



FINANCE AND PERSONNEL COMMITTEE MEETING AGENDA

June 27, 2022 at 5:00 PM

Council Chambers, 828 Center Avenue, Sheboygan, WI

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

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

OPENING OF MEETING

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

MINUTES

5. Approval of Minutes - June 13, 2022

ITEMS FOR DISCUSSION AND POSSIBLE ACTION

6. R. O. No. 145-21-22 by City Clerk submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department.
7. R. C. No. 265-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck.
8. R. C. No. 266-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC).
9. Direct Referral R. O. No. 26-22-23 /June 27, 2022: Submitting report in response to a request for direction from the Finance and Personnel Committee on the steps moving forward to complete the compensation study and wage scale adoption.
10. Direct Referral Res. No. 33-22-23 / June 27, 2022: A RESOLUTION authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.

DATE OF NEXT REGULAR MEETING

11. July 11, 2022

ADJOURN

12. Motion to Adjourn

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

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 145-21-22 submitting a claim from Troy Shaw for alleged personal property that was destroyed by the City Police Department.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: June 15, 2022

MEETING DATE: June 27, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 145-21-22 is a claim from Troy Shaw for the destruction of his personal air rifle by the City of Sheboygan Police Department.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department, have approved this claim in the amount of \$223.24.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 145-21-22

ATTACHMENTS:

- I. R.O. No. 145-21-22

II

R. O. No. 145 - 21 - 22. By CITY CLERK. April 18, 2022.

Submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department.

CITY CLERK

F+P
2022-2023 Council

DATE RECEIVED

4-5-22

RECEIVED BY

MKC

CLAIM NO.

25-21

Item 6.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 05 2022

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

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

1. Name of Claimant: Troy Shaw
2. Home address of Claimant: 1034 Weedon Creek Rd
3. Home phone number: 920-395-3626
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 2-1-2022 I was made aware
6. Where did damage or injury occur? (give full description) _____
7. How did damage or injury occur? (give full description) Sheboygan Police Dept
accidentally destroyed my Gamo Mach 1 Air rifle.
Henry Moller
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
 - (a) Public property alleged to be dangerous: _____
 - (b) Claimant's statement of basis for such liability: _____

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

Item 6.

No Injuries

11. Name and address of any other person injured:

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

Auto: \$

Property: \$ 289.90

Personal injury: \$

Other: (Specify below) \$

TOTAL \$ 289.90

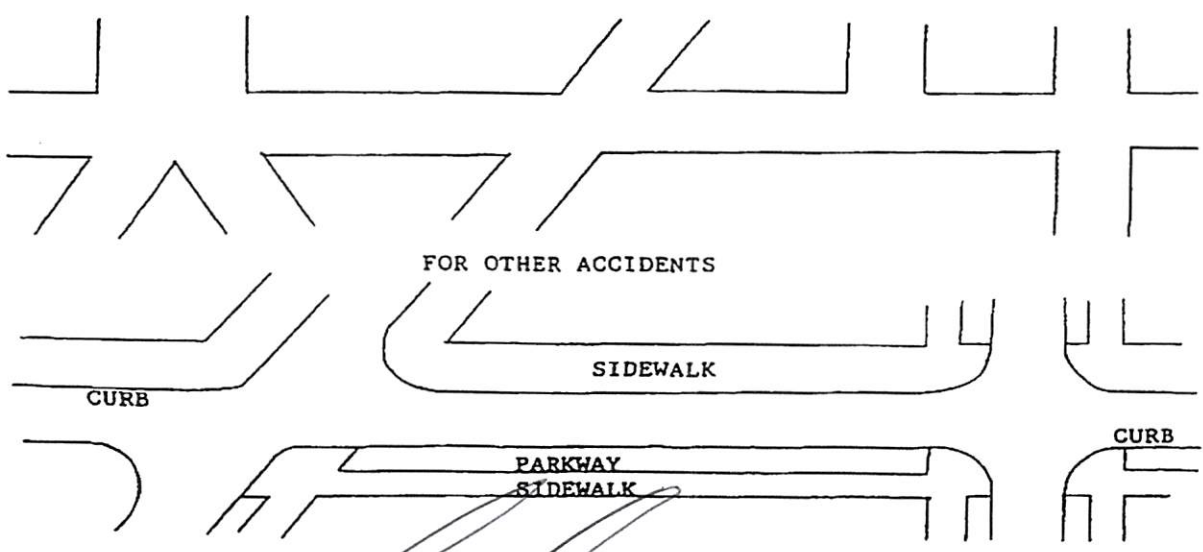
Damaged vehicle (if applicable)

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT [Signature] DATE 4-5-2022

DATE RECEIVED _____

RECEIVED BY _____

Item 6.

CLAIM NO. _____

CLAIM

Claimant's Name: Troy Shaw

Auto \$ _____

Claimant's Address: 1034 Weeden Creek Rd

Property \$ 289.90

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920-395-3626

Other (Specify below) \$ _____

TOTAL \$ 289.90

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 289.90.

SIGNED

Troy Shaw

DATE: 4-5-2022

ADDRESS: 1034 Weeden Creek Rd

Sheboygan, WI 53081

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

FREE SHIPPING COUPON CODE ON ORDERS OF MORE THAN \$100



SPRING DEALS
REBATES

OUTLET NEWS
RETAIL LOCATOR
MY ACCOUNT/LOGIN



\$289.90

Whisper Fusion Mach 1 .177 caliber break barrel air rifle

The GAMO Whisper Fusion is powerful, quiet and accurate. The IGT MACH 1 gas piston delivers higher muzzle velocity, less vibration and smoother cocking. It also features Whisper Fusion technology, the quietest noise reduction technology patented by Gamo.



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CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 135-21-22 is a claim from Colin McCulley, represented by Geico Casualty Company, for alleged vehicle damage.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: June 15, 2022

MEETING DATE: June 27, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 135-21-22 is a claim from Colin McCulley, represented by Geico Casualty Company, for alleged damages to his personal vehicle.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 135-21-22

ATTACHMENTS:

- I. R.O. No. 135-21-22

VI

R. C. No. 265 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck; recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Item 7.

R. O. No. 135 - 21 - 22. By CITY CLERK. March 21, 2022.

Submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck.

FrP

CITY CLERK



One Geico Center
Macon, GA 31296-0001

GEICO Casualty Company

MA Item 7.

Claim # 29-21
MKC
3-15-2022

03/10/2022

City Clerk Of Sheboygan

1315 N 23rd St STE 101
Sheboygan, WI 53081-3180

Company Name: GEICO Casualty Company
Claim Number: 063065466 0000 002
Loss Date: Friday, October 29, 2021
Policyholder: Colin Mc Culley
Your Insured: City of Sheboygan
Your Claim Number: (89755 / Wisconsin)

Dear City Clerk Of Sheboygan,

Our investigation shows your insured to be at fault in the accident.

We paid our insured's vehicle claim. Documentation is attached. Please honor our claim and remit payment. **Please ensure our claim number is included when remitting payment.**

Our Interest:	\$383.60
Insured's Deductible:	\$1,500.00
Rental:	\$0.00
Total:	\$1,883.60

When remitting payment, please make your check payable to GEICO Casualty Company as subrogee of . **Please ensure our claim number is included when remitting payment.**

Payment should be remitted to:

GEICO Casualty Company
ATTN: Cashiers
One GEICO Center

Macon, GA 31296

Item 7.

If you have questions, please contact me at the number below. Please refer to our claim number when writing or calling about this claim.

Sincerely,

Brittany Shine
478-744-5078
Payment Recovery Unit

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FF

Document Number Override		Primary Crash Document#		Agency Crash Number		Investigating Officer/Deputy SERGEANT A. KUNDINGER	
Crash Date 10/29/2021		Crash Time 03:13 PM		Date Arrived 10/29/2021		Time Arrived 03:29 PM	
Date Notified 10/29/2021		Time Notified 03:13 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold		
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags		
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)			<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Description

Diagram



Reconstruction By

Photos By

Additional Information
NONE

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

UNIT # 1, A SHEBOYGAN FIRE TRUCK, OPERATING DURING A CALL BUT NOT ON EMERGENCY, WAS TRAVELING NORTH ON NORTH 7TH ST. UNIT #1 THEN ATTEMPTED TO MAKE A RIGHT HAND TURN INTO SHEBOYGAN MEMORIAL HOSPITAL AT 2629 N 7TH ST. AS UNIT # 1 MADE THE RIGHT TURN IT STRUCK UNIT #2 IN THE FRONT DRIVER SIDE BUMPER. UNIT #2 WAS LEGALLY PARKED FACING NORTH ON NORTH 7TH ST JUST SOUTH OF THE DRIVEWAY TO SHEBOYGAN MEMORIAL HOSPITAL.

