards, commissions and other agencies of the city, regardless of source of funds. Agencies empowered by state statute to purchase independently may have the city purchasing agent appointed as their agent for purchases upon relinquishing of such independence by the proper authority. The purchasing agent shall keep complete and detailed records of all purchases and disbursements, including purchase orders issued, quotations received, basis for bid award, and any and all documents required for audit of purchase activity. Purchases or contracts for goods and services shall not be executed by any officer or employee other than the purchasing agent or upon the agent's delegation.~~

(Code 1975, § 2-150.3(b); Code 1997, § 2-337)

**SECTION 7:**        **REPEAL** “Sec 2-303 Purchasing Procedure” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 2-303 ~~Purchasing Procedure~~Reserved

- (a) ~~The purchasing agent shall prepare or approve all standards and written specifications for supplies, equipment and services. All such specifications shall permit competition wherever practicable. All public construction contracts shall be bid in accordance with state statutes. The city administrator shall establish, maintain, and from time to time amend, a policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subsection (b) of this section. The city administrator shall notify the common council in writing of the establishment of and any amendments to the policy. Additionally, the policy shall be kept on file, as section 2-303 in the supplement to this Code, in the city clerk's office.~~

(Code 1975, § 2-150.3(c); Code 1997, § 2-338; Ord. No. 35-00-01, § 1, 8-7-2000)

**SECTION 8:** **REPEAL** “Sec 2-304 Disposal Of Property” of the Sheboygan Municipal Code is hereby *repealed* as follows:

R E P E A L

Sec 2-304 ~~Disposal Of Property~~ Reserved

~~All city agencies shall submit reports to the purchasing agent showing stocks of supplies, materials and equipment on hand and not in use, as requested. The purchasing agent shall be responsible for and shall have the authority for the disposal of obsolete, excess, unused or scrap materials, supplies and equipment. All revenues shall be deposited with the city finance director/treasurer.~~

(Code 1975, § 2-150.3(d); Code 1997, § 2-339)

**SECTION 9:** **AMENDMENT** “Sec 2-327 Position Established” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 2-327 Position Established

The position of city administrator is established for the city service, which position shall be under the direction of the common council with input from the mayor. The position of city administrator shall be full-time and shall not be of a policy-making nature. The city administrator shall serve at the pleasure of the common council and in accordance with the city administrator's employment contract.

(Code 1997, § 2-340)

**SECTION 10:** **AMENDMENT** “Sec 2-328 Appointment And Term” of the Sheboygan Municipal Code is hereby *amended* as follows:

A M E N D M E N T

Sec 2-328 Appointment ~~And Term~~



The city administrator shall be appointed by the common council with input from the mayor.  
~~The appointee may be removed only for cause by a four-fifths vote of the common council.~~  
~~The term "cause," as used in this section, means inefficiency, neglect of duty, official misconduct or malfeasance in office.~~

(Code 1997, § 2-341)

**SECTION 11:**        **AMENDMENT** “Sec 2-329 Duties” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 2-329 Duties and Responsibilities

~~The city administrator shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute.~~ The city administrator shall act for the good of the city in an ethical manner in the performance of the duties set forth in the employment contract, job description, and as follows:

- (a) Administration of the business affairs of the city and day-to-day operations including supervising appointed department heads;
- (b) With input from the mayor, recommend to the common council candidates for appointment to department head positions;
- (c) Carry out common council directives through active direction and coordination of the various city departments. Where common council-approved policies require implementation procedures, the city administrator, with input from the mayor, shall establish and implement such procedures;
- (d) Keep the mayor and common council informed about various city business and activities through oral and written reports as established by the common council;
- (e) Promote the city's well-being and growth through public and private sector cooperation.

(Code 1997, § 2-342)

**SECTION 12:**        **AMENDMENT** “Sec 2-347 Position Established; Outside Business Activities Prohibited” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 2-347 Position Established; Outside Business Activities Prohibited

The full-time salaried position of city attorney is established. As a full-time employee, the city attorney shall not engage in any outside business activities during normal city hall hours. The city attorney shall have the duties and powers prescribed by state statute.

**SECTION 13:** AMENDMENT “Sec 2-392 Position Established; Appointment” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 2-392 Position Established; Appointment

The position of senior services director is hereby established for the city service. The senior services director shall be appointed by the common council based on the recommendation of the city administrator ~~and the mayor~~. Notwithstanding this provision, the person holding the position of full-time supervisor of the senior activity center pursuant to former section 2-730 (commonly referred to as the senior services director) on December 31, 2021, shall hold the position as if having been appointed pursuant to this division.

**SECTION 14:** AMENDMENT “Sec 2-447 Director” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 2-447 Director

- (a) *Qualifications.* The director of public works shall be a graduate of an accredited university with a major in civil engineering, public works administration or a closely related field or shall have related experience in public works management.
- (b) *Appointment.* The director of public works shall be appointed by the common council based on the recommendation of the city administrator ~~and the mayor. The appointment shall be an at-will appointment, removable at the appointing authority's pleasure.~~
- (c) *Duties and powers.*
  - (1) The director of public works shall perform the duties and shall have the authority and powers prescribed by the council and prescribed by state statute for the board of public works.
  - (2) The director of public works shall have general control of the public works department. The departments of public works, streets, sanitation, parks, incinerator, the sewage disposal system and cemetery are consolidated within the department of public works; provided, however, that the personnel of such departments and officers shall continue to be appointed and shall be subject to

civil service regulations.

- (3) Any public work or part thereof may be done directly by the city without submitting the work for bids, and the director shall conduct any such work upon authorization of the council.
- (4) The director of public works shall be responsible for the building and construction of reservoirs, sewers and public mains; and for any public works or improvement.
- (5) The director of public works shall be responsible for the overall management, effectiveness and efficiency of the department of public works. The director shall effectively delegate the responsibility of department activities to subordinate personnel and shall effectively supervise and direct all supervisory personnel.
- (6) The director of public works shall attend, when requested, any meetings of the council or any committee thereof.

(Code 1997, § 2-397; Ord. No. 3-07-08, § 1, 6-4-2007)

**SECTION 15:**        **ADOPTION** “Sec 2-451 City Engineer” of the Sheboygan Municipal Code is hereby *added* as follows:

#### A D O P T I O N

Sec 2-451 City Engineer(*Added*)

The city engineer shall be appointed by the director of public works subject to confirmation of the common council.

**SECTION 16:**        **AMENDMENT** “Sec 2-502 City Assessor” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### A M E N D M E N T

Sec 2-502 City Assessor

- (a) *Appointment.* The city assessor shall be appointed by the common council based on the recommendation of the city administrator, ~~and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.~~
- (b) *Qualifications.* No person may assume the office of city assessor unless certified by the state department of revenue pursuant to Wis. Stats. § 73.09, as qualified to perform the functions of the office of assessor.

(Code 1997, § 2-415)



**SECTION 17:**        **AMENDMENT** “Sec 2-528 Director” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 2-528 Director of Information Technology

- (a) *Established.* The position of director of information technology is hereby established for the city service.
- (b) *Appointment.* The director of information technology (IT) shall be appointed by the common council based on the recommendation of the city administrator, ~~and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure.~~
- (c) *Duties and powers.* The director of information technology shall have the duties and shall have the authority and powers prescribed by the common council.
- (d) *Qualifications.* The director of information technology shall have the qualifications prescribed by the common council.

(Code 1997, § 2-419)

**SECTION 18:**        **AMENDMENT** “Sec 2-550 Director Of Human Resources And Labor Relations” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

Sec 2-550 Director Of Human Resources And Labor Relations

- (a) *Established.* The position of director of human resources and labor relations is hereby established for the city service.
- (b) *Appointment.* The director of human resources and labor relations shall be appointed by the common council based on the recommendation of the city administrator, ~~and the mayor.~~
- (c) *Duties and powers.*
  - (1) The director shall be responsible for labor contract negotiations, administration of the employee benefit and salary plans, and related work. The director shall make recommendations regarding reorganization and personnel policies to the finance and personnel committee.
  - (2) The director shall be the official upon or with whom all personnel-related notices, requests for hearings, complaints, or other official documents shall be served or filed, except those complaints, notices or other official documents which are prescribed by law to be served upon other city officials.
  - (3) The director shall have access to all necessary records and papers, the

examination of which will aid in the disposition of the complaints and notices and in the discharge of the director's duties.

