



# SIXTEENTH REGULAR COMMON COUNCIL MEETING AGENDA

**November 20, 2023 at 6:00 PM**

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

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**"If everyone is moving forward together, then success takes care of itself." Henry Ford**

**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 16th Regular Meeting of the 2023-2024 Common Council at 6:00 PM, MONDAY, November 20, 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**

*Fifteenth Regular Council Meeting held on November 6, 2023*

**4. Appointment**

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

**5. Public Forum**

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

**6. Mayor's Announcements**

*Upcoming Community Events, Proclamations, Employee Recognitions*

## **CONSENT**

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

- 8.** R. O. No. 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.

- [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.
- [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.
- [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.
- [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.
- [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.
- [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; recommend filing the document.
- [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.
- [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.
- [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.
- [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.
- [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.

- [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.
- [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.
- [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.

## 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.

## 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. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [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.
- [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.

## **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.
- [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.
- [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).
- [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.

## **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**

#### **ADJOURN MEETING**

45. 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*

# FIFTEENTH REGULAR COMMON COUNCIL MEETING MINUTES

Monday, November 06, 2023

## OPENING OF MEETING

1. **Roll Call**

Alders Present: Dekker, Felde (remote), Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

Alders excused: Ackley and Rust – 2.

2. **Pledge of Allegiance**

Led by Cub Scout Pack 3801 and Pack 3804

3. **Approval of Minutes**

Fourteenth Regular Council Meeting held on October 16, 2023 and the Third Special Council Meeting held on October 23, 2023

MOTION TO APPROVE THE FOURTEENTH REGULAR COUNCIL MEETING HELD ON 10-16-23 AND THE THIRD SPECIAL COUNCIL MEETING HELD ON 10-23-23

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

4. **Confirmation of Mayoral Appointments**

Melissa Parra and Aubrey Lockwood to the Mayor's International Committee

MOTION TO CONFIRM APPOINTMENTS

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Heidemann, Mitchell, Perrella, Ramey, Salazar – 7.

Not present to vote: Filicky-Peneski – 1.

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

## HEARINGS

7. Potential action to set rules for the hearing scheduled this evening, including such things as limiting the length of time given to each speaker.

Mayor Sorenson explained that speakers were to state their name and address and keep comments to 3 minutes.

8. Hearing No. 3-23-24 pursuant to Chapter 65.90 of the Laws of Wisconsin, and notice published there is a hearing scheduled for this evening on the annual budget. Any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed 2024 budget. Any interested persons may be heard.

**MOTION TO OPEN THE HEARING**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

Kathy Badtke, Jim VanAkkeren, and Braden Schmidt all spoke.

**MOTION TO CLOSE THE HEARING**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

**CONSENT**

9. **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: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

10. R. O. No. 67-23-24 by Sheboygan Transit Commission to whom was referred Res. No. 81-23-24 by Alderpersons Dekker, Salazar, and Mitchell authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2024, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

11. R. C. No. 120-23-24 by Public Works Committee to whom was referred Res. No. 84-23-24 by Alderpersons Dekker and Rust adopting a Facility Fee Schedule and an Equipment Fee Schedule; recommends adopting the Resolution.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

12. R. C. No. 121-23-24 by Public Works Committee to whom was referred Gen. Ord. No. 27-23-24 by Alderpersons Dekker and Rust relating to one-way streets and parking restrictions in the area bounded by South 19th Street, Indiana Ave., South 24th Street, and Georgia Ave.; recommends adopting the Ordinance.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

13. R. C. No. 122-23-24 by Finance and Personnel Committee to whom was referred R. C. No. 217-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 48-22-23 by City Clerk submitting a Summons and Complaint in the matter of One More Time, LLC vs. City of Sheboygan; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

14. R. C. No. 123-23-24 by Finance and Personnel Committee to whom was referred R. O. No. 57-23-24 by Director of Parking and Transit submitting the 2024 Business Improvement District (BID) Statement of Purpose, dated September 26, 2023, and the BID's 2024 Operating Budget; recommends filing the document.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

15. R. C. No. 124-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 55-23-24 by Chief of Police Christopher Domagalski pursuant to section 30-50 of the Municipal Code, submitting the quarterly report showing the Benchmark Measurements for the Police Department for the period commencing July 1, 2023 and ending September 30, 2023; recommends filing the report.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

16. R. C. No. 125-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 56-23-24 by Fire Chief pursuant to section 24-459 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2023 and ending September 30, 2023; recommends filing the report.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

## **REPORT OF OFFICERS**

17. R. O. No. 62-23-24 by Sustainable Sheboygan Task Force submitting the Sustainable Sheboygan Vision Statement. The task force requests that it be reviewed and adopted by the Common Council as a guide to the creation and implementation of a sustainability action plan to ensure a sustainable future for Sheboygan.

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

18. R. O. No. 68-23-24 by Sheboygan Transit Commission to whom met on October 30, 2023 and discussed the Commercial Offer to Purchase of Lot 3 by Trinity Lutheran Church and School dated October 13, 2023 in the amount of \$78,400.00; recommends the Common Council authorize the sale of lot 3 and accept the Offer to Purchase.

**MOTION TO ACCEPT AND FILE**

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

19. 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 9<sup>th</sup> Street, located in Block 127 of the Original Plat; recommends adopting the Resolution. LAYS OVER
20. 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. REFER TO PUBLIC WORKS COMMITTEE
21. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
22. R. O. No. 63-23-24 by City Clerk submitting the tax levy report that supports the 2023-2024 budget for Lakeshore Technical College District and a copy of the district-wide apportionment of the tax levy based upon the 2023 fully certified values furnished by the Wisconsin Department of Revenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
23. R. O. No. 69-23-24 by City Clerk submitting license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
24. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

**RESOLUTIONS**

25. Res. No. 89-23-24 by Alderpersons Mitchell and Dekker declaring intent to vacate and discontinue a public way pursuant to Wis. Stat. § 66.1003.

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

Motion made by Mitchell, Seconded by Dekker

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

26. Res. No. 94-23-24 by Alderpersons Dekker and Rust authorizing the appropriate City officials enter into a contract with TRC Environmental Corporation for geotechnical investigation services for the portion of the SouthPointe Enterprise Campus at the southwest corner of Stahl Road and South Taylor Drive.