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON N 7TH ST 635 FT N OF BELL AVE IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.772049285	Longitude -87.711268651
	X Coordinate 442756.71875	Y Coordinate 4846801
	Structure Type	


Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location SHOULDER RIGHT	
Manner of Collision 01 - ANGLE		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLOUDY			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location DRIVEWAY ACCESS	Intersection Type NOT AN INTERSECTION	

Unit Summary

UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)					Operating As Endorsements
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function FIRE TRUCK		Emergency Motor Vehicle Use NON-EMERGENCY, NON-TRANSPORT	
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

Vehicle

UNIT 01 VEHICLE 01	License Plate Number 89755		Plate Type MUN - MUNICIPAL	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 4P1BAAFF6FA015152		Make PIERCE MFG INC	Year 2015	Model FIRE	
	Color RED - RED		Body Style FT - FIRE TRUCK		Bus Use	
	Initial Contact Point 03 - RIGHT SIDE MIDDLE		Vehicle Damage			
	Extent Of Damage MINOR DAMAGE		03 - RIGHT SIDE MIDDLE			
						

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C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT	VEHICLE	Towed Due To Damage NOT TOWED	Vehicle Removed By OPERATOR		
		What Driver Was Doing RIGHT TURN	Vehicle Factors		
		Driver Prior Action Other	NOT APPLICABLE		
		Driver Actions IMPROPER TURN			
01	01	Owner Name SHEBOYGAN CITY (920) 459-3315	Owner Address 1315 N 23RD ST # 101 SHEBOYGAN, WI 53081 , US		
		Sequence Of Events			
01	01	Event MOTOR VEH IN TRANSPORT			
		Event RIGHT TURN			
		Event PARKED MOTOR VEHICLE			
		Event			
UNIT	INDIVIDUAL	Policy Holder			
		Insurance Company SELF-INSURED	Government SHEBOYGAN CITY		
01	001	Individual			
		Driver KURT DAVID MILLER (920) 451-5553	Citations Issued 0	Sex MALE	
			Date of Birth 11/07/1982	Race	
		Address W5747 WOODLAND RD PLYMOUTH, WI 53073 , US	Driver License Number M4605048240703 STATE: WISCONSIN COUNTRY: UNITED STATES		
01	001	Safety Equipment			
		On Duty Crash FIRE-FIGHTER	Safety Equipment		
		Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT	
		Helmet Use	Helmet Compliance		
01	001	Eye Protection	Tint Compliance		
		Injury			
		Injury Severity NO APPARENT INJURY	Airbag NON DEPLOYED		
		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
01	001	Medical Transport NOT TRANSPORTED	EMS Agency Identifier	EMS Run #	
		Hospital	Date of Death	Time of Death	
		Distracted By			
01	001	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
		Distracted By Action NOT DISTRACTED			

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C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
	To/From School				
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition APPEARED NORMAL				

Unit Summary

UNIT 02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
	Vehicle Type PASSENGER VAN		Operating As Endorsements		
	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way DIVIDED HWY W/O TRAFFIC BARRIER		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat NO				

UNIT VEHICLE 02 02	Vehicle			
	License Plate Number 456PUG		Plate Type AUT - AUTOMOBILE	St WI
	Country of Issuance UNITED STATES		Year 2012	Model ODYSSEY EX
	Vehicle Identification Number 5FNRL5H62CB118089		Make HONDA	Bus Use
	Color SIL - SILVER (ALUMINUM)		Body Style VN - VAN	
	Initial Contact Point 11 - LEFT FRONT CORNER		Vehicle Damage	
	Extent Of Damage MINOR DAMAGE		10 - LEFT SIDE FRONT, 11 - LEFT FRONT CORNER, 12 - FRONT	
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	



G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT VEHICLE	02	What Driver Was Doing LEGALLY PARKED	Vehicle Factors
	02	Driver Prior Action Other	NOT APPLICABLE
	02	Driver Actions NO CONTRIBUTING ACTION	
	02	Owner Name COLIN PATRICK MC CULLEY (920) 400-0185	Owner Address 1344 GREYSTONE DR PLYMOUTH, WI 53073 , US
UNIT	Sequence Of Events		
	01	Event PARKED MOTOR VEHICLE	
	02	Event MOTOR VEH IN TRANSPORT	
	03	Event RIGHT TURN	
	04	Event	
UNIT	Policy Holder		
	Insurance Company GEICO-GENERAL-INS-CO		Individual COLIN MC CULLEY

GEICO

09

For supplement requests visit partners.geico.com

4295 Ocmulgee East Blvd.

Macon, GA 31296

Phone: (630) 524-8956

Claim #:
Workfile ID:0630654660000002-01
d1157ba5**Estimate of Record**Written By: TOBY SIMMONS, 12/16/2021 9:56:54 AM
Adjuster: Simmons, Toby

Insured:	Colin Mc Culley	Owner Policy #:	4545302160	Claim #:	0630654660000002-01
Type of Loss:	Collision	Date of Loss:	10/29/2021 02:13 PM	Days to Repair:	3
Point of Impact:	12 Front	Deductible:	1500.00		

Owner (Insured):Colin Mc Culley
1344 Greystone Dr
Plymouth, WI 53073
(920) 400-0186 Evening
(920) 400-0186 Cellular
colinmcculley@gmail.com**Inspection Location:**1344 Greystone Dr
Plymouth, WI 53073
Field
(920) 400-0186 Day**Repair Facility:**

BSOC

VEHICLE

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN:	5FNRL5H62CB118089	Production Date:		Interior Color:	
License:	456PLG	Odometer:	133083	Exterior Color:	SILVER
State:	WI	Condition:			

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE

KEYLESS ENTRY

MESSAGE CENTER

POWER DRIVER SEAT

POWER WINDOWS

POWER LOCKS

POWER MIRRORS

HEATED MIRRORS

POWER TRUNK/LIFTGATE

CRUISE CONTROL

INTERMITTENT WIPERS

TILT WHEEL

TELESCOPIC WHEEL

STEERING WHEEL TOUCH
CONTROLS

CONSOLE/STORAGE

HOME LINK

INSTRUMENT PANEL

TRACTION CONTROL

STABILITY CONTROL

ALARM

AIR CONDITIONING

CLIMATE CONTROL

REAR DEFOGGER

HANDS FREE DEVICE

RADIO

AM RADIO

FM RADIO

STEREO

SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION

SATELLITE RADIO

ROOF

ELECTRIC GLASS ROOF

SAFETY

DRIVERS SIDE AIR BAG

PASSENGER AIR BAG

FRONT SIDE IMPACT AIR BAGS

HEAD/CURTAIN AIR BAGS

PAINT

CLEARCOAT PAINT

FRONT END

POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS

PRIVACY GLASS

SEATS

LEATHER SEATS

POWER PASSENGER SEAT

HEATED SEATS

RETRACTABLE SEATS

3RD ROW SEAT

CAPTAIN CHAIRS (2)