- (4) The director shall be responsible for such other policies, rules and regulations not inconsistent with this chapter and other personnel-related ordinances as the director deems necessary for its enforcement and administration.
- (5) The director shall be the administrative officer of the civil service system. The director shall render such additional services in connection with the civil service system or may be requested by the city administrator and common council.
- (6) The director shall have charge of recruitment, applications for employment, and the examination of applicants for positions, and shall be the custodian of the personnel records.

(Code 1997, § 2-420)

**SECTION 19:**        **ADOPTION** “DIVISION 2-IV-7 FINANCE DEPARTMENT” of the Sheboygan Municipal Code is hereby *added* as follows:

#### ADOPTION

DIVISION 2-IV-7 FINANCE DEPARTMENT(*Added*)

**SECTION 20:**        **ADOPTION** “Sec 560 Established” of the Sheboygan Municipal Code is hereby *added* as follows:

#### ADOPTION

Sec 560 Established(*Added*)

There is established a department of finance, which shall be charged with the duties devolved upon the city finance director/ treasurer as provided by state statutes and the ordinances and resolutions by the city.

**SECTION 21:**        **ADOPTION** “Sec 561 Finance Director/Treasurer” of the Sheboygan Municipal Code is hereby *added* as follows:

#### ADOPTION

Sec 561 Finance Director/Treasurer(*Added*)

- (a) Appointment. The finance director/treasurer shall be appointed by the common council based on the recommendation of the city administrator.
- (b) Duties and Authority. The finance director/treasurer shall:
  - (1) Be the administrative head of the finance department and as such, shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs.
  - (2) Perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer.
  - (3) Be responsible for reports required by state statutes and such others as may be required by law and the common council.

**SECTION 22:**        **ADOPTION** “Sec 562 Deputy Finance Director/Comptroller” of the Sheboygan Municipal Code is hereby *added* as follows:

#### ADOPTION

Sec 562 Deputy Finance Director/Comptroller(*Added*)

- (a) Appointment. The deputy finance director/comptroller shall be appointed by the finance director subject to confirmation of the common council.
- (b) Duties. The deputy finance director/comptroller shall supervise the finance department under the direction of the finance director and shall attend, when requested, any meetings of the common council or any committee thereof. The deputy director/comptroller shall perform the duties and shall have the authority and powers prescribed by Wis. Stat. § 62.09(10), the common council, and the finance director.
- (c) No contract shall be executed on the part of the city until the comptroller shall have countersigned the same and made an endorsement thereon showing that sufficient funds are in the treasury to meet the expense thereof, or that provision has been made to pay the liability that will accrue thereunder.

**SECTION 23:**        **ADOPTION** “Sec 563 Purchasing Agent” of the Sheboygan Municipal Code is hereby *added* as follows:

#### ADOPTION

Sec 563 Purchasing Agent(*Added*)

- (a) Appointment. The purchasing agent shall be appointed by the finance director subject to confirmation of the common council.
- (b) Duties. The purchasing agent shall purchase all supplies, equipment, and services needed by any department, board, commission, or other agency of the city, regardless



of funding source. Agencies empowered by state statute to purchase independently may appoint the purchasing agent as their agent for purchases upon relinquishing such independence by the proper authority. The purchasing agent shall keep complete and detailed records of all purchases and disbursements, including purchase orders issued, quotations received, basis for bid award, and any and all documents required for audit of purchase activity.

(c) *Purchasing Procedure.*

- (1) The purchasing agent shall prepare or approve all standards and written specifications for supplies, equipment, and services. All such specifications shall permit competition wherever practicable.
- (2) All public construction contracts shall be bid in accordance with state statutes.
- (3) The city administrator shall establish, maintain, and from time to time amend, a policy regarding purchases and contracts for goods and services, except as otherwise provided by resolution of the common council, and subject to all relevant state and federal statutes and regulations and to subs. 2 above. The city administrator shall notify the common council in writing of the establishment of and any amendments to the policy. Additionally, said policy shall be kept on file as section 2-429 in the supplement to this code on file in the city clerk's office.

- (d) *Disposal of Property.* All city agencies shall submit reports to the purchasing agent showing stocks of supplies, materials, and equipment on hand and not in use, as requested. The purchasing agent shall be responsible for and shall have the authority for the disposal of obsolete, excess, unused or scrap materials, supplies, and equipment. All revenues shall be deposited with the finance director/treasurer.

**SECTION 24:**        **REPEAL** “DIVISION 2-VII-3 FINANCE DEPARTMENT” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

DIVISION 2-VII-3 ~~FINANCE DEPARTMENT~~Reserved

**SECTION 25:**        **REPEAL** “Sec 2-887 Establishment” of the Sheboygan Municipal Code is hereby *repealed* as follows:

REPEAL

Sec 2-887 ~~Establishment~~Reserved

~~There is established a department of finance, which shall be charged with the duties devolved upon the city finance director/treasurer as provided by state statutes and the ordinances and resolutions by the city.~~

(Code 1975, § 2-200; Code 1997, § 2-936)

**SECTION 26:**        **REPEAL** “Sec 2-888 Finance Director/Treasurer” of the Sheboygan Municipal Code is hereby *repealed* as follows:

#### REPEAL

Sec 2-888 ~~Finance Director/Treasurer~~Reserved

- ~~(a) *Appointment.* The finance director/treasurer shall be appointed by the common council based on the recommendation of the city administrator and the mayor. The appointment shall be an at-will appointment, removable by the appointing authority at pleasure. The administrative head of the finance department and as such shall supervise the work of all the officers and employees thereof for the effective and efficient operation of the department and the city's fiscal affairs. The finance director/treasurer shall perform the duties and shall have the authority and powers prescribed by the common council and prescribed by state statute for the treasurer. Responsible for reports required by state statutes and such others as may be required by law and the common council.~~
- ~~(b) *Duties and authority.* The finance director/treasurer shall be:~~

(Code 1975, § 2-201; Code 1997, § 2-937)

**SECTION 27:**        **AMENDMENT** “DIVISION 2-VII-4 CLAIMS” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

#### DIVISION 2-VII-4 CLAIMS

**State law reference**—Alternative system of approving claims, with exceptions, authorized, Wis. Stats. § 66.0609.



**SECTION 28:** AMENDMENT “Sec 2-912 Approval” of the Sheboygan Municipal Code is hereby *amended* as follows:

### AMENDMENT

#### Sec 2-912 Approval

- (a) An alternative system of approving financial claims against the municipal treasury, other than claims subject to Wis. Stats. § 893.80, is established under Wis. Stats. § 66.0609. Payments may be made from the city treasury after the ~~city administrator~~comptroller audits and approves each claim as a proper charge against the treasury and endorses the ~~administrator's~~comptroller's approval on the claim having determined that the following conditions have been complied with:
  - (1) Funds are available therefor pursuant to the budget approved by the common council.
  - (2) The item or service covered by such claim has been duly authorized by the proper official, department head or board or commission.
  - (3) The item or service has been actually supplied or rendered in conformity with such authorization.
  - (4) The claim is just and valid pursuant to law.
  - (5) The ~~city administrator~~comptroller may require the submission of such proof and evidence to support the conditions as, in the ~~administrator's~~ comptroller's discretion, the ~~administrator~~ comptroller may deem necessary.
- (b) The ~~city administrator~~comptroller shall file with the common council, not less than monthly, a list of the claims approved, showing the date paid, the name of the claimant, the purpose and the amount.
- (c) The common council shall authorize an annual detailed audit of its financial transactions and accounts by the department of revenue pursuant to Wis. Stats. § 73.10 or by a public accountant licensed under Wis. Stats. ch. 442, the designation to be made by the common council.
- (d) Such system shall be operative only if the ~~city administrator~~comptroller is covered by a fidelity bond of not less than \$20,000.00.
- (e) With the adoption of this section, the claim procedure required by Wis. Stats. §§ 61.25(6), 61.51, 62.09(10), 62.11, and 62.12, and other relevant provisions, except Wis. Stats. § 893.80, is not applicable.