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

Motion made by Dekker, Seconded by Salazar.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

27. 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. REFER TO PUBLIC WORKS COMMITTEE
28. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
29. 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. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
30. 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. REFER TO PUBLIC WORKS COMMITTEE
31. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE
32. 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. REFER TO FINANCE AND PERSONNEL COMMITTEE

**REPORT OF COMMITTEES**

33. R. C. No. 119-23-24 by Committee of the Whole to whom was referred R. O. No. 51-23-24 by City Plan Commission to whom was referred DIRECT REFERRAL R. O. No. 45-23-24 by Finance Director submitting Capital Improvements Program (CIP) Requests for the years 2024-2028; recommends filing the R. O. and adopting the attached amended Capital Improvements Program.

**MOTION TO RECEIVE THE R. C. AND FILE THE R.O. AND ADOPT THE AMENDED CAPITAL IMPROVEMENTS PROGRAM**

Motion made by Mitchell, Seconded by Dekker.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Perrella, Ramey, Salazar – 7.



34. R. C. No. 118-23-24 by Committee of the Whole to whom was referred Res. No. 73-23-24 by Alderpersons Mitchell and Filicky-Peneski establishing the 2024 Budget appropriations and the 2023 Tax Levy for use during the calendar year; recommends amending the Resolution to change the date listed for hearing to November 6, 2023 and adopting the amended Budget summary.

**MOTION TO RECEIVE THE R. C. AND ADOPT THE SUBSTITUTE RESOLUTION WITH THE AMENDED BUDGET SUMMARY**

Motion made by Mitchell, Seconded by Filicky-Peneski.

Before action was taken,

**MOTION TO AMEND THE BUDGET SUMMARY TO REMOVE THE FUNDING FOR THE CHANGE OF THE POSITION IN THE CITY ATTORNEYS OFFICE AND TO DECREASE THE GENERAL FUND-FUND EQUITY ACCOUNT**

Motion made by Heidemann, Seconded by Mitchell.

Voting Yea: Heidemann – 1.

Voting Nay: Dekker, Felde, Filicky-Peneski, Mitchell, Perrella, Ramey, Salazar – 7.

**MOTION TO AMEND THE BUDGET SUMMARY TO INCREASE THE CITY ADMINISTRATOR – CONTRACTED SERVICES ACCOUNT BY \$20,000 AND INCREASE THE GENERAL FUND-FUND EQUITY ACCOUNT TO PROVIDE BUS VOUCHERS TO THE HOMELESS**

Voting Yea: Heidemann and Mitchell – 2.

Voting Nay: Dekker, Felde, Filicky-Peneski, Perrella, Ramey, Salazar – 6.

**MOTION TO AMEND THE BUDGET SUMMARY TO INCLUDE AND FUND IN THE 2024 CIP, SECURITY CAMERAS AT VARIOUS PARKS.**

Motion made by Heidemann, ruled out of order by the Mayor.

On original Motion,

Voting Yea: Dekker, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 7.

Abstain: Felde – 1.

35. R. C. No. 126-23-24 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 80-23-24 by Alderpersons Salazar and Felde modifying the ambulance service billing rates for the City of Sheboygan Fire Department; recommends adopting the Resolution.

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

Motion made by Salazar, Seconded by Dekker.

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Salazar – 8.

**GENERAL ORDINANCES – None.**

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

**ADJOURN MEETING**

36. Motion to Adjourn

**MOTION TO ADJOURN AT 6:52 PM**

Motion made by Dekker, Seconded by Salazar

Voting Yea: Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey,





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)

**CITY OF SHEBOYGAN  
R. O. 71-23-24**

**BY CITY CLERK.**

**NOVEMBER 20, 2023.**

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.

**Attention Clerks:**

**Attached are the apportionment sheets for 2023. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.**





SHEBOYGAN COUNTY RESOLUTION NO. 160 (2023/24)

Item 8.

Re: **Levying and Apportioning the Tax**

**WHEREAS**, each year, the County Board of Supervisors is required to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

**WHEREAS**, this year there are four (4) components of the tax amount that must be included, and

**WHEREAS**, the first component is the State Special Charge pursuant to Wis. Stat. §§ 51.20(18) and 70.60 to reimburse other counties for expenses related to mental commitments of Sheboygan County residents in their counties charged against all taxable properties in Sheboygan County in the amount of \$373.85 (Equalized Rate: .000000027), and

**WHEREAS**, the second component is the County Aid to Bridges or Culverts required by Wis. Stat. § 82.08 and approved by the County Board by Resolution No. 08 (2023/24) charged against all taxable property in the townships in Sheboygan County in the amount of \$38,629.00 (Equalized Rate – Town only: .000006873), and

**WHEREAS**, the third component is the Sheboygan County portion of the Monarch Library System approved for the budget and an apportionment adjustment for the Monarch Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in all townships except the Towns of Scott and Sherman and all villages except the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of \$1,767,293.00 (Equalized Rate: .000308319, applied to non-excluded Towns and Villages only), and

**WHEREAS**, the fourth and largest component is the general County property tax pursuant to Wis. Stat. § 70.62 to finance the County government budget, and

**WHEREAS**, the Sheboygan County Board, after public hearing, study, and revision has finalized and adopted the 2024 budget on this 7th day of November, 2023, which requires a levy of \$51,919,815.00 against all taxable property in the County of Sheboygan (Equalized Rate: .003757102);

**NOW, THEREFORE, BE IT RESOLVED**, that there be and hereby is levied on all taxable property in the County of Sheboygan the following taxes:

State Special Charges

Wis. Stat. § 51.20(18) (Equalized Rate: .000000027) \$373.85

General County Taxes

Wis. Stat. § 70.62, (Equalized County Rate: .003757102) \$51,919,815.00

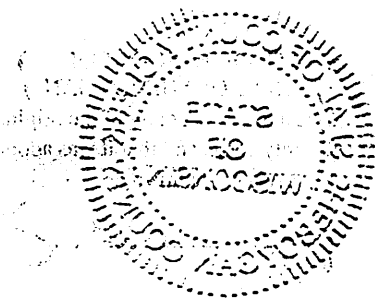
STATE OF WISCONSIN ) I, Jon Dolson do hereby  
COUNTY OF SHEBOYGAN ) certify that the above is a  
true and correct copy of the original on file in the office of the  
County Clerk and that it was adopted by the County Board of  
Supervisors on this date.

Date: 11-07-2023  
(Seal)

  
County Clerk

wherein the  
the  
the  
the

*[Handwritten signature]*



**BE IT FURTHER RESOLVED** that the sum of \$1,767,293.00, which is the amount approved for the budget of the Monarch Library System, pursuant to Wis. Stat. § 43.64, be and hereby is levied against all taxable property in the townships, excluding the Towns of Scott and Sherman, and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake.

(Equalized Rate: .000308319)

**BE IT FURTHER RESOLVED** that the sum of \$38,629.00 County Aid to Bridges or Culverts as approved by Resolution No. 08 (2023/24) be and hereby is levied against all taxable property in the townships in Sheboygan County.