REAR CONVENIENCE

DUAL AIR CONDITIONING

DUAL POWER SLIDING DOORS

REAR END

BACKUP CAMERA

REAR WINDOW WIPER

REAR SPOILER

WHEELS

4-WHEEL DISC BRAKES

ALUMINUM/ALLOY WHEELS

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	* <>	Rpr Bumper cover w/o park sensor	04711TK8A91ZZ			2.0	2.5
		NOTE: Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
3	*	Add for Clear Coat					1.2
4		R&I R&I bumper cover	04711TK8A91ZZ			1.0	
5		R&I Air deflector	71110TK8A00			0.2	
6		R&I License mount	71180TK8A00			0.2	
7		R&I Center grille	71102TK8A00			0.2	
8		R&I RT Outer grille	71103TK8A00			0.1	
9		R&I LT Outer grille	71108TK8A00			0.1	
10		FRONT LAMPS					
11		R&I LT R&I headlamp assy	33150TK8A01			0.3	
12		FENDER					
13	*	Rpr LT Fender	60260TK8A90ZZ			1.5	1.9
		NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed					
14		Overlap Major Non-Adj. Panel					-0.2
15		Add for Clear Coat					0.3
16	*	R&I LT Fender liner - Loosen	74151TK8A00			0.2	
17		PILLARS, ROCKER & FLOOR					
18	*	R&I LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
19		MISCELLANEOUS OPERATIONS					
20	#	Repl Corrosion protection		1	10.00 T	0.2	
21	#	Refn Cover Car					0.2
22	#	Subl Flex Additive		1	5.00 T		
23		OTHER CHARGES					
24	#	E.P.C.		1	3.00		
SUBTOTALS					18.00	6.2	5.9

NOTES

Prior Damage Notes:
 NO UPD FOUND IN PHOTOS

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	6.2 hrs @	\$ 60.00 /hr	372.00
Paint Labor	5.9 hrs @	\$ 60.00 /hr	354.00
Paint Supplies	5.9 hrs @	\$ 40.00 /hr	236.00
Miscellaneous			15.00
Other Charges			3.00
Subtotal			980.00
Sales Tax	\$ 980.00 @	5.0000 %	49.00
County Tax	\$ 980.00 @	0.5000 %	4.90
Total Cost of Repairs			1,033.90
Deductible			1,500.00
Total Adjustments			1,500.00
Net Cost of Repairs			-466.10

This is not an authorization to repair.

All GEICO customers have the right to have their vehicle repaired in the shop of their choice.

No Supplement will be honored unless authorized by GEICO.

NOTICE: Vehicles constructed of special metals may require the use of specialized welding and bonding equipment. Proper measuring and structural repair systems are required on today's vehicle to accurately accomplish vehicle repairs. Make sure your shop has the proper equipment to repair your vehicle.

ALTERNATE PARTS DISCLAIMER:

IF A QUALITY REPLACEMENT PART (A/M, LKQ, RECOND OR OPT OEM) APPEARS ON THIS ESTIMATE, IT INDICATES THAT THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. GUARANTEES, IF ANY, APPLICABLE TO THESE REPLACEMENT CRASH PARTS ARE PROVIDED BY THE PART MANUFACTURER OR DISTRIBUTOR RATHER THAN BY THE MANUFACTURER OF YOUR VEHICLE.

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Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

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

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4429, CCC Data Date 12/09/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

Claim #:
Workfile ID:

0630654660000002
d1157ba5

Item 7.

Estimate of Record

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

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

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BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



Claim Number	: 0630654660000002-01
Version	:
Image FileName	: backdrivercorner
Image Label	: Driver Side Rear
Insured	: Mc Culley, Colin
Policy Number	: 4545302160
Claimant	: Mc Culley, Colin
Year	: 2012
Make	: Honda
Model	: Odyssey EX-L
VIN	: 5FNRL5H62CB118089
Loss Date	: 10/29/2021
Appraiser	: SIMMONS, TOBY
Photo Added Date	: 12/16/2021

GEICO

WISCONSIN

For supplements visit:partners.geico.com

PO BOX 1231

Manitowoc, WI 54221

Phone: (920) 412-8102

 Claim #: 0630654660000002-01
 Workfile ID: d1157ba5
Supplement of Record 1 Summary
 Written By: JEFFREY SCHMITZ, 2/9/2022 11:56:04 AM
 Adjuster: Simmons, Toby

Insured:	Colin Mc Culley	Owner Policy #:	4545302160	Claim #:	0630654660000002-01
Type of Loss:	Collision	Date of Loss:	10/29/2021 02:13 PM	Days to Repair:	3
Point of Impact:	12 Front	Deductible:	1500.00		

Owner (Insured):
 Colin Mc Culley
 1344 Greystone Dr
 Plymouth, WI 53073
 (920) 400-0186 Evening
 (920) 400-0186 Cellular
 colinmcculley@gmail.com
Inspection Location:
 MIKE BURKART FORD
 3110 COUNTY RD PP
 PLYMOUTH, WI 53073
 Repair Facility
 (920) 893-6961 Evening
Appraiser Information:

(920) 412-8102

Repair Facility:
 MIKE BURKART FORD
 3110 COUNTY RD PP
 PLYMOUTH, WI 53073
 (920) 893-6961 Evening
 391027312 Federal ID
 Mark Leonhard
 <markl@burkartford.com>
VEHICLE

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

VIN:	5FNRL5H62CB118089	Production Date:		Interior Color:	
License:	456PLG	Odometer:	133083	Exterior Color:	SILVER
State:	WI	Condition:			

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE

KEYLESS ENTRY

MESSAGE CENTER

POWER DRIVER SEAT

POWER WINDOWS

POWER LOCKS

POWER MIRRORS

HEATED MIRRORS

POWER TRUNK/LIFTGATE

CRUISE CONTROL

INTERMITTENT WIPERS

TILT WHEEL

TELESCOPIC WHEEL

STEERING WHEEL TOUCH CONTROLS

HOME LINK

INSTRUMENT PANEL

TRACTION CONTROL

STABILITY CONTROL

ALARM

AIR CONDITIONING

CLIMATE CONTROL

REAR DEFOGGER

HANDS FREE DEVICE

RADIO

AM RADIO

FM RADIO

STEREO

SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION

ROOF

ELECTRIC GLASS ROOF

SAFETY

DRIVERS SIDE AIR BAG

PASSENGER AIR BAG

FRONT SIDE IMPACT AIR BAGS

HEAD/CURTAIN AIR BAGS

PAINT

CLEARCOAT PAINT

FRONT END

POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS

PRIVACY GLASS

LEATHER SEATS

POWER PASSENGER SEAT

HEATED SEATS

RETRACTABLE SEATS

3RD ROW SEAT

CAPTAIN CHAIRS (2)

REAR CONVENIENCE

DUAL AIR CONDITIONING

DUAL POWER SLIDING DOORS

REAR END

BACKUP CAMERA

REAR WINDOW WIPER

REAR SPOILER

WHEELS

4-WHEEL DISC BRAKES

ALUMINUM/ALLOY WHEELS

Claim #:
Workfile ID:

0630654660000002
d1157ba5

Item 7.

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

CONSOLE/STORAGE

SATELLITE RADIO

SEATS

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

Line		Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	FRONT BUMPER							
2		S01	O/H front bumper				1.8	
3		R&I	Air deflector	71110TK8A00			Incl.	
4		R&I	Center grille	71102TK8A00			Incl.	
5		R&I	RT Outer grille	71103TK8A00			Incl.	
6		R&I	LT Outer grille	71108TK8A00			Incl.	
7	** <>	S01	Repl A/M Bumper cover w/o park sensor	HO1000293	1	418.00	Incl.	3.0
			NOTE: MORE COST EFFECTIVE TO REPLACE					
8		S01	Add for Clear Coat					1.2
9	**	S01	Repl A/M License mount	HO1068115	1	13.65	0.2	
			NOTE: HIDDEN DAMAGE					
10	**	S01	Repl A/M LT Spacer	HO1042138	1	15.75	0.1	
			NOTE: HIDDEN DAMAGE					
11	GRILLE							
12	**	S01	Repl A/M Grille	HO1200207	1	127.00	0.7	
			NOTE: HIDDEN DAMAGE					
13	FRONT LAMPS							
14		R&I	LT R&I headlamp assy	33150TK8A01			0.3	
15	FENDER							
16	*	S01	Rpr LT Fender	60260TK8A90ZZ			2.0	1.9
			NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed AGREED TO MORE TIME					
17		S01	Overlap Major Non-Adj. Panel					-0.2
18			Add for Clear Coat					0.3
19	**	S01	Repl A/M LT Fender liner	HO1248141	1	102.00	0.4	
			NOTE: HIDDEN DAMAGE					
20	*	S01	R&I Mud guard front & rear set	08P00TK8100			0.2	
			NOTE: LF ONLY					
21	PILLARS, ROCKER & FLOOR							
22	*		R&I LT Rocker molding gray texture - Loosen	71850TK8A00ZA			0.2	
23		S01	R&I LT Glass assy Honda	73370TK8A01			1.0	
			NOTE: REMOVAL FOR REPAIR					
24	MISCELLANEOUS OPERATIONS							
25	#		Repl Corrosion protection		1	10.00 T	0.2	
26	#		Refn Cover Car					0.2
27	#		Subl Flex Additive		1	5.00 T		
28	#	S01	Repl Glass Installation Kit		1	25.00		
			NOTE: FOR LT PILLAR GLASS					
29	OTHER CHARGES							

Claim #:

0630654660000002

Item 7.