(Code 1975, § 2-163; Code 1997, § 2-966; Ord. No. 66-00-01, § 7, 10-2-2000)

**SECTION 29:** AMENDMENT “Sec 18-1 Responsibility For Maintenance And Approval Of Program” of the Sheboygan Municipal Code is hereby *amended* as follows:

## AMENDMENT

## Sec 18-1 Responsibility For Maintenance And Approval Of Program

- (a) The ~~city administrator~~ director of human resources and labor relations shall maintain an employee classification and compensation program.
- (b) As part of maintaining such a program, the director of human resources and labor relations shall:
  - (1) ~~The director of human resources and labor relations shall r~~Review and update the program annually. The review and update shall include, but not be limited to, the allocation of new or changed positions and the determination of proper compensation rates pursuant to the provisions of this chapter.
  - (2) ~~The city administrator shall p~~Prepare and introduce a yearly budget that reflects the needs of the program.
  - (3) In collaboration with department ~~Department~~ heads, ~~shall~~ make changes to job descriptions, job titles, and classifications, when deemed necessary or appropriate. ~~subject to the approval of the director of human resources and labor relations.~~
  - (4) ~~The city administrator shall a~~Annually review the table of organization described in section 18-47 and approve mid-year changes to the table of organization not requiring council approval.
  - (5) Recommend to the ~~The~~ city administrator ~~may approve~~ modifying, adding, or deleting positions to facilitate the needs of the business while maintaining the approved citywide budget.
- (c) Notwithstanding the terms of the program, no employee of the city, except those excluded pursuant to section ~~See.~~ 18-39, shall be paid less than \$15.00 per hour. This subsection shall not apply to election inspectors. Any employee whose salary would otherwise be less than \$15.00 per hour because of the terms and calculations within the program shall be paid \$15.00 per hour.
- (d) Boards and commissions may choose to have the provisions of subsection (c) apply to their employees pursuant to section ~~See.~~ 18-8.

(Code 1997, § 82-1)

**SECTION 30:** AMENDMENT “Sec 18-40 Hiring Of New Employees Generally” of the Sheboygan Municipal Code is hereby *amended* as follows:

## AMENDMENT

## Sec 18-40 Hiring Of New Employees Generally

- (a) When any department head learns that a vacancy has occurred or is about to occur in any full-time position in the city service within such department, except positions excluded pursuant to section 18-39, the department head shall forward a written



request to the director of human resources and labor relations to fill the vacant position for approval.

- (b) Once approved, the director of human resources and labor relations ~~shall forward the approval to the city administrator, who~~ may make any modifications to the table of organization (including numbers of employees) and job descriptions the director deems appropriate which are cost-neutral with regard to the city budget.
- (c) ~~Upon notice from the city administrator that all such changes have been made,~~ The director of human resources and labor relations shall proceed with the hiring process and fill the position. If filling the vacant position necessitates a modification to the budget, the director of human resources and labor relations shall request the finance and personnel committee authorize filling the position as part of the budget transfer process. If the finance and personnel committee fails to approve filling the position, it shall set forth its reasons in writing, and the affected department shall have the right to appeal the decision to deny to the common council.
- (d) The filling of any vacant position pursuant to this section shall be certified in accordance with the following procedure:
  - (1) When filling a vacancy by selection of an eligible candidate from a list established on the basis of an open competitive examination, the appointing authority, subject to the approval of the director of human resources and labor relations, may specify requirements of particular experience, education, skill or physical requirements necessary for successful performance. The director of human resources and labor relations shall certify the names of those persons categorized as best qualified to fill the vacancy in accordance with these requirements and civil service rules and regulations. The appointing authority shall make the appointment from those certified.
  - (2) In promotional examinations, appropriate consideration shall be given to employee qualifications, record of performance and ability.
  - (3) For protective service vacancies, the selection shall be in accordance with police and fire commission regulations and any labor agreement or applicable department policy.
  - (4) The appointing authority, subject to the approval of the director of human resources and labor relations, may make a provisional appointment from an eligible list in accordance with of this subsection even though the incumbent has not yet vacated the position provided approval has been received in accordance with this subsection. The eligible person so appointed will be accorded all the benefits of a regular appointee and shall retain all rights of certification to the permanent appointment.

(Code 1997, § 82-24)

**SECTION 31:**        **AMENDMENT** “Sec 18-109 Training Leave” of the Sheboygan Municipal Code is hereby *amended* as follows:

## AMENDMENT

## Sec 18-109 Training Leave

- (a) Leaves of absence with pay may be granted in accordance with subsection (b) of this section for attendance at a college, business school, or training institute for the purpose of training in subjects directly related to the work of the employee and which will benefit the city service.
- (b) For the purposes described in subsection (a) of this section, the following time limitations and required approvals apply to training leave:
  - (1) For periods not to exceed three calendar weeks in any one calendar year, with the approval of the ~~city administrator~~ director of human resources and labor relations.
  - (2) For periods exceeding three calendar weeks, but not exceeding 12 calendar weeks, upon the recommendation of the ~~city administrator~~ director of human resources and labor relations, subject to the approval of the finance and personnel committee.

(Code 1997, § 82-93)

**SECTION 32: 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 33: EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
R. C. 149-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**DECEMBER 4, 2023.**

Your Committee to whom was referred Res. No. 96-23-24 by Alderpersons Dekker and Rust directing Staff to develop a Complete Streets policy to improve citizen accessibility and all forms of mobility within our community and to increase safe, comfortable, and convenient travel while promoting public health and sustainable environmental practices; recommends adopting the Resolution.

Committee:


PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 96-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**NOVEMBER 20, 2023.**

A RESOLUTION directing Staff to develop a Complete Streets policy to improve citizen accessibility and all forms of mobility within our community and to increase safe, comfortable, and convenient travel while promoting public health and sustainable environmental practices.

WHEREAS, the City of Sheboygan is a vibrant and diverse community that enjoys an existing street and sidewalk network connecting residents, local workforce employees, and visitors to shopping, employment, recreational, and public transportation opportunities; and

WHEREAS, the City recognizes that street rights-of-way are our most prominent public spaces, and that great communities must achieve a balance between mobility needs, adjoining land uses, and environmental and community interests; and

WHEREAS, many people prefer walking, bicycling, or utilizing public transit as convenient, economical, or sustainable alternatives to driving a motor vehicle; and

WHEREAS, the City was named a Bronze level Bicycle Friendly Community by the League of American Bicyclists and desires to increase its designation level; and

WHEREAS, increasing walking, bicycling, and the use of public transit offers the potential to improve the health of our community; decrease traffic congestion, air pollution, dependence on fossil fuels and their foreign supply sources; and increase the efficiency of road space and transportation resources; and

WHEREAS, Complete Streets are those designed to improve mobility and connectivity; increase physical exercise and safety; enhance neighborhoods, businesses, and institutions; and advance the quality of life for Sheboygan citizens, businesses, and visitors.

NOW, THEREFORE BE IT RESOLVED: That the Common Council reaffirms its commitment to Complete Streets and directs departments and staff to follow, to the extent possible, Complete Streets concepts for all new developments, redevelopments, new street construction, and street reconstruction projects.



BE IT FURTHER RESOLVED: That the Common Council supports the development of a Complete Streets Policy that supports ease of use and safety for all users of transportation systems within the City of Sheboygan.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

---

Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

**CITY OF SHEBOYGAN  
R. C. 152-23-24**

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

**DECEMBER 4, 2023.**

Your Committee to whom was referred Gen. Ord. No. 31-23-24 by Alderpersons Salazar and Felde adopting new records retention schedules and making necessary amendments to the Sheboygan Municipal Code relating to the adopting; recommends adopting the Ordinance.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
ORDINANCE 31-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE.**

**NOVEMBER 20, 2023.**

AN ORDINANCE adopting new records retention schedules and making necessary amendments to the Sheboygan Municipal Code relating to the adoption.

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

**SECTION 1:**        **AMENDMENT** “Sec 2-800 Legal Custodian” of the Sheboygan Municipal Code is hereby *amended* as follows:

AMENDMENT

Sec 2-800 Legal Custodian

- (a) Each elected official, ~~and the~~ city administrator, and the director of each department are the legal custodians of their records and the records of that office, but ~~the such~~ officials may designate an employee of the official's staff to act as the legal custodian.
- (b) Unless otherwise prohibited by law, the city clerk shall act as legal custodian for the common council and for, ~~the chairmen of~~ any committees, commissions, boards or other authorities created by ordinance or resolution of the common council, ~~shall act as legal custodian therefor.~~
- (c) For every authority not specified or covered in subsection (a) or (b) of this section, the city administrator is the legal custodian for the authority, but the ~~officer~~ city administrator may designate an employee of the ~~officer's~~ authority's staff to act as the legal custodian.
- (d) Each legal custodian shall name a person to act as legal custodian in the custodian's absence or the absence of the custodian's designee.
- (e) The legal custodian shall have full legal power, in consultation with the city attorney, to render decisions and to carry out the duties of an authority under subchapter II ~~II~~ of chapter 19 (Wis. Stats. § 19.21 et seq.) and this section. The designation of a legal custodian does not affect the powers and duties of an authority under this section.