(Equalized Rate: .000006873)

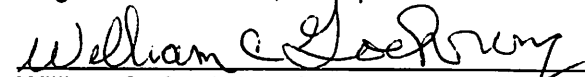
**BE IT FURTHER RESOLVED** that the County Clerk and the County Finance Director shall, pursuant to Wis. Stat. § 70.63 determine and apportion within ten (10) days of this date, the tax levy set forth for the respective municipalities, according and in proportion to the valuations for the towns, villages, and cities as submitted by the Wisconsin Department of Revenue.

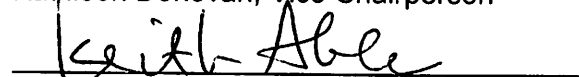
Respectfully submitted this 7th day of November, 2023.


#### FINANCE COMMITTEE

  
Roger L. Te Stroete, Chairperson

  
Kathleen Donovan, Vice-Chairperson

  
William C. Goehring, Secretary

  
Keith Abler

  
Thomas Wegner

Opposed to Introduction:

Re: Approving 2024 Budget

WHEREAS, the County Executive Committee, the County Finance Committee, the County Administrator, and the County Finance Director have formulated a County budget for 2024 using the process required by Chapter 5 of the County Code and Wis. Stat. § 65.90, and

WHEREAS, Section 5.06(a)(6) requires the Finance Committee to submit the proposed full budget in Resolution form to the full County Board for approval, and

WHEREAS, the Finance Committee prepared the proposed 2024 County budget as submitted to the Board on October 31, 2023, a copy of which is on file with the County Clerk, and

WHEREAS, the proposed budget was subject to potential preliminary amendments adopted by the County Board on October 31, 2023, and further potential Finance Committee amendments, any of which are reflected on the Committee report attached to the proposed 2024 budget, and

WHEREAS, the proposed budget includes American Rescue Plan Act (ARPA) funds for approved uses identified in Resolution No. 25 (2021/22), Resolution No. 30 (2021/22), Resolution No. 01 (2022/23), Resolution No. 21 (2022/23), Resolution No. 25 (2022/23) and Resolution No. 02 (2023/24), and


WHEREAS, the Finance Committee believes that the proposed 2024 County Budget as may be amended pursuant to the Committee Report is in the best interests of Sheboygan County and its taxpayers;

NOW, THEREFORE, BE IT RESOLVED that the Sheboygan County Board adopts the proposed 2024 budget as submitted to the Board on October 31, 2023, as may be amended pursuant to the Finance Committee report, both of which are on file with the County Clerk.

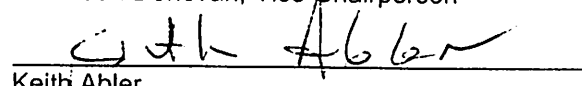
Respectfully submitted this 7th day of November, 2023.

## FINANCE COMMITTEE

  
Roger Te Stroete, Chairperson

  
William C. Goehring, Secretary

  
Kathleen Donovan, Vice-Chairperson

  
Keith Abler

  
Thomas Wegner

Opposed to Introduction:

STATE OF WISCONSIN ) I, Jon Dolson do hereby  
COUNTY OF SHEBOYGAN ) certify that the above is a  
true and correct copy of the original on file in the office of the  
County Clerk and that it was adopted by the County Board of  
Supervisors on this date.

Date: 11-07-2023  
Seal: \_\_\_\_\_

  
County Clerk



Form  
PC-400

## State and County Apportionment Form

WI Dept  
of Revenue

Year 2023 CoMuni Code 59281 Account Number 1623 CITY OF SHEBOYGAN

<b>A. COUNTY TAXES (Apportioned TID OUT)</b>		
A1. Portion of state special charges on county:		
1. Charitable and penal		\$110.62
2. Other state special charges		\$0.00
<b>3. SUBTOTAL - Section A1 (enter on Statement of Taxes (SOT), Line A1)</b>		<b>\$110.62</b>
A2. Other county taxes levied on entire town, village or city		
4. Health		
5. Library (sec. 43.12, Wis. Stats.)		
6. County Bridge Aid (sec. 82.08(2), Wis. Stats.)		
7. Sanitation		
8. Children with Disabilities Education Boards (on entire town, village or city) (sec. 121.135, Wis. Stats.)		
9. Property taxes charged back (sec. 74.41 & 74.42, Wis. Stats.)		
10. Countywide emergency medical system (sec. 256.35, Wis. Stats.)		
11. Other (describe) :		
12. All other county taxes (levied on every town, village, and city)		\$15,363,038.73
13. County Sales Tax Credit		
<b>14. SUBTOTAL - Section A2 Taxes to be levied on entire municipality (enter on SOT, Line A2)</b>		<b>\$15,363,038.73</b>
A3. County taxes levied on part of town, village or city (enter on SOT, line A3)		
15. Children with Disabilities Education Boards		\$0.00
16.		
17.		
18.		
19.		
<b>20. TOTAL NET COUNTY TAXES (sum of Secs. A1-A3) (for county tax rate)</b>		<b>\$15,363,149.35</b>
<b>B. SPECIAL DISTRICT TAXES</b>		
21. Special district code: NA	Amount levied	\$0.00
22. Special district code: NA	Amount levied	\$0.00
<b>C. TOWN, VILLAGE OR CITY TAXES</b>		
C1. Other state special charges		
23. Other:		
24. Other:		
<b>25. SUBTOTAL - Section C1 (enter on SOT, Line C4)</b>		<b>\$0.00</b>
C2. County Special Charges:		
26. Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)		\$0.00
27. Highways and bridges (sec. 83.03, Wis. Stats.)		\$0.00
28. Highway aid (sec. 83.14, Wis. Stats.)		\$0.00
29.		
30.		
31.		
32.		
<b>33. SUBTOTAL - Section C2 (enter on SOT, Line C5)</b>		<b>\$0.00</b>
<b>34. TOTAL - ALL TAXES AND CHARGES - sum of Secs. A-C</b>		<b>\$15,363,149.35</b>



**CITY OF SHEBOYGAN  
RESOLUTION 103-23-24**

**BY ALDERPERSON FELDE.**

**NOVEMBER 20, 2023.**

A RESOLUTION 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.