Workfile ID:

d1157ba5

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

30	#	E.P.C.	1	3.00		
SUBTOTALS				719.40	7.1	6.4

NOTES

Prior Damage Notes:

NO UPD FOUND IN PHOTOS

ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				701.40
Body Labor	7.1 hrs	@	\$ 60.00 /hr	426.00
Paint Labor	6.4 hrs	@	\$ 60.00 /hr	384.00
Paint Supplies	6.4 hrs	@	\$ 40.00 /hr	256.00
Miscellaneous				15.00
Other Charges				3.00
Subtotal				1,785.40
Sales Tax	\$ 1,785.40	@	5.0000 %	89.27
County Tax	\$ 1,785.40	@	0.5000 %	8.93
Total Cost of Repairs				1,883.60
Deductible				1,500.00
Total Adjustments				1,500.00
Net Cost of Repairs				383.60

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

SUPPLEMENT SUMMARY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
Changed Items							
5		R&I Air deflector	71110TK8A00			-0.2	
3	S01	R&I Air deflector	71110TK8A00			Incl.	
7		R&I Center grille	71102TK8A00			-0.2	
4	S01	R&I Center grille	71102TK8A00			Incl.	
8		R&I RT Outer grille	71103TK8A00			-0.1	
5	S01	R&I RT Outer grille	71103TK8A00			Incl.	
9		R&I LT Outer grille	71108TK8A00			-0.1	
6	S01	R&I LT Outer grille	71108TK8A00			Incl.	
13	*	Rpr LT Fender	60260TK8A90ZZ			-1.5	-1.9
NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed							
16	*	S01 Rpr LT Fender	60260TK8A90ZZ			2.0	1.9
NOTE: LABOR: Time is after bumper cover, headlamp and rocker molding are removed Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed AGREED TO MORE TIME							
Deleted Items							
2	* <>	Rpr Bumper cover w/o park sensor	04711TK8A91ZZ			-2.0	-2.5
NOTE: Adjusted base coat application, based upon area of repairs needed. Full clear coat allowed							
3	*	Add for Clear Coat					-1.2
4		R&I R&I bumper cover	04711TK8A91ZZ			-1.0	
6		R&I License mount	71180TK8A00			-0.2	
14		Overlap Major Non-Adj. Panel					0.2
16	*	R&I LT Fender liner - Loosen	74151TK8A00			-0.2	
Added Items							
2	S01	O/H front bumper				1.8	
7	** <>	S01 Repl A/M Bumper cover w/o park sensor	HO1000293	1	418.00	Incl.	3.0
NOTE: MORE COST EFFECTIVE TO REPLACE							
8	S01	Add for Clear Coat					1.2
9	**	S01 Repl A/M License mount	HO1068115	1	13.65	0.2	
NOTE: HIDDEN DAMAGE							
10	**	S01 Repl A/M LT Spacer	HO1042138	1	15.75	0.1	
NOTE: HIDDEN DAMAGE							
11	GRILLE						
12	**	S01 Repl A/M Grille	HO1200207	1	127.00	0.7	
NOTE: HIDDEN DAMAGE							
17	S01	Overlap Major Non-Adj. Panel					-0.2
19	**	S01 Repl A/M LT Fender liner	HO1248141	1	102.00	0.4	
NOTE: HIDDEN DAMAGE							

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

20	*	S01	R&I	Mud guard front & rear set	08P00TK8100		0.2
				NOTE: LF ONLY			
23		S01	R&I	LT Glass assy Honda	73370TK8A01		1.0
				NOTE: REMOVAL FOR REPAIR			
28	#	S01	Repl	Glass Installation Kit		1	25.00
				NOTE: FOR LT PILLAR GLASS			
				SUBTOTALS	701.40	0.9	0.5

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

TOTALS SUMMARY

Category	Basis			Rate	Cost \$
Parts					701.40
Body Labor	0.9 hrs	@		\$ 60.00 /hr	54.00
Paint Labor	0.5 hrs	@		\$ 60.00 /hr	30.00
Paint Supplies	0.5 hrs	@		\$ 40.00 /hr	20.00
Subtotal					805.40
Sales Tax	\$ 805.40	@		5.0000 %	40.27
County Tax	\$ 805.40	@		0.5000 %	4.03
Total Supplement Amount					849.70
NET COST OF SUPPLEMENT					849.70

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

Estimate	1,033.90	TOBY SIMMONS
Supplement S01	849.70	JEFFREY SCHMITZ
Workfile Total:	\$ 1,883.60	
TOTAL ADJUSTMENTS:	\$ 1,500.00	
NET COST OF REPAIRS:	\$ 383.60	

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

This is not an authorization to repair.

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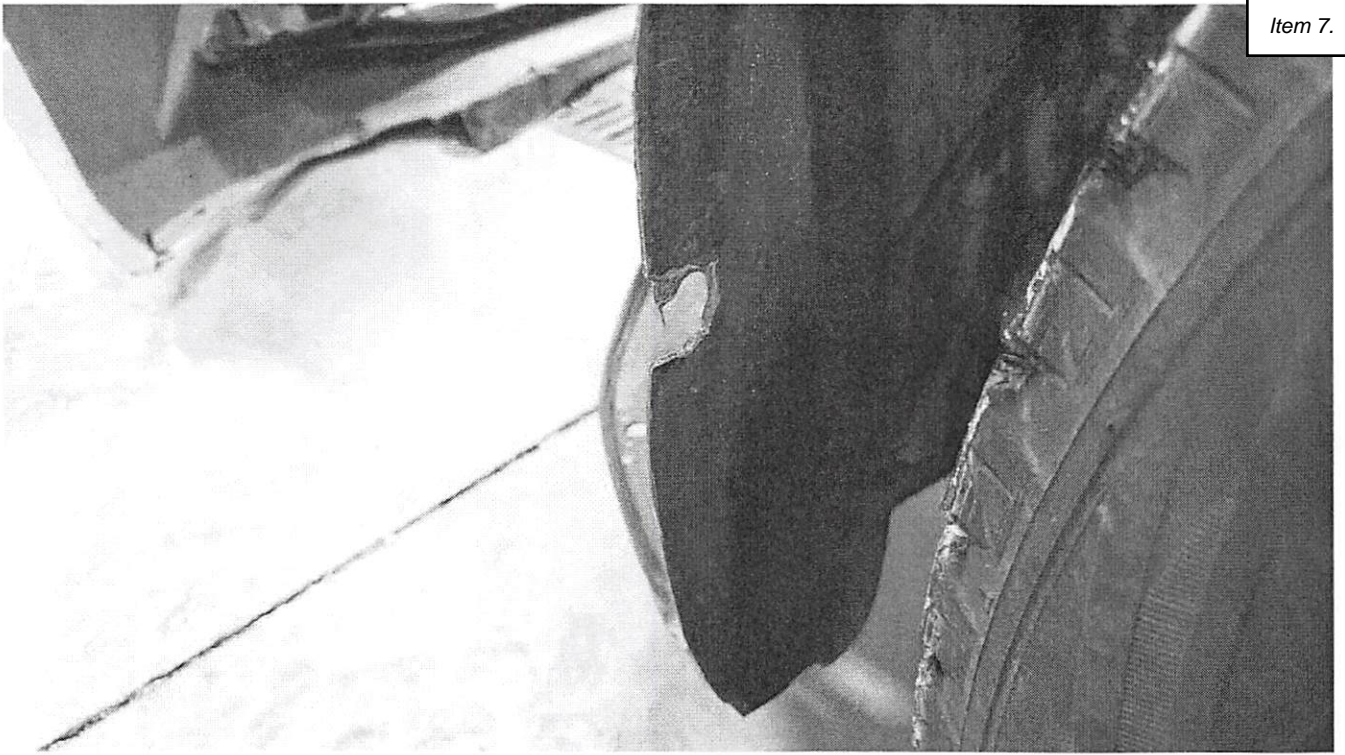
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Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection SILVER