(Code 1975, § 32.5-3; Code 1997, § 2-838)

**SECTION 2:            AMENDMENT** “Sec 2-804 General City Records Retention/Disposition Schedule” of the Sheboygan Municipal Code is hereby *amended* as follows:

## AMENDMENT

### Sec 2-804 General City Records Retention/Disposition Schedule

- (a) The purpose of this section is to establish a general city records retention/disposition schedule and authorize destruction of city records pursuant to the schedule. Records custodians may destroy a record prior to the time set forth in this schedule only if such record has been photographically reproduced as an original record or converted to optical disk or electronic format pursuant to Wis. Stats. § 16.61(7).
- (b) Where indicated in the records retention schedule, the state public records board has waived the required statutory 60-day notice for city records; therefore, for those records, notification to the state historical society is not required prior to destruction.
- (c) ~~The general city records retention/disposition schedule, as approved by the state public forms board on December 6, 2011, is hereby adopted, a copy of which is on file in the city clerk's office and made a part hereof by reference as though fully set forth herein.~~ The city hereby adopts the following records retention/disposition schedules, as approved by the state public record board on August 28, 2023:
  - (1) General Records Schedule - Administrative and Related Records (3/21/22);
  - (2) General Records Schedule - Facilities Management and Related Records (Rev. 6/13/22);
  - (3) General Records Schedule - Fiscal and Accounting and Related Records (Rev. 11/21/22);
  - (4) General Records Schedule - Fleet and Aircraft Management Records (5/12/14);
  - (5) General Records Schedule - Human Resources and Related Records (Rev. 11/21/22);
  - (6) General Records Schedule - Information Technology and Related Records (Rev. 11/16/15);
  - (7) General Records Schedule - Purchasing and Procurement and Related Records (Rev. 11/21/22);
  - (8) General Records Schedule - Risk Management and Related Records (Rev. 8/24/15);
  - (9) General Records Schedule - Wisconsin Municipal and Related Records (Rev. 6/15/23).

For records maintained by the city but not included in the above schedules, the city adopts the functional records retention/disposition authorization approved by the state public record board on August 28, 2023, a copy of which is on file in the city clerk's office and made a part hereof by reference as though fully set forth herein.
- (d) Destruction of records pursuant to the approved retention/disposition schedules is

contingent upon the restrictions to record destruction contained in Wis. Stats. § 19.35(5); (Open Records Law); and that no records shall be destroyed if litigation or audit involving those records has commenced.

(Code 1975, § 32.5-7; Code 1997, § 2-842; Ord. No. 17-01-02, §§ 1, 2, 7-16-2001)

**SECTION 3:** **AMENDMENT** “Sec 2-805 Preservation Through Microfilm” of the Sheboygan Municipal Code is hereby *amended* as follows:

#### AMENDMENT

##### Sec 2-805 Preservation Through Microfilm

Any city officer or the director of any department or division of city government may, subject to the approval of the common council, keep and preserve public records in their possession by means of microfilm, or a copy generated from an original record stored in optical disc or electronic format. ~~or other photographic reproduction method.~~ Such records shall meet the standards for ~~photographic~~ reproduction set forth in Wis. Stats. § 16.61(7)(a) and (b) and shall be considered original records for all purposes. Such records shall be preserved along with other files of the department or division and shall be open to public inspection and copying according to the provisions of state law and sections 2-801 through 2-803.

(Code 1975, § 32.5-8; Code 1997, § 2-843)

**SECTION 4:** **REPEALER CLAUSE** All ordinances or resolutions or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

**SECTION 5:** **EFFECTIVE DATE** This Ordinance shall be in effect from and after its passage and publication according to law.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
R. C. 133-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your Committee to whom was referred Res. No. 92-23-24 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church; recommends adopting the Resolution.

Committee:

_____	_____
_____	_____
_____	_____

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

\_\_\_\_\_.

Presiding Officer

Attest

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

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

**CITY OF SHEBOYGAN  
RESOLUTION 92-23-24**

**BY ALDERPERSONS MITCHELL AND FILICKY-PENESKI.**

**NOVEMBER 6, 2023.**

A RESOLUTION authorizing the sale of City Parking Lot No. 3 located at 821 Niagara Avenue to Trinity Evangelical Lutheran Church.

RESOLVED: That the Common Council hereby approves the terms and conditions of the attached Commercial Offer to Purchase between the City of Sheboygan and Trinity Evangelical Lutheran Church drafted on October 13, 2023, thereby authorizing the sale 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 sell the property, and the Director of Parking & Transit is authorized to complete the Real Estate Condition Report attached to the Offer to Purchase.

BE IT FURTHER RESOLVED: That Res. No. 46-23-24 submitting a previous version of an Offer to Purchase regarding City Parking Lot No. 3 shall be filed.

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



Approved by the Wisconsin Real Estate Examining Board  
1-1-2021 (Optional Use Date) 2-1-2021 (Mandatory Use Date)

Rohde Dales LLP  
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**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON October 13, 2023 [DATE] IS (AGENT OF BUYER)  
2 (~~AGENT OF SELLER/LISTING FIRM~~) (~~AGENT OF BUYER AND SELLER~~) ~~STRIKE THOSE NOT APPLICABLE~~  
3 The Buyer, See Addendum A  
4 offers to purchase the Property known as 821 Niagara Avenue (additional description on Addendum A)  
5 \_\_\_\_\_  
6 \_\_\_\_\_ [e.g., Street Address, Parcel Number(s), legal description, or insert additional description, if any, at lines 620-  
7 650, or attach as an addendum per line 676] in the City of Sheboygan, County  
8 of \_\_\_\_\_ Wisconsin, on the following terms:  
9 **PURCHASE PRICE** The purchase price is Seventy-Eight Thousand, Four Hundred  
10 \_\_\_\_\_ Dollars (\$78,400.00).  
11 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date  
12 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: Electrical boxes  
13 and utility meters, parking lamps, bushes and trees.  
14 \_\_\_\_\_  
15 \_\_\_\_\_  
16 All personal property included in purchase price will be transferred by bill of sale or \_\_\_\_\_  
17 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included**  
18 **or not included.**  
19 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at  
20 lines 12-15) and the following: City signs and parking meters  
21 \_\_\_\_\_  
22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 **CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 26-**  
25 **34) to be excluded by Seller or that are rented and will continue to be owned by the lessor.**  
26 "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to  
27 be treated as part of the real estate, including, without limitation, physically attached items not easily removable without  
28 damage to the premises, items specifically adapted to the premises and items customarily treated as fixtures, including, but  
29 not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows; electric lighting fixtures;  
30 window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units and attached equipment;  
31 water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings; attached antennas; garage  
32 door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground sprinkler  
33 systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and  
34 docks/piers on permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.  
35 **CAUTION: Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-23.**  
36 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer  
37 on or before November 2, 2023. Seller may keep the Property  
38 on the market and accept secondary offers after binding acceptance of this Offer.  
39 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**  
40 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical  
41 copies of the Offer.  
42 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term**  
43 **deadlines running from acceptance provide adequate time for both binding acceptance and performance.**  
44 **CLOSING** This transaction is to be closed on December 20, 2023  
45 \_\_\_\_\_ at the place selected by Seller,  
46 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state  
47 holiday, the closing date shall be the next Business Day.  
48 **CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently**  
49 **verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real**  
50 **estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money**  
51 **transfer instructions.**  
52 **EARNEST MONEY**  
53 **EARNEST MONEY** of \$ \_\_\_\_\_ accompanies this Offer.  
54 If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.  
55 **EARNEST MONEY** of \$ 5,000.00 will be mailed, or commercially, electronically  
56 or personally delivered within 10 days (5 if left blank) after acceptance.