RESOLVED: That the City Clerk is hereby directed to publish the following notice in the official newspaper in accordance with the provisions of §62.23(7)(d) of the Wisconsin Statutes:

**NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE**

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 18, 2023, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property located at 3021 Main Avenue - Parcel No. 59281615440 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification:

SECTION 16, TOWNSHIP 15 NORTH, RANGE 23 EAST  
GRACELAND SUBD NO 14 ALL OF BLK 26 OF SD SUBD & ALSO ALL OF BLK 26 OF GRACELAND SUBD NO 16, ALSO UNPLATTED LAND DESC AS: COM AT THE NE COR OF LOT 8 BLK 26 OF GRACELAND SUBD NO 16, TH S-88-DEG-55'-00"-W 161.22' ALG THE N LINE OF SD BLOCK 26 TO THE S LINE OF MAIN AVE., TH N-75-DEG-07'- 00"-E 329.30' ALONG SD S LINE, TH S-02-DEG-16'-00"-E 178.71', TH S-89-DEG-04'- 30"E 196. 75' TO THE W LINE OF N 29TH ST, TH S-00-DEG- 50'-00"-E 220' ALG SD W LINE, TH S-89-DEG-04'-30"-E 167.75', TH S-00-DEG-50'- 00"-E 20', TH S-89-DEG-01'- 00"-W 125.00' TO THE E LINE OF N 30TH ST, TH S-89-DEG- 12'-00"-W 60.14' TO THE SE COR OF LOT 4 OF BLK 26 OF GRACELAND SUBD NO 16, BEING A POINT IN THE W LINE OF N 30TH ST, TH N-00-DEG-48'- 00"-W 245', TH N-02-DEG-22'- 00"-E 100.44' ALG SD E LINE TO BEG

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. 127-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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

**II**  
R. O. No. 20 - 23 - 24. By CITY CLERK. June 19, 2023.

Submitting a claim from James and Alice Wilsing for alleged damages to their fence from snow.

FP  
\_\_\_\_\_  
CITY CLERK

DATE RECEIVED

6-15-2023

RECEIVED BY

NKC

JUN

Item 10.

CLAIM NO.

4-23

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: James + Alice Wilsing
2. Home address of Claimant: 1834 N. 7th St
3. Home phone number: Jim - 920 946-9126 Alice 920 946-4345
4. Business address and phone number of Claimant: \_\_\_\_\_
5. When did damage or injury occur? (date, time of day) May 1st 2023  
Winter 2022 + 2023
6. Where did damage or injury occur? (give full description) Snow Pushed against  
fence by DPW.
7. How did damage or injury occur? (give full description) After Snow melted  
we had a wind storm and the fence blew down
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: Fence Line to Uptown Social
  - (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 10.

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: \$ 320.00

Personal injury: \$ \_\_\_\_\_

Other: (Specify below) \$ \_\_\_\_\_

**TOTAL** \$ 320.00

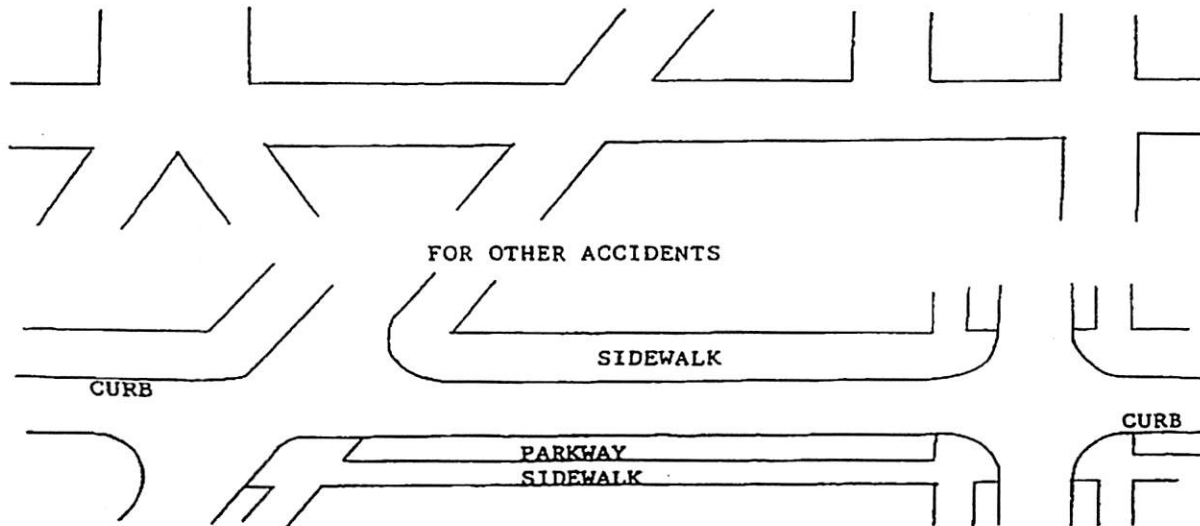
Damaged vehicle (if applicable)

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

Alice M. Wising

DATE

6-15-23

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

RECEIVED BY \_\_\_\_\_  
CLAIM NO. \_\_\_\_\_

Item 10.

CLAIM

Claimant's Name: James & Alice Wilsing Auto \$ \_\_\_\_\_  
Claimant's Address: 1834 N. 7th St Property \$ 320.00  
Sheboygan, WI 53081 Personal Injury \$ \_\_\_\_\_  
Claimant's Phone No. 920 946-9126 920 946-4345 Other (Specify below) \$ \_\_\_\_\_  
Jim Alice TOTAL \$ 320.00

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 \$ 320.00.

SIGNED Alice M. Wilsing DATE: 6-15-23  
ADDRESS: 1834 N. 7th St. Sheboygan, WI 53081

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



DSTS  
Waldo, WI.  
#920-946-6088

Subject: Repair/Upright broken yard Fence  
Location: 1874 N. 7<sup>th</sup> Sheboygan, WI.  
Date: 4/28/2023

Material \$ 140.00

Labor \$ 180.00

Total \$ 320.00 ~~\$ 320.00~~

Pd in full  
5-5-23

Thank You

Dave Te Stroete  
Dave Te Stroete

Receipt May 5, 2023

Paid to David Testrote for  
repair of wooden fence in  
backyard (1834 N. 7<sup>th</sup> St., Sheboygan, WI)

Total Supplies and Labor 320.00

Total Paid in cash 320.00

Paid by James A. Wilsing

Paid to David Testrote

Witnessed by Kris Borns Kris Borns

Use Your  2%  
BIG CARD REBATE**MENARDS®****MENARDS - SHEBOYGAN**  
**4825 Vanguard Drive**  
**Sheboygan, WI 53083**KEEP YOUR RECEIPT  
RETURN POLICY VARIES BY PRODUCT TYPEUnless noted below allowable returns for  
items on this receipt will be in the form  
of an in store credit voucher if the  
return is done after 07/22/23If you have questions regarding the  
charges on your receipt, please  
email us at:  
SHEBfrontend@menards.com