ALTERNATE PARTS SUPPLIERS

Line	Supplier	Description	Price
7	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1000293 A/M Bumper cover w/o park sensor Quote: 1166779092 Expires: 03/24/22	\$ 418.00
9	National Autobody Parts Ship DFW 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#HO1068115 A/M License mount Quote: 1135088785 Expires: 02/14/22	\$ 13.65
10	National Autobody Parts Ship DFW 2000 E Main Street Grand Prairie TX 75050 (800) 214-7222	#HO1042138 A/M LT Spacer Quote: 1135088785 Expires: 02/14/22	\$ 15.75
12	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1200207 A/M Grille Quote: 1166779092 Expires: 03/24/22	\$ 127.00
19	KEYSTONE-MILWAUKEE, WI 4410 N. 132ND STREET, SUITE A BUTLER WI 53007 (414) 463-1019	#HO1248141 A/M LT Fender liner Quote: 1166779092 Expires: 03/24/22	\$ 102.00



Item 7.

Claim Number 0630654660000002
Pay To The Order Of Colin Patrick Mc Culley

Item 7.

Financials	
Gross Amount	\$383.60
Net Amount	\$383.60
Backup Withholding	\$0.00

Payment Identification	
Issued Date	02/11/2022
Mail To Name	Colin Patrick Mc Culley
Mail To Address	1344 Greystone Dr, Plymouth, WI, 53073-4573
Memo	Collision Coverage
Payment Type	Customer Choice
Check Number	230974760

Related Documents	
Document Name	

Reserve Line Allocation			
Exposure	Reserve Line	Cost Type	Amount
Colin Patrick Mc Culley - Collision (2012 HONDA)	Collision	Loss	\$383.60

VI

R. C. No. 266 - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
April 18, 2022.

Your Committee to whom was referred R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC); recommends referring to Finance and Personnel Committee of the 2022-2023 Council.

F+P
2022-2023 Council

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

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Item 8.

R. O. No. 122 - 21 - 22. By City Clerk. February 7, 2022.

Submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC).

FAP

CITY CLERK

Reinhart Boerner Van Deuren s.c.
P.O. Box 2965
Milwaukee, WI 53201-2965

1000 North Water Street
Suite 1700
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January 31, 2022

Kristina E. Somers
Direct Dial: 414-298-8249
ksomers@reinhartlaw.com

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

Ms. Meredith DeBruin
Clerk
City of Sheboygan
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Process Server 
Date: 1/31/22 Time: 11:38 am
☐ Personal ☐ Substitute
☐ Posted ☒ Corporate

Dear Ms. DeBruin:

Re: Midstate Amusement Games, LLC
Account Nos. 59281860858P and
59281860857P

On behalf of Midstate Amusement Games, LLC ("Claimant"), we hereby serve this claim of unlawful tax ("Claim") on the City of Sheboygan ("City") with respect to the above-referenced personal property account ("Property"). You are directed to serve a copy of any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought pursuant to Wis. Stat. § 74.35 for a refund of unlawful taxes collected from the Claimant by the City for the 2021 tax year, plus interest as provided by law, with respect to certain property located in the City and known by the personal property tax Account Numbers 59281860858P and 59281860857P.

2. At all times relevant to this Claim, the Claimant was the owner of the Property, was responsible for the payment of taxes imposed with respect to the Property and the prosecution of tax disputes involving the Property, and is authorized to bring this Claim in its own name.

3. The City is a body corporate and politic, duly organized as a municipal corporation under Wisconsin law, with its principal office located at 828 Center Avenue, Suite 103, Sheboygan, Wisconsin 53081.

4. The basis for this Claim is that one or more palpable errors specified in Wis. Stat. § 74.33(1) were made. Specifically, the Property included machinery, tools and/or patterns exempt from taxation pursuant to Wis. Stat. § 70.111(27); the Property included assets no longer

Ms. Meredith DeBruin
January 31, 2022
Page 2

used in a trade or business as of the assessment date; the Property included real property that was not subject to personal property tax and was, therefore, subject to double taxation; and/or the assessment of the Property violated the Uniformity, Due Process and Equal Protection clauses of the Wisconsin Constitution.

5. The Claimant timely filed Statements of Personal Property on which the Claimant reported all of its assessable personal property located within the City as of January 1, 2021 ("Statements"). The Statements properly excluded personal property that was exempt by law from taxation.

6. Notwithstanding the Statement, the City assessed the Property subject to this claim at the following amounts as of January 1, 2021 ("Assessed Values"):

Account No.	Assessment
59281860858P	\$600,000
59281860857P	\$ 14,150

7. Based on the Assessed Values, the City issued the Claimant 2021 tax bills in the following amounts ("Tax Bills"):

Account No.	Tax
59281860858P	\$15,726.25
59281860857P	\$ 370.87

8. The Claimant timely paid the Tax Bills issued by the City, and is aggrieved by the levy and collection of an unlawful tax against the Property.

9. The amount of this Claim is \$16,097.12, plus interest.

By this letter, the Claimant stated a valid claim to recover the unlawful tax paid with respect to its Property. The Claimant respectfully requests the City to grant this Claim within 90 days from the date of service hereof.

Yours very truly,


Kristina E. Somers



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January 31, 2022
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Yours very truly,


Kristina E. Somers

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: R.O. No. 122-21-22 is a claim from Midstate Amusement Games LLC, represented by Reinhart, Boerner, Van Deuren, s.c. for alleged unlawful 2021 property tax assessments.

REPORT PREPARED BY: Margo Wagner, Financial Reporting Analyst

REPORT DATE: June 15, 2022

MEETING DATE: June 27, 2022

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

R.O. No. 122-21-22 is a claim from Midstate Amusement Games LLC, represented by Reinhart, Boerner, Van Deuren, s.c. for alleged unlawful 2021 property tax assessments.

STAFF COMMENTS:

City staff have reviewed the above claim and under authorization of City Administrator Todd Wolf in consultation with the City Attorney and the Finance Department have denied the claim listed above.

ACTION REQUESTED:

Motion to recommend the Common Council receive and file the following documents:
R.O. No. 122-21-22

ATTACHMENTS:

- I. R.O. No. 122-21-22

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 26 - 22 - 23. By FINANCE DIRECTOR. June 27, 2022.

Submitting a report in response to a request for direction from the Finance and Personnel Committee on the steps moving forward to complete the compensation study and wage scale adoption.

BACKGROUND / ANALYSIS:

In April 2021, the City contracted with the consulting firm, Carlson-Dettmann, to conduct a full classification and compensation study for all non-represented positions. This study's purpose was to determine the comparability of the City's wage rates with that of other municipalities and, to the extent possible, the private sector for the purposes of developing a new pay plan for the City. The result of this study was a proposed wage schedule that was presented to Department Heads, Finance and Personnel Committee and Common Council.

On Monday, June 20th, the Common Council considered R.C. No. 33-23-23, which would have adopted the updated wage classifications and steps as part of the 2022 City compensation program. It was voted to be referred back to this Committee for additional evaluation and review to gain the confidence of both Council and staff.

The below items have been communicated for staff to address:

- Human Resource professional involvement
- Request for a Council meeting with a representative on-site from Carlson-Dettmann available to answer questions and address concerns
- Communication of the process and results to Common Council and all affected staff
- Need for understanding related to data and formulas used to classify positions
- Explore if separate scales should be considered for different departments/areas
- Recognition of staff's seniority in the implementation plan
- Possible verbal interviews by consultant with staff
- Financial impact on the City's budget

STAFF COMMENTS:

To successfully move forward in this process, it is imperative to receive clear expectations and direction from Council members to alleviate any concerns surrounding the process or the results. Though the above listing has been compiled, the Finance and Personnel Committee may need to elaborate on all or some items to define minimum requirements needing to be met in order for confidence to be gained.