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

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

58 title company of Seller's choice ) [STRIKE THOSE NOT APPLICABLE]

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

60 **CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an**  
 61 **attorney as lines 64-84 do not apply. If someone other than Buyer pays earnest money, consider a special**  
 62 **disbursement agreement.**

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

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

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

88 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or Deadline,  
 89 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  
 90 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

91 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has  
 92 no notice or knowledge of Conditions Affecting the Property or Transaction (lines 104-173) other than those identified in  
 93 ~~Seller's disclosure report dated \_\_\_\_\_ and a Real Estate Condition Report, if applicable, dated~~  
 94 \_\_\_\_\_, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this  
 95 offer by reference [COMPLETE DATE OR STRIKE AS APPLICABLE] and

96 will be completed by Seller and delivered to Buyer within 15 days of acceptance for review  
 97 and approval

98 [INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)]

99 **CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures**  
 100 **provided in Wis. Stat. § 709.03 may be required. Excluded from this requirement are sales of property that has**  
 101 **never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed**  
 102 **fiduciaries, for example, personal representatives, who have never occupied the Property. Buyer may have**  
 103 **rescission rights per Wis. Stat. § 709.05.**

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

105 a. Defects in the structure or structural components on the Property, e.g. roof, foundation (including cracks, seepage, and  
 106 bulges), basement or other walls.

107 b. Defects in mechanical systems, e.g. HVAC (including the air filters and humidifiers), electrical, plumbing, septic, wells,  
 108 fire safety, security or lighting.

109 c. Defects in a well on the Property or in a well that serves the Property, including unsafe well water, a joint well serving  
 110 the Property or any Defect related to a joint well serving the Property.

111 d. Water quality issues caused by unsafe concentrations of or unsafe conditions relating to lead.

112 e. Defects in septic system or other private sanitary disposal system on or serving the Property or any out-of-service  
 113 septic system serving the Property not closed or abandoned according to applicable regulations.

114 f. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or  
 115 combustible liquids, including but not limited to gasoline and heating oil, or any Defects in such tanks presently or previously  
 116 on the Property; LP tanks on the Property or any defects in such LP tanks.

114 g. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead in paint, lead in soil,

- 118 presence of asbestos or asbestos-containing materials, radon, radium in water supplies, mold, pesticides or other potentially  
 119 hazardous or toxic substances on the Property.
- 120 h. Manufacture of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 121 i. Zoning or building code violations, any land division involving the Property for which required state or local permits had  
 122 not been obtained, nonconforming structures or uses, conservation easements.
- 123 j. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority  
 124 to impose assessments against the real property located within the district.
- 125 k. Proposed, planned or commenced construction of public improvements which may result in special assessments or  
 126 otherwise materially affect the Property or the present use of the Property.
- 127 l. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition, such as orders to  
 128 correct building code violations.
- 129 m. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 130 n. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 131 o. Nearby airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating  
 132 from neighboring property.
- 133 p. Current or previous termite, powder post beetle, or carpenter ant infestations or Defects caused by animal, reptile, or  
 134 insect infestations.
- 135 q. Property or portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal  
 136 regulations.
- 137 r. Property is subject to a mitigation plan required under administrative rules of the department of Natural Resources  
 138 related to county shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain  
 139 measures related to shoreland conditions and which is enforceable by the county.
- 140 s. Nonowners having rights to use part of the Property, other than public rights-of-way, including, but not limited to, private  
 141 rights-of-way and private easements, other than recorded utility easements; lack of legal access or access restrictions;  
 142 restrictive covenants and deed restrictions; shared fences, walls, wells, driveways, signage or other shared usages; or  
 143 leased parking.
- 144 t. Boundary or lot line disputes, encroachments, or encumbrances affecting the Property.
- 145 u. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 146 Property.
- 147 v. Structure on the Property designated as a historic building, all or any part of the Property located in a historic district, or  
 148 burial sites or archeological artifacts on the Property.
- 149 w. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion  
 150 charge or the payment of a use-value conversion charge has been deferred.
- 151 x. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a  
 152 farmland preservation agreement, or a Forest Crop, Managed Forest Law (see disclosure requirements in Wis. Stat. §  
 153 710.12), Conservation Reserve or a comparable program.
- 154 y. A pier is attached to the Property that is not in compliance with state or local pier regulations, a written agreement  
 155 affecting riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric  
 156 operator.
- 157 z. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will  
 158 be transferred with the Property because the dam is owned collectively by a homeowners' association, lake district, or  
 159 similar group of which the Property owner is a member.
- 160 aa. Government investigation or private assessment/audit of environmental matters conducted.
- 161 bb. Presence of or a Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of hazardous  
 162 or toxic substances on neighboring properties.
- 163 cc. Owner's receipt of notice of property tax increases, other than normal annual increases, or notice or knowledge of a  
 164 pending property reassessment, remodeling that may increase the property's assessed value, or pending special  
 165 assessments.
- 166 dd. Agreements that bind subsequent owners of the property, such as a lease agreement or an extension of credit from  
 167 an electric cooperative.
- 168 ee. Remodeling, replacements, or repairs affecting the Property's structure or mechanical systems that were done or  
 169 additions to the Property that were made during the owner's period of ownership without the required permits.
- 170 ff. Rented items located on the Property or items affixed to or closely associated with the Property.
- 171 gg. Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).
- 172 hh. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or excessive  
 173 sliding, settling, earth movement or upheavals.

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174 **PROPOSED USE CONTINGENCIES:** This Offer is contingent upon Buyer obtaining, at Buyer's expense, the reports or  
 175 documentation required by any optional provisions checked on lines 185-197 below. The optional provisions checked on  
 176 lines 185-197 shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if left blank) after acceptance, delivers: (1)  
 177 written notice to Seller specifying those optional provisions checked below that cannot be satisfied and (2) written evidence  
 178 substantiating why each specific provision referred to in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,  
 179 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingency provisions  
 180 checked at lines 185-197.

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

182 \_\_\_\_\_  
 183 \_\_\_\_\_ [insert proposed use and type and  
 184 size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units].

185 ☐ **ZONING:** Verification of zoning and that the Property's zoning allows Buyer's proposed use described at lines  
 186 181-183.

187 ☐ **EASEMENTS AND RESTRICTIONS:** Copies of all public and private easements, covenants and restrictions  
 188 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or  
 189 significantly delay or increase the costs of the proposed use or development identified at lines 181-183.

190 ☐ **APPROVALS:** All applicable governmental permits, approvals and licenses, as necessary and appropriate, or  
 191 the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for  
 192 the following items related to Buyer's proposed use: \_\_\_\_\_

193 \_\_\_\_\_ or delivering written notice  
 194 to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the  
 195 cost of Buyer's proposed use described at lines 181-183.

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

198 ☐ **LAND USE APPROVAL/PERMITS:** This Offer is contingent upon (Buyer)(Seller) STRIKE ONE ("Buyer" if neither  
 199 stricken) obtaining the following, including all costs: a CHECK ALL THAT APPLY ☐ rezoning; ☐ conditional use permit;  
 200 ☐ variance; ☐ other \_\_\_\_\_ for the Property for its proposed use described at lines 181-183.  
 201 Seller agrees to cooperate with Buyer as necessary to satisfy this contingency. Buyer shall deliver, within \_\_\_\_\_ days of  
 202 acceptance, written notice to Seller if any item cannot be obtained, in which case this Offer shall be null and void.

203 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller  
 204 providing" if neither is stricken) a \_\_\_\_\_ survey  
 205 (ALTA/NSPS Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and  
 206 prepared by a registered land surveyor, within \_\_\_\_\_ days ("30" if left blank) after acceptance, at (Buyer's)  
 207 (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of \_\_\_\_\_ acres,  
 208 maximum of \_\_\_\_\_ acres, the legal description of the Property, the Property's boundaries and dimensions, visible  
 209 encroachments upon the Property, the location of improvements, if any, and: \_\_\_\_\_

210 \_\_\_\_\_  
 211 STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to:  
 212 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
 213 footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any  
 214 required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception(s) on the title  
 215 policy.