## Sale Transaction

1-5/8"EXT DECK STAR DRIV	
2303395	8.97
9 X 3-1/8 CONSTR SCREW	
2303129	5.99
6D HDG BOX NAIL	
2295457	4.98
18 COMPARTMENT ORGANIZER	
2452049	2.99
TOTAL	22.93
TAX SHEBOYGAN-WI 5.5%	1.26
TOTAL SALE	24.19
CASH	50.00
CHANGE	25.81-

TOTAL NUMBER OF ITEMS = 4

THE FOLLOWING REBATE RECEIPTS WERE  
PRINTED FOR THIS TRANSACTION:  
2298

THANK YOU, YOUR CASHIER, Craig

72278 05 2293 04/23/23 05:05PM 3247

Use Your  2%  
BIG CARD REBATE  
**MENARDS®**

MENARDS - SHEBOYGAN

**Rebate Receipt**

SHEB 91325



Item 10.

Prices shown are valid today only.

agMaterials@menards.com

## PICKING LIST - GUEST COPY

PAGE 1 OF 1

 SOLD BY: GARY L.  
 DATE: 04/28/23


AT YARD ENTRANCE

SKU NUMBER

TREATED GROUND CONTACT 111-2214

TREATED GROUND CONTACT 111-2227



Sale Transaction

4 @16.48 65.92

2.80

91325

AC2 GREEN TREATED-PICK

19.98

C2 GREEN TREATED-PICK

12.99

101.69

5.59

7.28

120.28

13.00-

0.69

7

 NG REBATE RECEIPTS WERE  
 THIS TRANSACTION:

OUR CASHIER, Kris

04/28/23 12:23PM 3247

**PRODUCT NOT BEING AVAILABLE ON A LATER DATE  
 PICK UP ALL MERCHANDISE TODAY. THANK YOU.**

This quote becomes a yard picking list subject to the terms and conditions below. Quantities listed above may exceed quantities held for a specific guest, but instead is available to the buying public on a first come, first serve basis. Please pickup all quantities. Failure to pickup products on this picking list today will result in additional charge to you if, on the day of pickup, the product is not available. Menards liability to you is limited to refunding your original purchase price for any product not picked up on the day purchased.

pay for the merchandise.  
 our merchandise. (All vehicles are subject to inspection.)  
 s Team Members will gladly help you load your materials  
 ge to your vehicle.)  
 is list to the Gate Attendant. (The Gate Attendant will record the

PRE-TAX TOTAL:

32.97

are pad verifying you've received the merchandise.

wn or secure your load, trunk lid, etc. For your convenience, we supply twine, but you will have to decide whether or not your  
 strong enough. If you do not believe the twine will suffice, stronger material can be purchased inside the store.

**ONS CAREFULLY.** All returns are subject to Menards' posted return policy. In consideration for Menards low prices you agree  
 u is defective, Menards will agree to exchange the merchandise or refund the purchase price based on the form of original payment.  
 medly available to you. If there is a warranty provided by the manufacturer, that warranty shall govern your rights and Menards shall  
 tements do not constitute warranties, and are not a part of this contract. The guest agrees to inspect all merchandise prior to installing  
**ANCES SHALL MENARDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**  
**IES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE**  
 or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American  
 cable Consumer or Commercial Arbitration Rules, and judgments on the award rendered by the arbitrator(s) may be entered in any  
 guest agrees to these terms and conditions through purchase of merchandise contained on this document.

SELF-SCAN HERE ==&gt;



32

 Use Your  
 BIG CARD  
 2%  
 REBATE  
**MENARDS®**

 MENARDS - SHEBOYGAN  
 4825 Vanguard Drive  
 Sheboygan, WI 53083

 KEEP YOUR RECEIPT  
 RETURN POLICY VARIES BY PRODUCT TYPE

 less noted below allowable returns for  
 ms on this receipt will be in the form  
 if an in store credit voucher if the  
 return is done after 07/27/23

 If you have questions regarding the  
 charges on your receipt, please  
 email us at:  
 SHEBfrontend@menards.com

 e Your  
 CARD  
 2%  
 REBATE  
**MENARDS®**

ARDS - SHEBOYGAN



**CITY OF SHEBOYGAN  
R. C. 128-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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

II

R. O. No. 22 - 23 - 24. By CITY CLERK. June 19, 2023.

Submitting a claim from Leah V. Zinkgraf for alleged damages to vehicle due to potholes on 5<sup>th</sup> Street.

\_\_\_\_\_  
CITY CLERK

F4P

DATE RECEIVED

6-16-23

RECEIVED BY

NKC

Item 11.

CLAIM NO.

5-23

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Leah V Zinkgraf
2. Home address of Claimant: 207 S River Blvd Apt 2 Plymouth, WI 53073
3. Home phone number: 920-698-0431
4. E-Mail Address leahzinkgraf@gmail.com
5. Business address and phone number of Claimant: 14216 N 5th Sheboygan, WI  
920-204-6755
6. When did damage or injury occur? (date, time of day) 04/12/23 12:00pm
7. Where did damage or injury occur? (give full description) 5th Street between  
Superior and Huron
7. How did damage or injury occur? (give full description) Pot hole Conglomerate  
on 5th street, unavoidable, damaged stabilizer bar on  
vehicle. Photo included from mechanic, damage circled.
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: N/A
  - (b) Claimant's statement of the basis of such liability: N/A
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: 5th street
  - (b) Claimant's statement of basis for such liability: Unavoidable mass of  
Potholes - Street crew was contacted and potholes were filled that week.

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 11.

NO INJURIES - Vehicle damage, Stabilizer bar cracked

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

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

Auto: \$ 257.14

Property: \$ —

Personal injury: \$ —

Other: (Specify below) \$ —

TOTAL \$ 257.14

Damaged vehicle (if applicable)

Make: Buick Model: Rendezvous Year: 2007 Mileage: 70132

Names and addresses of witnesses, doctors and hospitals: N/A

FOR ALL ACCIDENT NOTICES YOU MAY DRAW A DIAGRAM. 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.

SIGNATURE OF CLAIMANT Leah V. Zink DATE 6/13/23  
BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS

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

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



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

## CLAIM

Claimant's Name:

Leah V Zinkgraf

Auto

\$ 257.14

Claimant's Address:

207 S River Blvd Apt 2

Property

\$ —Plymouth WI 53073

Personal Injury

\$ —

Claimant's Phone No.

920-698 0431

Other (Specify below)

\$ —TOTAL\$ 257.14

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 \$ 257.14.