F+P

ACTION REQUESTED:

Staff is requesting well-defined direction from the Finance and Personnel Committee on the requirements to complete this study and come to an agreeable compensation plan.

Finance Director

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: DIRECT REFERRAL: Res. No. 33-22-23, a Resolution authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.

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

REPORT DATE: June 24, 2022

MEETING DATE:

June 27, 2022

FISCAL SUMMARY:

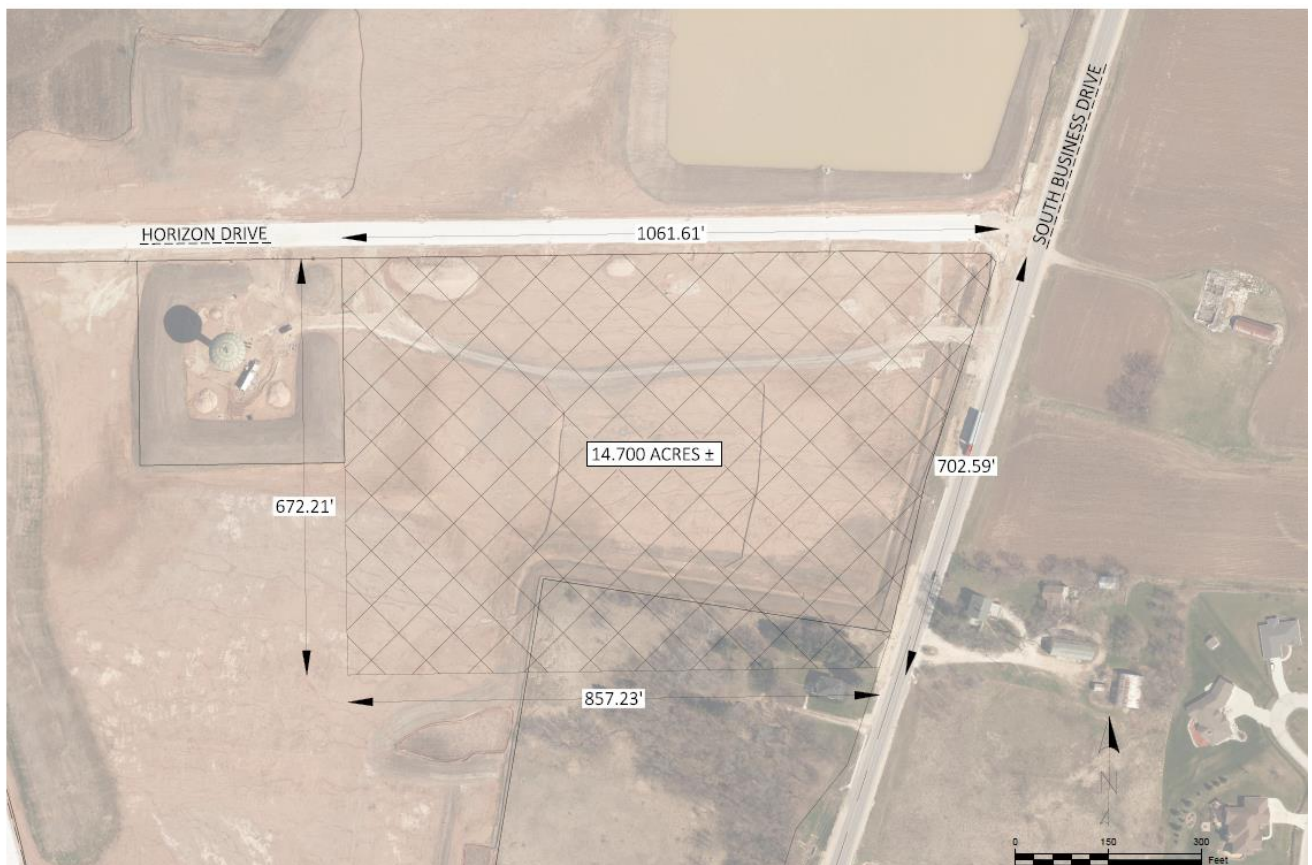
Budget Line Item:
 Budget Summary: N/A
 Budgeted Expenditure: N/A
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes:
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

In April 2022, the Common Council approved an offer to purchase with Sheboygan Southpoint Development, LLC to sell 14.7 acres in the SouthPointe Enterprise Campus. The offer to purchase referenced the execution of a developer's agreement. The proposed project is to construction a 100,000 square foot spec industrial building at the corner of South Business Drive and Horizon Drive as shown below:



The terms of the agreement include:

- Developer to construct a 100,000 square foot spec industrial building- meaning they will build the shell of the building and search for tenants to build out the interior space to the tenants needs.
- Sale of the lot for \$25,000 per acre for a total of the \$367,500
- City to put the sale proceeds in an escrow account to be paid to the developer when construction begins as part of total development incentive.
- Developer to invest \$7.9 million in hard and soft costs.
- City to provide up to 20% incentive with a maximum of the \$1,580,000 including the upfront payment of the land costs.
- Building will be developed such that it can be expanded an additional 50,000 to 100,000 square feet.
- Based on a value of the \$7.9 million, the project should generate

STAFF COMMENTS:

This will be the first building in the new campus. City staff have worked aggressively to come up with plan that works both for the developer and the city with the rising interest costs, supply chain issues, and changing construction costs.

ACTION REQUESTED:

Motion to recommend Common Council to approve Res. No. 33-23-23 a Resolution authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.

ATTACHMENTS:

- I. Res. No. 33-22-23

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 33 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
June 27, 2022.

A RESOLUTION authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.

WHEREAS, this Development Agreement was previously discussed with the Common Council in closed session on September 20, 2021; and

WHEREAS, the primary change to the agreement previously discussed is an increase in the incentive cap.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement Between Sheboygan Southpoint Development, LLC and the City of Sheboygan regarding proposed development in the Sheboygan Enterprise campus, a copy of which is attached hereto and incorporated herein.

F&P

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DEVELOPMENT AGREEMENT
BETWEEN
SHEBOYGAN SOUTHPOINT DEVELOPMENT, LLC
AND THE CITY OF SHEBOYGAN

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the ____ day of _____, 20__ by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Sheboygan Southpoint Development, LLC, a Wisconsin limited liability corporation with its registered agent's office located at c/o G&K Wisconsin Services, LLC, 200 S. Washington St., Suite 100, Green Bay, WI 54301 (hereinafter "Developer").

RECITALS

Developer has proposed building a 100,000 square foot stucco and metal exterior "spec" industrial building in the City's SouthPointe Enterprise campus with the goal of attracting a tenant during or shortly after construction (the "Project.") The building would be designed in such a manner that it could be expanded by another 50,000 to 100,000 square feet.

As part of the Project, Developer has agreed to purchase from the City approximately 14.7 acres of land in the SouthPointe Enterprise Campus (the "Property") for \$367,500, to reimburse the city for any brokerage fees related to the sale of the property, and to expend \$7,900,000 in hard and soft costs to develop and construct the building. Said Development shall take place in Tax Incremental Financing District 18 (TID 18). In exchange for said Development, the City agrees to make an initial payment in the amount of \$367,500 after construction begins and annual payments after the first full year of completion totaling 20% of Tax Incremental Value in equal amounts for a total of ten years ("Development Incentive Payments") to reimburse Developer for the costs of engaging in the Development ("Project Costs.") Said payments shall be made in accordance with State Tax Increment Law, in order to further create incentives and opportunities for appropriate private development, including the development that is the subject of this agreement, which will contribute to the overall development of the City. The sum total of all payments to be made by the City to the Developer shall be capped at One Million Five Hundred Eighty Thousand (\$1,580,000) Dollars.

The City is authorized, by Section 66.1105(9)(a) of Wisconsin Statutes, as amended, to pay the Project Costs from the special fund of TID 18 or from the proceeds of municipal obligations issued under Wisconsin Statutes, as amended.

The City is authorized by Section 66.1105(3)(e) of Wisconsin Statutes, as amended, to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of the Project Plan for TID 18, as it may be amended.