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

218 This contingency shall be deemed satisfied unless Buyer, within 5 days after the deadline for delivery of said map, delivers  
 219 to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially  
 220 inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence  
 221 of conditions that would prohibit the Buyer's intended use of the Property described at lines 181-183. Upon delivery of  
 222 Buyer's notice, this Offer shall be null and void. Once the deadline for delivery has passed, if Seller was responsible to  
 223 provide the map and failed to timely deliver the map to Buyer, Buyer may terminate this Offer if Buyer delivers a written  
 224 notice of termination to Seller prior to Buyer's Actual Receipt of said map from Seller.

225 ☒ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to  
 226 Buyer within 30 days ("30" if left blank) after acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

227 ☒ Documents evidencing the sale of the Property has been properly authorized, if Seller is a business entity  
 228 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which  
 229 is consistent with representations made prior to and in this Offer.

230 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property  
 231 to be free and clear of all liens, other than liens to be released prior to or at closing.

232 ☐ Rent roll:

233 ☐ Other \_\_\_\_\_

234

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235 Additional items which may be added include, but are not limited to: building, construction or component warranties,  
 236 previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other  
 237 contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future  
 238 rental agreements, notices of termination and non-renewal, and assessment notices.

239 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents  
 240 confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer  
 241 shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

242 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("5" if left  
 243 blank) after the deadline for delivery of the documents, delivers to Seller a written notice indicating this contingency has not  
 244 been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set  
 245 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

246 ☐ **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent  
 247 environmental consultant of Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 274-  
 248 291), at (Buyer's) (Seller's) expense **STRIKE ONE** ("Buyer's" if neither is stricken), which discloses no Defects.

249 **NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the**  
 250 **value of the Property; that would significantly impair the health or safety of future occupants of the Property; or**  
 251 **that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life**  
 252 **of the premises.**

253 For the purpose of this contingency, a Defect is defined to also include a material violation of environmental laws, a material  
 254 contingent liability affecting the Property arising under any environmental laws, the presence of an underground storage  
 255 tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of contaminating  
 256 the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which  
 257 Buyer had actual knowledge or written notice before signing the Offer.

258 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("30" if  
 259 left blank) after acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice  
 260 listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

262 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects.  
 263 If Seller has the right to cure, Seller may satisfy this contingency by:

- 264 (1) delivering written notice to Buyer within \_\_\_\_\_ ("10" if left blank) days after Buyer's delivery of the Notice of  
 265 Defects stating Seller's election to cure Defects;
- 266 (2) curing the Defects in a good and workmanlike manner; and
- 267 (3) delivering to Buyer a written report detailing the work done no later than three days prior to closing.

268 This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written Environmental Site  
 269 Assessment report and:

- 270 (1) Seller does not have a right to cure; or
- 271 (2) Seller has a right to cure but:
  - 272 (a) Seller delivers written notice that Seller will not cure; or
  - 273 (b) Seller does not timely deliver the written notice of election to cure.

274 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")  
 275 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the  
 276 Property, including a search of title records showing private ownership of the Property for a period of 80 years prior to the  
 277 visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of  
 278 environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any  
 279 environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property  
 280 is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment  
 281 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the  
 282 DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites  
 283 Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site  
 284 Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American  
 285 Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines,  
 286 as applicable.

287 **CAUTION: Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the**  
 288 **soil or groundwater or other testing of the Property for environmental pollution. If further investigation is required,**  
 289 **insert provisions for a Phase II Site Assessment (collection and analysis of samples), Phase III Environmental Site**  
 290 **Assessment (evaluation of remediation alternatives) or other site evaluation at lines 620-650 or attach as an**  
 291 **addendum per line 676.**

292 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a  
 293 part of this Offer. An "inspection" is defined as an observation of the Property, which does not include an appraisal or testing  
 294 of the Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel  
 295 source, which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or

building materials from the Property for laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors, testers and appraisers reasonable access to the Property upon advance notice, if necessary, to satisfy the contingencies in this Offer. Buyer or licensees or both may be present at all inspections and testing. Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

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

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

☐ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 292-306).

(1) This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects.

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

(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 320. Each inspection shall be performed by a qualified independent inspector or independent qualified third party.

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

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

This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days ("20" if left blank) after acceptance, delivers to Seller a copy of the inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer objects (Notice of Defects).

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

For the purpose of this contingency, Defects do not include conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

**NOTE: "Defect" as defined on lines 523-525 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.**

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

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

(1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

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

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

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

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

(2) Seller has the right to cure but:

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

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

**IF LINE 342 IS NOT MARKED OR IS MARKED N/A LINES 392-403 APPLY.**

☐ ~~**FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_ [loan type or specific lender, if any] first mortgage loan commitment as described below, within \_\_\_\_\_ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Buyer acknowledges that lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees to pay discount points in an amount not to exceed \_\_\_\_\_% ("0" if left blank) of the loan. If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 620-650 or in an addendum attached per line 676. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow lender's appraiser access to the Property.~~

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

357 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 358 OR 359:**358 ☐ **FIXED-RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_%.359 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed \_\_\_\_\_%. The initial interest rate  
360 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if  
361 left blank) at the first adjustment and by not more than \_\_\_\_\_% ("4" if left blank) at each subsequent adjustment.362 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus \_\_\_\_\_% ("6" if  
363 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.364 **NOTE:** If purchase is conditioned on Buyer obtaining financing for operations or development consider adding a  
365 contingency for that purpose:366 ■ **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer  
367 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.368 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment  
369 (even if subject to conditions) that is:

370 (1) signed by Buyer; or

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

372 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy  
373 this contingency.374 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to  
375 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment  
376 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.377 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 344.  
378 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of  
379 written loan commitment from Buyer.380 ■ **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this  
381 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall  
382 promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of  
383 unavailability.384 ☐ **SELLER FINANCING:** Seller shall have 10 days after the earlier of:

385 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 380-383; or

386 (2) the Deadline for delivery of the loan commitment set on line 344

387 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same  
388 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.389 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to  
390 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit  
391 worthiness for Seller financing.392 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT** Within \_\_\_\_\_ days ("7" if left blank) after  
393 acceptance, Buyer shall deliver to Seller either:394 (1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at  
395 the time of verification, sufficient funds to close; or396 (2) \_\_\_\_\_  
397 \_\_\_\_\_ [Specify documentation Buyer agrees to deliver to Seller].398 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written  
399 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain  
400 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's  
401 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject  
402 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of  
403 access for an appraisal constitute a financing commitment contingency.404 ☐ **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised  
405 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated  
406 subsequent to the date stated on line 4 of this Offer, indicating an appraised value for the Property equal to or greater than  
407 the agreed upon purchase price.408 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy  
409 of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting  
410 to the appraised value.411 ■ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure:412 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase  
413 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal  
414 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated  
415 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.



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

~~(1) Seller does not have the right to cure, or~~

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

~~(a) Seller delivers written notice that Seller will not adjust the purchase price, or~~

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

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

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

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

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

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

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

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

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

☒ No real estate tax prorate as Buyer and Seller are exempt.

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

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

### **TITLE EVIDENCE**

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

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

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

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

**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or



476 equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 482-477 489).

478 ■ **DELIVERY OF MERCHANTABLE TITLE:** The required title insurance commitment shall be delivered to Buyer's attorney  
479 or Buyer not more than 20 days ("15" if left blank) after acceptance showing title to the Property as of a date  
480 no more than 15 days before delivery of such title evidence to be merchantable per lines 454-464, subject only to liens  
481 which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions.

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

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

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

500 **LEASED PROPERTY:** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
501 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
502 (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are Property is not leased

503  
504 \_\_\_\_\_ Insert additional terms, if any, at lines 620-650 or attach as an addendum per line 676.

505 ☐ **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than \_\_\_\_\_ days ("7" if left blank) before closing, estoppel  
506 letters dated within \_\_\_\_\_ days ("15" if left blank) before closing, from each non-residential tenant, confirming the lease term,  
507 rent installment amounts, amount of security deposit, and disclosing any defaults, claims or litigation with regard to the lease  
508 or tenancy.

#### 509 **DEFINITIONS**

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

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

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

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

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

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

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

529 **INCLUSION OF OPTIONAL PROVISIONS:** Terms of this Offer that are preceded by an OPEN BOX ( ☐ ) are part of  
530 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.

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

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

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

543 **MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier  
 544 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  
 545 ordinary wear and tear and changes agreed upon by Parties.