SIGNED

Leah V Zinkgraf

DATE:

06/13/23

ADDRESS:

207 S River Blvd Apt 2Plymouth, WI 53073

E-Mail Address

leahzinkgraf@gmail.com

BY SIGNING THIS I ACKNOWLEDGE I HAVE READ AND UNDERSTAND THE INSTRUCTIONS.

MAIL TO: CLERKS OFFICE

828 CENTER AVE #100

SHEBOYGAN WI 53081

Theel Auto Inc.  
N8348 Hwy J  
Elkhart Lake, WI. 53020  
Phone: 920-876-2703 Fax: 920-876-2860

Item 11.

INVOICE

7976

Org. Est. # 008698

## INVOICE FROM HISTORY

Print Date: 06/13/2023

Work Completed: 04/14/2023

Zinkgraf, Leah  
207 S River Blvd  
Plymouth, WI 53073  
Home: 920-698-0431  
Cust ID : 2013

2007 Buick - Rendezvous CX - 3.5L, V6 (213CI) VIN(L)  
Lic # : - WI Odometer In : 70,132  
Unit # : Odometer Out :  
VIN # : 3G5DA03L4 7S557220

Part Description / Number	Qty	Sale	Extd	Labor / Description	Extd
Stabilizer Bar Link Kit K700527	2.00	38.38	76.76	Traction control light is on and pothole incident this week and now rattling in front end when turning. Dropping Thurs night.	
Oil Filter 85040	1.00	0.00	0.00	Check over after pothole	54.50
5w30 Synthetic Blend Motor Oil 5w30	1.00	0.00	0.00	STABILIZER BAR CONTROL LINK - Remove & Replace - At Control Arm, Link Kit, Both	88.29
Shop Supplies			37.59	Fluid Capacity: Engine Oil - Volume: 4.00 QTS. (3.8L) - API - SAE 5W-30; w/Filter - (Note: Use oil that meets GM Standard GM6094M. For areas of extreme cold, where temperatures fall below -20Deg.F (-29Deg.C), it is recommended a SAE 5W-30 synthetic oil or a SAE 10W-30 oil. Both will provide easier cold starting and better protection for your engine at extremely low temperatures.)	
				Oil Change	48.95
				Courtesy Check	0.00

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs \_\_\_\_\_
2. Please proceed with repairs, but call me before continuing if the price will exceed \$ \_\_\_\_\_
3. I do not want an estimate. \_\_\_\_\_

Payment will be made by ☐ Cash ☐ Check ☐ Credit ☐ Credit Card

[ Payments - Visa - \$322.92 ]

Labor:	191.74
Parts:	114.35
Sublet:	0.00
Sub:	306.09
Tax:	16.83
Total:	322.92
Bal Due:	\$0.00

[ Technicians : E, Mark; V, Austin ]

Do you want the replaced parts you are entitled to? ☐ Yes ☐ No

Revision # 1, Previous Estimate Amount: 65.55, Additional Cost: 257.38, Revised Estimate: 322.93, Parts: \$76.76 Labor: \$137.24 Sublet: \$0.00 Taxes & Fees: \$43.38 Authorized by - Zinkgraf, Leah, Date - 4/14/2023, Time - 9:23 AM, Initiated By - Shop, Phone Number - Home: 920-698-0431

Motor vehicle repair practices are regulated by chapter ATCP 132 Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

☐ This vehicle received without face to face contact.  
\_\_\_\_\_  
Shop Representative

Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

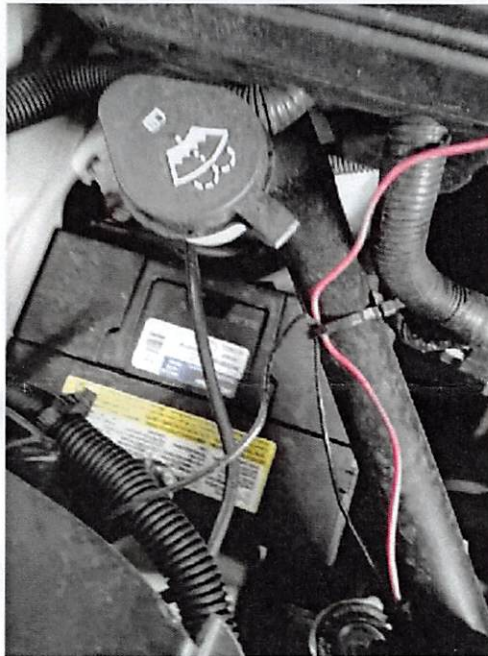
Customer Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Visit us on the web : [www.theelauto.com](http://www.theelauto.com)

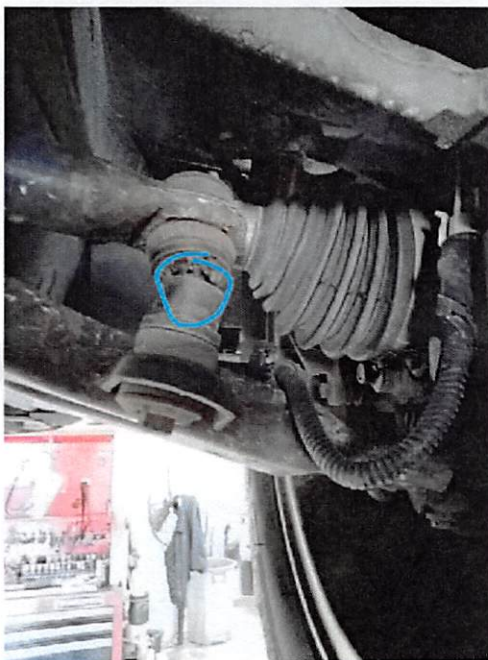
Our Email Address: [theelautoservice@gmail.com](mailto:theelautoservice@gmail.com)

Written By: V, JOE

**Battery**  
**Condition:**



**Steering**  
**System:**





Attached is a City of Sheboygan Notice of Damage or Injury and Claim Form which is needed to process a claim.

Answer all of the questions if possible. If any do not apply to your case, please put N/A next to the question or draw a line to indicate you have read it. **Sign and date the forms in all places requiring a signature and date (pages 2 & 3).**

**The total amount of damages must also be submitted on both forms-pages 2 & 3.**

Return the **original** completed forms with copies of any billings or receipts, to the City Clerk's Office.

If the full monetary amount is NOT known when the claim is submitted, put 'pending' in those spaces. When the full amount is available, re-submit pages 2 and 3 with pending crossed out and the correct amount listed.