The Project to be undertaken by the Developer, as described herein, is of particular importance to the City and provides special benefits to the City because of its location in the City's new SouthPointe Enterprise Campus, because it will serve to encourage further development within the campus.

The Project Plan includes "Development Incentive Payments" as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID 18 and to facilitate the implementation of TID 18's Project Plan, as it may be amended, and the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

It is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound growth of the City's downtown area.

AGREEMENT

NOW, THEREFORE, in consideration of the Recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended or supplemented.

"Developer" means Sheboygan Southpoint Development, LLC and its permitted successors and assigns.

"Development Incentive Payment" means payments in the maximum amount of One Million Five Hundred Eight Thousand Dollars (\$1,580,000) paid by the City to Developer pursuant to the terms in Article VI below.

"Events of Default" means any of the events described in Article X hereof.

"Hard costs" means funds spent physically constructing the Project. Such costs may include site work; remediation; architectural and civil costs; remediation; utilities serving the Project; contractor, subcontractor, and construction management fees; storm water facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds; and all labor and materials required.

"Investment" means all costs and expenditures made or incurred from the date of this Agreement and on or before the completion date of the construction of all buildings on the Project Site as required by this Agreement. Such costs and expenditures shall not include the purchase price of the land, inventory, moveable equipment, or personal property items.

"Plans and Specifications" means the plans and specifications for the Project prepared by the Developer which have previously been approved by the City Plan Commission in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer herein for construction of a 100,000 square foot stucco and metal exterior "spec" industrial building upon 14.7 acres of

land to be purchased by the Developer in the City's SouthPointe Enterprise campus (the "Property"), constructed in a manner so as to facilitated expansion of the building by another 50,000 to 100,000 square feet.

"Soft Costs" means funds reasonably required to be spent in support of the physical construction of the Project. Such costs may include acquisition costs, appraisals, title insurance, document recording, legal and accounting costs, permit costs, financing costs, and property insurance, but shall not include real property or personal property taxes.

"Tax Incremental Value" means the assessed value of the Property as of January 1 of the year following completion of construction of the Project and the issuance of an occupancy permit by the City, less the assessed value of the Property as of January 1, 2022.

"TID Project Plan" means the Project Plan for proposed Tax Incremental Financing District No. 18 of the City of Sheboygan, Wisconsin.

ARTICLE II. OVERVIEW OF THE PROJECT

The Project consists of the purchase from the City of 14.7 acres of land in the SouthPointe Enterprise Campus (the "Property") and the construction thereupon of a 100,000 square foot stucco and metal exterior "spec" industrial building.") The building would be designed in such a manner that it could be expanded by another 50,000 to 100,000 square feet. Construction shall be completed by November 30, 2023 at an estimated total project cost of \$7,900,000.

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer makes the following representations and warranties which the City may rely upon in entering into this and all other agreements with the Developer and granting all approvals, permits and licenses for the Project.

(A) Developer is a duly organized and existing limited liability company in current status under the laws of the State of Wisconsin.

(B) The execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized and approved by Developer, and no other or further acts or proceedings of Developer are necessary to authorize and approve the execution, delivery and performance of this Agreement and the matters contemplated hereby. This Agreement, and the exhibits, documents and instruments associated herewith and made a part hereof, have been duly executed and delivered by Developer and constitute the legal, valid and binding agreement and obligation of Developer, enforceable against it in accordance with their respective terms, except as the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditors' rights generally, and by general equitable principles.

(C) There are no lawsuits filed or pending, or to the knowledge of Developer, threatened against Developer that may in any way jeopardize the ability of Developer to perform its obligations hereunder.

(D) Developer has sufficient funds through equity investment in Developer and through lending sources for the completion of the Project, and Developer shall, from time to time upon the request of the City, provide evidence thereof satisfactory to the City. The Developer shall promptly notify the City of any material adverse change in the Developer's financial condition.

(E) The Project to be constructed will be fully subject to taxation under Wisconsin Property Tax Laws. Developer, for itself, its successors and assigns, shall take no action(s), and shall neither take any action(s) or file any claim(s) seeking, promoting or encouraging exemption of the Project in whole or part from taxability under Property Tax Laws, nor shall it advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

4.1 Purchase of the Property. The Developer shall close on the purchase from the City within ninety days of the date of this Agreement of approximately 14.7 acres of land in the

SouthPointe Enterprise Campus. Developer shall pay \$367,500.00 and reimburse the city for any brokerage fees related to the sale of the property.

4.2 Construction of the Project. The Developer shall commence construction of the Project within sixty days after closing of the purchase of the Property. Developer shall complete construction by November 1, 2023.

4.3 Compliance with Codes, Plans and Specifications, Etc. The building and other improvements to be constructed upon the Property, the construction thereof, and their uses shall comply with all applicable codes and ordinances of the City, and with all pertinent provisions of this Agreement, the Development Plan, The TID 18 Project Plan, and the Plans and Specifications. The acceptance of this Agreement and granting of any and all approvals, licenses and permits by the City shall not obligate the City to grant any variances, exceptions or conditional use permits, or approve any building the City determines not to comply with the City codes and ordinances. All work done by or for Developer shall be in accordance with all applicable City codes and ordinances, the Plans and Specifications, and other applicable laws and regulations. All plans for each aspect of the work must be approved by the City (which may delegate such approvals to its staff in accordance with City codes, ordinances and policies). If permits or approvals are required for any such work, issuance of such permits or approvals is a condition to commencement of such work, and Developer will at its sole cost and expense take such action as required to seek such approvals and permits.

4.4 Taxability of the Project. Developer hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer shall take no action at Open Book, Board of Review, or in Circuit Court to reduce the assessed valuation of the Project to a value lower than that necessary to create a Tax Incremental Value less than the sum of the Minimum Investment amount as defined in Article V. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate directly any position or change in state law which would jeopardize or call into question the taxability of the Project or eliminate real estate or personal property taxation in the State of Wisconsin. This section shall remain in place until all payments to be made by the City pursuant to this Agreement have been made.

4.5 Payments in Lieu of Taxes. Notwithstanding the above, in the event that the Project is determined at any time to be exempt from real and/or personal property taxation under state law, or in the event that a particular tax is eliminated or repealed, Property Owner, for itself and its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

4.6 Good Faith Hiring and Contracting Efforts. Developer agrees to exercise good faith in striving whenever possible to hire, retain, and contract with qualified individuals and businesses residing and/or based in the City of Sheboygan, as well as veteran- and minority-owned businesses. Developer agrees to undertake reasonable efforts to make opportunities known and available to local residents and businesses, such as advertising in publications and internet resources frequented by such residents and businesses.

ARTICLE V. DEVELOPER GUARANTEE TO CITY

Developer for itself, its successors and assigns, hereby guarantees to construct or provide for private construction of the Project with an Investment of no less than Six Million Seven Hundred and Fifty Thousand (6,750,000.00) Dollars within 15 months after commencement of construction. Developer shall provide the City a statement of its investment in the Project Site, computed in accordance with this section, no later than sixty (60) days after the completion date of construction of the Improvements on the Project Site as required by the Agreement, or such later date as the parties may hereafter agree. Such statement shall be certified by a certified public accountant.

If the Tax Incremental Value of the buildings and other Improvements on the Project Site, as determined by the City Assessor's office for real estate tax purposes, is equal to or greater than \$6,750,000 on January 1, 2024, or such later date as the parties may hereafter agree, then the Developer shall be deemed to have satisfied its obligation with respect to Minimum Investment.