546 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** If, prior to closing, the Property is damaged in an  
 547 amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer  
 548 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  
 549 this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than  
 550 closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of  
 551 the damage and this Offer may be terminated at option of Buyer. Should Buyer elect to carry out this Offer despite such  
 552 damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit  
 553 towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed  
 554 by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring  
 555 the Property.

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

560 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in  
 561 this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in  
 562 broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current  
 563 tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

567 If Buyer defaults, Seller may:

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

571 If Seller defaults, Buyer may:

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

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

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

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

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

590 **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC)  
 591 provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the  
 592 total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding  
 593 applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign

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594 estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the  
 595 amount of any liability assumed by Buyer.

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

599 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a  
 600 condition report incorporated in this Offer per lines 93-95, or (2) no later than 10 days after acceptance, Seller delivers  
 601 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 607-609 apply.

602 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified  
 603 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's  
 604 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,  
 605 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this  
 606 Offer and proceed under lines 571-578.

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

610 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,  
 611 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §  
 612 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall  
 613 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also  
 614 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,  
 615 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.

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

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

620 **ADDITIONAL PROVISIONS/CONTINGENCIES** See attached Addendum A

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651 **TAX DEFERRED EXCHANGE** If this Property is purchased or sold to accomplish an IRC § 1031 Tax Deferred exchange  
 652 of like-kind property, both Parties agree to cooperate with any documentation necessary to complete the exchange. The  
 653 exchangor shall hold the cooperating party harmless from any and all claims, costs or liabilities that may be incurred as a  
 654 result of the exchange.

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655 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and  
 656 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines  
 657 658-673.

658 (1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at  
 659 660 or 661.

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

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

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

663 Seller: (\_\_\_\_\_) Buyer: (\_\_\_\_\_) \_\_\_\_\_

664 ☐ (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a  
 665 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's  
 666 address at line 669 or 670:

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

669 Address for Seller: \_\_\_\_\_

670 Address for Buyer: \_\_\_\_\_

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

672 Email Address for Seller: dmuench@shorelinemetro.com

673 Email Address for Buyer: zinkel@rohdedales.com and JLeibham@foley.com

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

676 ☒ **ADDENDA**: The attached Addendum A & Condition Report is/are made part of this Offer.

677 This Offer was drafted by [Licensee and Firm] Attorney Ryan J. Zinkel, Rohde Dales LLP

678 Buyer Entity Name (if any): Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City

679 (x) \_\_\_\_\_  
 680 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

681 (x) \_\_\_\_\_  
 682 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲  
 683

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

688 Seller Entity Name (if any): \_\_\_\_\_ City of Sheboygan

689 (x) Ryan Sorenson Mayor 11/2/23  
 690 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

691 (x) \_\_\_\_\_  
 692 Seller's/Authorized Signature ▲ Print Name/Title Here ► Date ▲

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

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

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

## ADDENDUM A TO COMMERCIAL OFFER TO PURCHASE

SELLER: City of Sheboygan  
 BUYER: Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin  
 PROPERTY: 821 Niagara Avenue, Sheboygan, WI 53081

This "**Addendum**" supplements the terms and provisions set out in the preprinted Commercial Offer to Purchase dated October 13, 2023. and is an integral part thereof. In the event any terms and conditions set forth in the preprinted Commercial Offer to Purchase conflict with the terms and conditions of this Addendum, this Addendum shall control. The preprinted Commercial Offer to Purchase and this Addendum are collectively referred to herein as the "Offer."

**Buyer.** The Buyer is Trinity Evangelical Lutheran Church of the Unaltered Augsburg Confession City of Sheboygan, Sheboygan County, Wisconsin.

**Property.** The Property is a paved/improved parking lot located at 821 Niagara Avenue in the City of Sheboygan, Sheboygan County, Wisconsin, 53081 and is also known as Parking Lot Number 3 of the City of Sheboygan and is known as tax parcel identification no. 59281107180.

**City of Sheboygan Property Transfers.** This Offer is contingent upon the parties agreeing to the additional land/alleys to be transferred at closing as part of this purchase. These areas may include the E/W alley to the South of the Property, a strip of land along the North side of the church playground and a strip of land along the East side of the church playground.

**Approval by City of Sheboygan Common Council and City of Sheboygan Parking & Transit Commission.** This Offer is contingent upon approval of the sale according to this Offer by the City of Sheboygan Common Council and the City of Sheboygan Parking & Transit Commission.

**Approval of Voters Assembly.** The officers of the Buyer acknowledge approval of the Offer to Purchase by them and confirm that the Bylaws of the corporation requires ratification and approval by the Voters' Assembly before consummation of the purchase can be accomplished. The officers of Buyer shall, within 30 days of acceptance, present the accepted Offer to Purchase to the Voters' Assembly of the Buyer for ratification and approval. If the Voters' Assembly of the Buyer rejects the ratification and approval of the Offer to Purchase, then Buyer shall give Seller written notice of the termination of this offer within 3 days of such rejection, in which case all earnest money shall be immediately returned to Buyer.

**Agreement with Weill Center.** This Offer is contingent upon Buyers entering into an agreement with Weill Center prior to Closing regarding ensuring access to their current loading docks and western access doors and a plan for parking of performance buses and trucks.

**Brokers Representation.** No broker, finder or other person has been retained by any party with respect to this transaction. As such, no fees or commissions are due and owing any person or entity as a result of this transaction.

**Attorney Representation.** Parties acknowledge that Attorney Ryan J. Zinkel and the law firm of Rohde Dales LLP represents Buyer in this transaction and Attorney Charles Adams, attorney for the City of Sheboygan represents the Seller in this transaction.

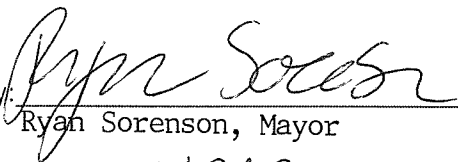
**Drafting.** The language and terminology herein have been negotiated between the parties and the interpretation of this Offer or any provision hereof shall not be construed against either party by virtue of such party drafting all or any portion hereof.

**Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which, upon execution and delivery as prescribed, shall be deemed an original for all purposes. In proving this Agreement, it shall be necessary to account for only one (1) such counterpart signed by the party to be charged.

**Signatures.** Signatures to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

SELLER:

City of Sheboygan

By:   
Ryan Sorenson, Mayor

Date: 11/2/23

\_\_\_\_\_

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

BUYER:

Trinity Evangelical Lutheran Church of the  
Analtered Augsburg Confession City of  
Sheboygan, Sheboygan County, Wisconsin

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

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

\_\_\_\_\_

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

**CITY OF SHEBOYGAN  
R. O. 64-23-24**

**BY CITY PLAN COMMISSION.**

**NOVEMBER 6, 2023.**

Your Commission to whom was referred Res. No. 85-23-24 by Alderpersons Mitchell and Perrella vacating the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat; recommends adopting the Resolution.

**CITY OF SHEBOYGAN  
RESOLUTION 85-23-24**

**BY ALDERPERSONS MITCHELL AND PERRELLA.**

**OCTOBER 16, 2023.**

A RESOLUTION vacating the east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat.

RESOLVED: That by and through the passage of this Resolution it is the declared judgment and finding of the Common Council of the City of Sheboygan that the public interest requires the vacation of the hereinafter described alley, with a legal description as attached hereto and incorporated by reference.

BE IT FURTHER RESOLVED: That prior to passage of this resolution, a hearing on the passage of this resolution will have been held by the common council on a date not less than 40 days after the date on which this resolution was introduced; notice of said hearing will have been given as provided in Wis. Stat. § 66.1003(8)(b); and notice of the hearing will have been served on the owners of all of the frontage of the lots and lands abutting upon the alley in a manner provided for the service of summons in circuit court at least 30 days before the hearing.

BE IT FURTHER RESOLVED: That the portion of roadway in the City and County of Sheboygan, State of Wisconsin, described as:

The east-west alley east of North 9<sup>th</sup> Street, located in Block 127 of the Original Plat

be and it is hereby vacated and discontinued under the provisions of Wis. Stat. § 66.1003(4).