**Submit any information you want considered with your claim. Pictures are helpful.**

When we receive the Notice of Damage or Injury and Claim Form, we will submit them to the proper committee. If you have any questions regarding the completion of these forms contact me at 920-4593361 or [sherrill.smith@sheboyganwi.gov](mailto:sherrill.smith@sheboyganwi.gov)

Sincerely,

Sherrill Smith  
Election Specialist

Enclosure

MAIL TO: CITY CLERKS OFFICE  
828 CENTER AVE  
SHEBOYGAN, WI 53081

If dropping off in person, the entrance and parking are located on the North side of the building. Our office hours are 8:00 a.m. to 4:30 p.m.

I do not have two estimates to submit as I took my vehicle to my trusted mechanic before I was made aware that I could file a claim with the city for the damages. d Zink

**CITY OF SHEBOYGAN  
R. C. 129-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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. 41-23-24**

**BY CITY CLERK.**

**SEPTEMBER 18, 2023.**

Submitting a claim from Holly L. Puchniarz for alleged damages to her vehicle.

DATE RECEIVED

9-5-23

RECEIVED BY

MLC

SEP

Item 12.

CLAIM NO.

8-23

## CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

**INSTRUCTIONS: TYPE OR PRINT IN BLACK INK**

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

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

1. Name of Claimant: Holly L Puchniarz
2. Home address of Claimant: 1443 S 9th St Sheboygan WI 53081
3. Home phone number: 920-917-0999
4. Business address and phone number of Claimant: 535 S Taylor Dr  
Sheboygan WI 53081, 920-457-1095
5. When did damage or injury occur? (date, time of day) 8/3/2023, 6:30 pm
6. Where did damage or injury occur? (give full description) 1504 Illinois  
Ave Sheboygan WI 53081, South Side of  
Street during wind storm
7. How did damage or injury occur? (give full description) Wind storm took  
down tree that was previously cracked,  
in result totaled out my Pontiac G6
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
  - (a) Name of such officer or employee, if known: \_\_\_\_\_
  - (b) Claimant's statement of the basis of such liability: \_\_\_\_\_
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
  - (a) Public property alleged to be dangerous: Tree has branches  
currently hanging by bark ready to break, city tree
  - (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").

No Injuries. Property damage - Car was  
Totaled out

11. Name and address of any other person injured: \_\_\_\_\_

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

Auto:

\$8,485.47 | total loss

Property:

\$ \_\_\_\_\_

Personal injury:

\$ \_\_\_\_\_

Other: (Specify below)

\$ \_\_\_\_\_

**TOTAL**

\$8,485.47

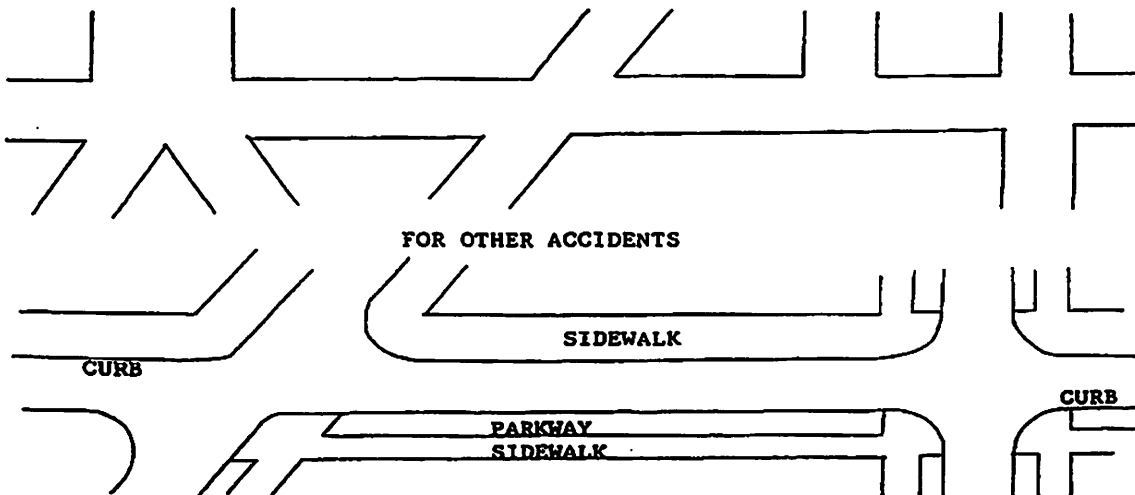
Damaged vehicle (if applicable)

Make: Pontiac Model: G6 Year: 2006 Mileage: 207,498

Names and addresses of witnesses, doctors and hospitals: Cheryl Foss  
1504 Morris Ave Sheboygan WI 53081

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

Cheryl Foss

DATE

8/30/23



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

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

Item 12.

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

CLAIM

Claimant's Name: Holly L Puchniarz Auto \$ 8,485.47  
Claimant's Address: 1443 S 9th St Property \$ \_\_\_\_\_  
Sheboygan WI 53081 Personal Injury \$ \_\_\_\_\_  
Claimant's Phone No. 920.917.0999 Other (Specify below) \$ \_\_\_\_\_  
TOTAL \$ \_\_\_\_\_

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 \$ 8,485.47.

SIGNED

Holly Puchniarz

DATE:

8/30/23

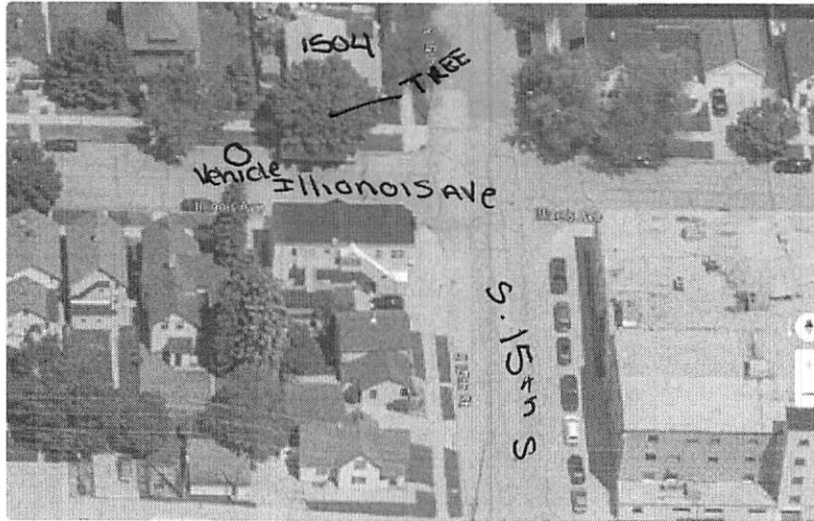
ADDRESS: 1443 S 9th St Sheboygan WI 53081