ARTICLE VI. DEVELOPMENT INCENTIVE

6.1 Incentive Payment. The City agrees to make payments to the developer as follows:

- a) Within sixty days after the issuance of all necessary construction permits and commencement of construction by Developer, the City shall make a payment in the amount of \$367,500 to Developer. Such amount represents the amount paid by the Developer for the Property.
- b) Upon satisfaction of Developer's obligations with respect to the Investment provisions contained in Article V herein, the City will further make up to ten annual payments to the Developer on or before September 30 of each year in the amount equal to one tenth (1/10th) of twenty percent (20%) of the Tax Incremental Value in the first year of full assessment after construction less the \$367,500 initial payment, except that in no case shall the amount paid in any given year exceed an amount equivalent to 95% of the tax increment (excess taxes generated as a result of a positive Tax Incremental Value) generated by the project in that year. Payment by the City of the annual payments herein provided shall only be made if the Developer has paid current year property taxes related to the Property (real and personal) to the City in full. The City's obligation to make such annual payments shall terminate on the tenth year after the first annual payment.
- c) The initial payment of Three Hundred Sixty-Seven Thousand Five Hundred (\$367,500.00) Dollars and the ten annual payments shall together constitute the Development Incentive Payments. Said Development Incentive Payments shall be made as an inducement for the development of the Project. In no case shall the sum total of all payments exceed the lesser of 20% of the equalized Assessed value for the first year after full assessment after construction or One Million Five Hundred Eighty Thousand (\$1,580,000) Dollars.
- d) If the Developer has not completed the Project by November 1, 2023, then the City's obligation to make Development Incentive Payments hereunder shall terminate. Additionally, if the Developer has not completed the Project by, the Developer shall, within sixty days,

either return the initial payment of Three Hundred Sixty-Seven Thousand Five Hundred (\$367,500.00) Dollars, or deed the Property back to the City.

6.2 Purpose. The Development Incentive Payment made under this Agreement is provided by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop the Property in a manner that inures to the benefit of the general public. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

As a condition to each and all of the covenants, agreements and other obligations of the City under this Agreement, all of the following shall occur, in addition to all other requirements and conditions set forth in this Agreement:

- a) The Project shall be completed by November 1, 2023.
- b) All representations, guarantees, and warranties of Developer set forth in Articles III, IV, and V, and other representations and warranties in this Agreement and in all agreements expressly referred to herein shall be true, complete and correct.
- c) All covenants and obligations of Developer under this Agreement are duly performed, observed and satisfied.
- d) No Event of Default has occurred, or with the giving of notice or lapse of time would occur.

ARTICLE VIII. CONSTRUCTION PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

8.1. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the

Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be

deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide Development Incentive Payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project, that it agrees not to take any action that will change the taxability of the property, and that it shall insert deed restrictions in any subsequent transfer of any portion of the Project to ensure that all future owners, assignees, and title holders of record shall be bound by the requirements of this paragraph.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

8.2. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 501 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

ARTICLE IX. INDEMNIFICATION OF THE CITY

The Developer hereby indemnifies and holds harmless the City, its governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this section collectively referred to as the "Indemnified Parties"), against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the development of the Project, provided that the foregoing indemnification shall not be effective for any negligent acts of the Indemnified Parties in fulfilling the obligations of the City or its agents as set forth in this Agreement. Except for any willful misrepresentation or any willful misconduct of the Indemnified Parties, the Developer will protect and defend the Indemnified Parties from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the action or inaction of the Developer (or other persons acting on its behalf or under its direction or control) under this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership and operation of the Project. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City.

ARTICLE X. DEFAULT/REMEDIES

10.1 Events of Default. An Event of Default is any of the following:

- a) A failure by the Developer to cause substantial completion of the Project to occur pursuant to the terms, conditions and limitations of this Agreement, or the failure of the Developer to perform or observe any and all covenants, conditions, obligations or agreements on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the Developer of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the Developer commences to cure such matter within the forty-five (45) day period and thereafter

reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of written notice to Developer, then the event will not be an Event of Default.

- b) The failure by the City to observe or perform any other covenant, condition, obligation or agreement on its part to be observed or performed when and as required under this Agreement, in either case within forty-five (45) days after written notice to the City of such failure, provided that if such matter is not financial and cannot be cured within such forty-five (45) day period but if the City commences to cure such matter within the forty-five (45) day period and thereafter reasonably and continuously takes action to complete such cure and such cure is completed within ninety (90) days of the date of notice to the City, then the event will not be an Event of Default.
- c) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

10.2 Remedies on Default. Whenever an event of default occurs and is continuing, the other non-defaulting party may take any one or more of the following actions:

- a) The non-defaulting party may immediately suspend their performance under this Agreement from the time any notice of an Event of Default is given until they receive assurances from the defaulting party deemed adequate by the non-defaulting party, that the defaulting party will cure its default and continue its performance under this Agreement.
- b) The non-defaulting party may take any action, including legal or administrative action, in law or in equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the defaulting party under this Agreement.

10.3 No Remedy Exclusive. No remedy or right conferred upon or reserved to the City in this Agreement is intended to be exclusive of any other remedy or remedies, but each and every such right and remedy shall be cumulative and shall be in addition to every other right and remedy given under this Agreement now or hereafter existing at law or in equity or by

statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

10.4 No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

10.5 Agreement to Pay Attorneys' Fees and Expenses. Whenever any event of default occurs and either the non-defaulting party employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party shall, on demand thereof, pay the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

ARTICLE XI. FORCE MAJEURE

No party will be responsible to any other party for any resulting losses if the fulfillment of any of the terms of this Agreement (other than any financial obligation) is delayed or prevented by war, strikes, fires, floods, acts of God, and other reasons wholly without the control of the party with whose performance there was interference, and which, by the exercise of reasonable diligence, such party is unable to prevent, and the time for performance will be extended by the period of delay occasioned by any such cause.

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. 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 thereunder or with respect thereto, 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. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

12.2 Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties.

12.3 No Implied Approvals. Nothing herein 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 the Development Plan, Plans and Specifications, or any part thereof, 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.

12.4 No Assignment. Developer may not assign its rights in this Agreement without the express prior written consent of the City. Developer shall not sell, transfer or convey the Property unless and until an occupancy permit has been issued. No owner of the Property may subdivide the Property nor sell, transfer or convey less than the entire Property.

12.5 No Joint Venture. Neither anything in this Agreement nor any acts of the parties to this Agreement shall be construed by the parties or any third person to create the relationship of a partnership or joint venture between or among such parties.

12.6 Time of the Essence. Time is deemed to be of the essence with regard to all dates and time periods set forth herein or incorporated herein.

12.7 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

12.8 Notices. Any notice required hereunder shall be given in writing, signed by the party giving notice, personally delivered or mailed by certified or registered mail, return receipt requested, to the parties' respective addresses as follows:

To the City: City of Sheboygan, Wisconsin
828 Center Ave.
Sheboygan, WI 53081
Attn: City Clerk

with a copy to:
City Attorney
City of Sheboygan, Wisconsin
828 Center Ave., Suite 304.
Sheboygan, WI 53081

To the Developer: Consolidated Construction Co., Inc.
4300 N. Richmond St.
Appleton, WI 54913

12.9 Entire Agreement. This document and all other documents and agreements expressly referred to herein contain the entire agreement between the Developer and the City with respect to the matters set forth herein. This Agreement may be modified only by a writing signed by all parties.

12.10 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

12.11 Cooperation. The City and the Developer agree to cooperate in the prosecution of applications made by either party for any governmental certificates or approvals appropriate or necessary for the consummation of the transactions contemplated by this Agreement or the use and occupancy of the Property. The City and the Developer each will at any time, or from time to time at the written request of the other, sign and deliver such other documents as may be reasonably requested or as may be reasonably necessary or appropriate to give full effect to the terms and conditions of this Agreement.

12.12 Drafting. Each of the Parties hereto acknowledges that each Party was actively involved in the negotiation and drafting of this Agreement and that no law or rule of construction shall be raised or used in which the provisions of

this Agreement shall be construed in favor or against any Party hereto because one is deemed to be the author thereof.

12.13 Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed an original.

12.14 Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

12.15 Binding. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

12.16 Fees. Upon execution of this Agreement, and thereafter upon request of the City, the Developer shall reimburse the City for all legal, consulting and other fees and expenses incurred in connection with the preparation of this Agreement and other documents and agreements referred to herein up to a maximum of Five Thousand (\$5,000) Dollars.

This document consists of eighteen (18) pages, including the following signature page and excluding Exhibits.

SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith De Bruin, City Clerk

SHEBOYGAN SOUTHPOINT DEVELOPMENT, LLC

BY: _____
Its: Managing Member

ATTEST: _____
Its: _____

This document authorized by and in accordance with Res. No.
____-22-23.