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to cause the recording of a certified copy hereof together with a map of such vacated alley in the office of the Register of Deeds for Sheboygan County, Wisconsin

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

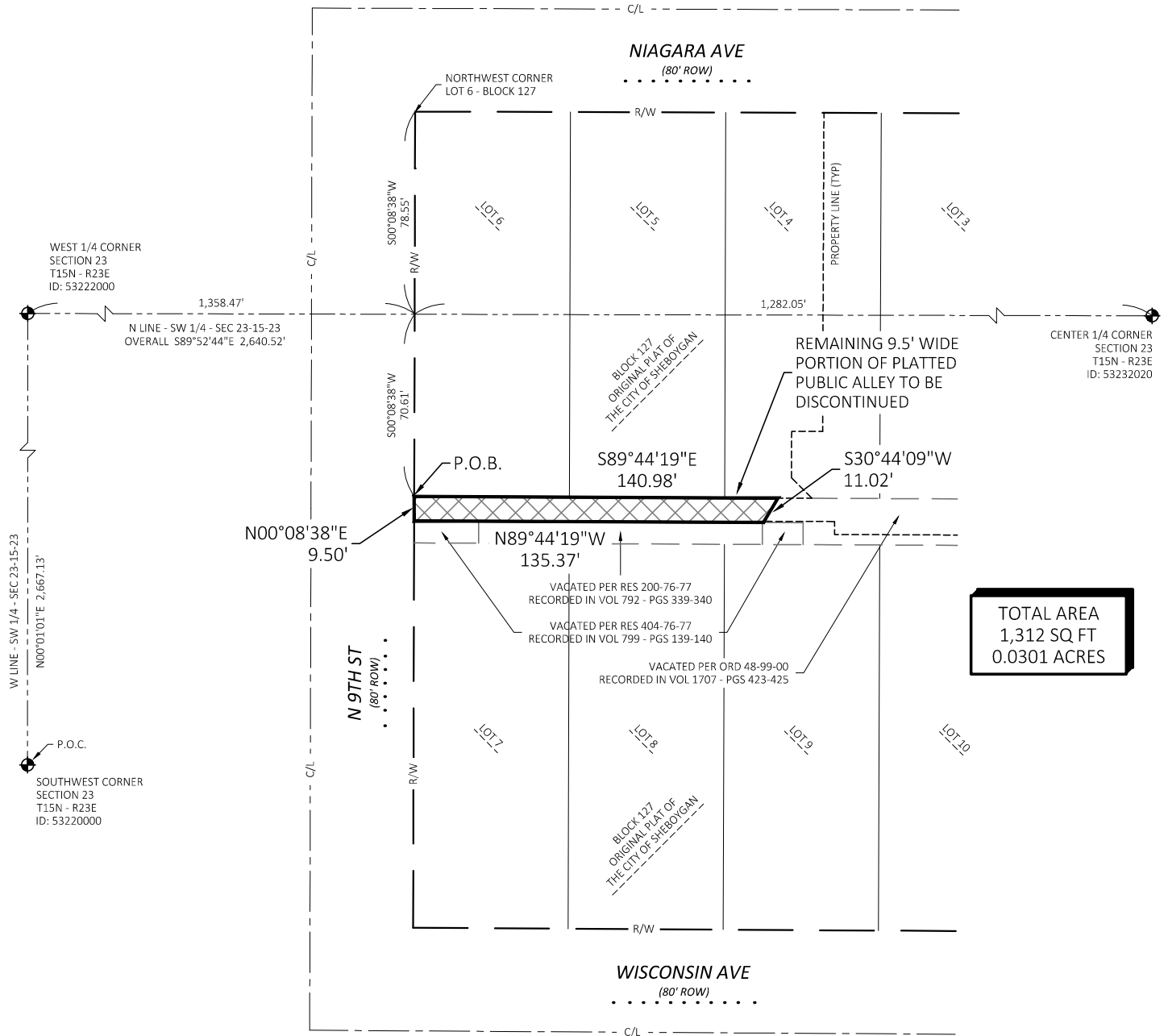
Presiding Officer

Attest

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

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





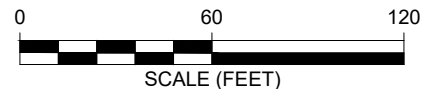
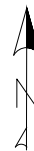
## GENERAL NOTE

ALLEY LOCATION BASED OFF  
FEHR GRAHAM PLAT OF SURVEY  
PROJECT NO: 22-674 - DATED: 7/19/2022  
BY: NICHOLAS A. GRINDLEY (S-2998)

## LEGEND



RECORDED SHEBOYGAN  
COUNTY MONUMENT



BEARINGS ARE REFERENCED TO THE NORTH LINE OF  
THE SOUTHWEST 1/4 OF SECTION 23-15-23  
RECORDED AS S89°52'44"E  
(SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))

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

DATED: 10/10/2023  
REV: N/A

CITY OF SHEBOYGAN  
PUBLIC WORKS

City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

## EXHIBIT A - PROPOSED ALLEY DISCONTINUANCE

PART OF BLOCK 127 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED  
IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	10/10/2023
Project Date	10/10/2023
Sheet No.	367 1 OF 2

## PROPOSED ALLEY DISCONTINUANCE LEGAL DESCRIPTION

### PART OF BLOCK 127 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWN 15 NORTH - RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

The remaining 9.5 foot wide portion of an 18 foot wide platted public alley being part of Block 127 of the Original Plat of the City of Sheboygan located in the Northeast 1/4 of the Southwest 1/4 of Section 23, Town 15 North - Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southwest corner of said Section 23, thence North 00°01'01" East along the West line of said Southwest 1/4, a distance of 2,667.13 feet to the West 1/4 corner of said Section 23;  
thence South 89°52'44" East along the North line of said Southwest 1/4, a distance of 1,358.47 feet to the East right of way line of North 9th Street and West line of Lot 6 of said Block 127;  
thence South 00°08'38" West along said East right of way line of North 9th Street and said West line of Lot 6, a distance of 70.61 feet to the Southwest corner of said Lot 6, the North right of way line of said alley, and the Point of Beginning for this description;  
thence South 89°44'19" East along said North right of way line and the South lines of Lots 6, 5, and 4 of said Block 127, a distance of 140.98 feet to the Northwest corner of the previously vacated portion of said alley as recorded in Volume 1707 of Records on Pages 423 to 425 as document 1559350 in the Sheboygan County Register of Deeds Office;  
thence South 30°44'09" West along the West line of said vacated portion of said alley, a distance of 11.02 feet to a line 9.5 feet South of said North right of way line and the North line of the previously vacated portion of said alley as recorded in Volume 799 of Records on Pages 139 to 140 as document 1008417 in said Register of Deeds Office;  
thence North 89°44'19" West along a line 9.5 feet South of and parallel to said North right of way line, said North line of the vacation recorded in Volume 799 on Pages 139 to 140, and the North line of the previously vacated portion of said alley as recorded in Volume 792 of Records on Pages 339 to 340 as document 1004405 in said Register of Deeds Office, a distance of 135.37 feet to the Northwest corner of said vacation recorded in Volume 799 on Pages 139 to 140 and said East right of way line of North 9th Street;  
thence North 00°08'38" East along said East right of way line of North 9th Street, a distance of 9.50 feet to said Southwest corner of Lot 6, said North right of way line, and the Point of Beginning.

The land described above contains 0.0301 acres (1,312 square feet) of land, more or less.

End of description.

LEGAL DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/10/2023  
LEGAL DESCRIPTION CHECKED BY: TYLER D. HILL, CST REV: N/A

#### CITY OF SHEBOYGAN PUBLIC WORKS

City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

### EXHIBIT B - PROPOSED ALLEY DISCONTINUANCE

PART OF BLOCK 127 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN LOCATED  
IN THE NE 1/4 OF THE SW 1/4 OF SECTION 23, TOWN 15 NORTH, RANGE 23 EAST  
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Designed By	N/A
Drawn By	MPB
Checked By	TDH
Plot Date	10/10/2023
Project Date	
Sheet No.	368 2 OF 2

**CITY OF SHEBOYGAN  
R. O. 79-23-24**

**BY CITY CLERK.**

**DECEMBER 4, 2023.**

Submitting a new license application.

**"CLASS A" LIQUOR LICENSE (June 30, 2024) (NEW)**

<u>No.</u>	<u>Name</u>	<u>Address</u>
3625	Jake's Liquor (PB32 Liquor Store Inc.)	2019 S. Business Drive