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

Search or type a URL

Tabs you've open Frequently visited

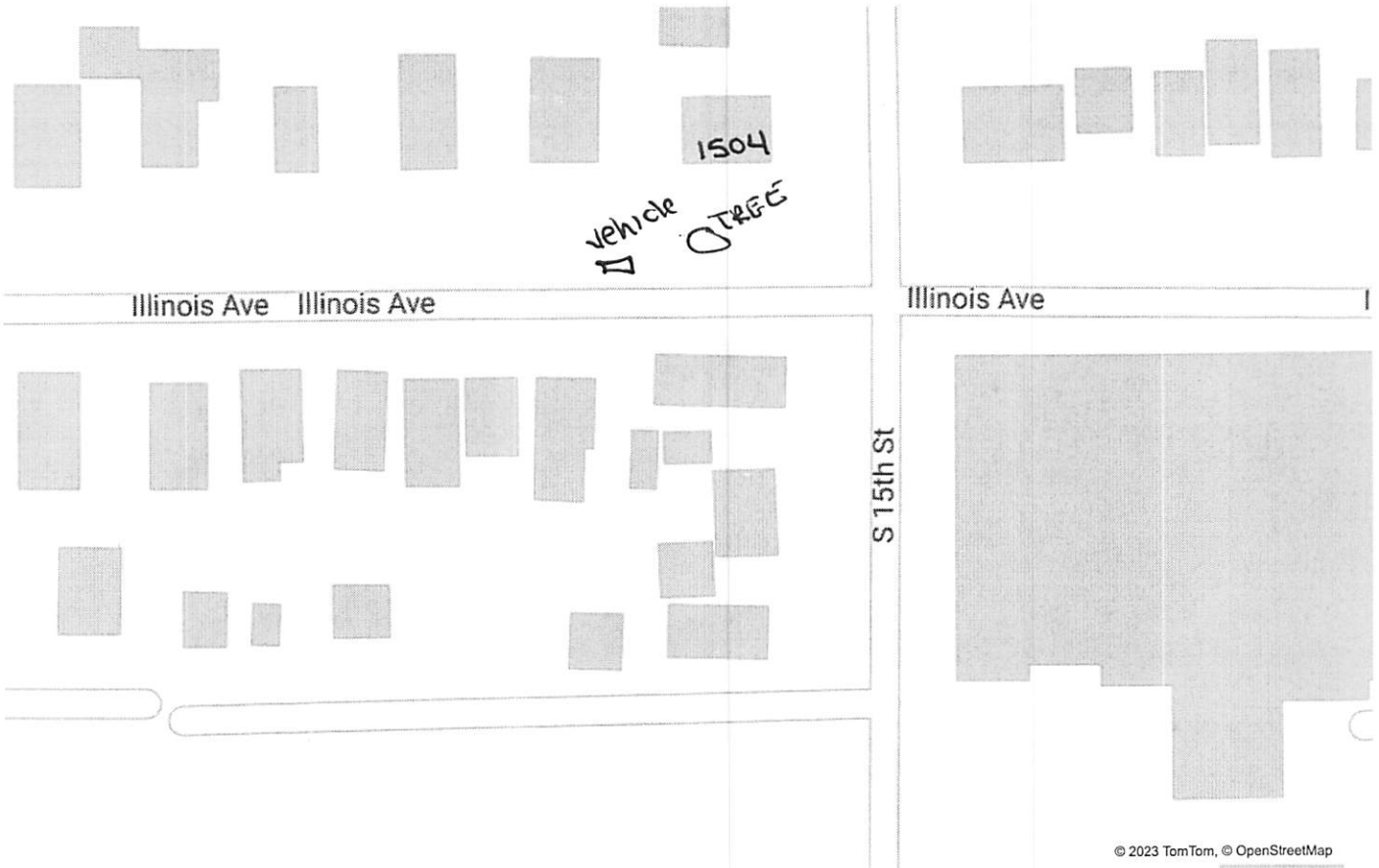
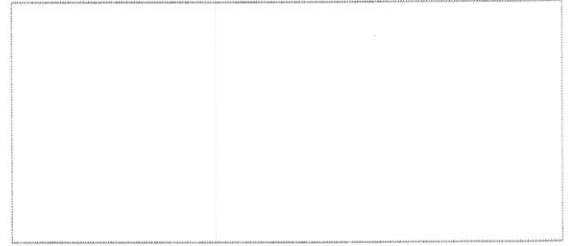
diagram of illionois ave sheboygan wi - Search Left tab



Blair  
Prest  
8/30/23

Illinois Ave, Sheboygan, WI 53081

Location: 43.7443367001791, -87.7104968999956



Kelly  
Perry  
8/30/23

ROBERT RUSCH, INC.  
1129 INDIANA AVENUE  
SHEBOYGAN, WI. 53081  
OFFICE:(920) 452-8681 FAX:(920) 452-8733

\*\*\* PRELIMINARY ESTIMATE \*\*\*

08/22/2023 09:07 AM

Owner

Owner: HOLLY PUCHNIAZ  
Address:

Cell: (920)917-0999

Inspection

Inspection Date: 08/22/2023 09:16 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.  
Address: 1129 Indiana Ave.  
City State Zip: Sheboygan, WI 53081  
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg  
Work/Day: (920)452-8681  
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 21

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2006 Pontiac G6 GTP 2 DR Coupe  
6cyl Gasoline 3.9  
4 Speed Automatic

Lic.Plates: ARD-4862  
Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Color: SILVER  
Ext. Refinish: Two-Stage

Lic State: WI  
VIN: 1G2ZM171364158760  
Mileage Type: Actual  
Code: W3513D  
Int. Color:  
Int. Refinish: Two-Stage

Options

AM/FM CD Player  
Aluminum/Alloy Wheels  
Center Console  
Dual Airbags  
Keyless Entry System  
Power Door Locks  
Power Windows  
Sport Suspension  
Tachometer  
Tilt Steering Wheel  
Trip Computer

Air Conditioning  
Anti-Lock Brakes  
Climate Control For A/C  
Fog Lights  
Lighted Entry System  
Power Mirrors  
Rear Window Defroster  
Stability Cntrl Suspensn  
Telescopic Steering Whl  
Tinted Glass  
Velour/Cloth Seats

Alarm System  
Cargo/Trunk Net  
Cruise Control  
Intermittent Wipers  
Power Brakes  
Power Steering  
Rem Trunk-L/Gate Release  
Strg Wheel Radio Control  
Theft Deterrent System  
Traction Control System

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b><u>Stripes And Mouldings</u></b>										
1	RI	243		Mldg,Front Door Side LT	R & I Assembly				0.4*	SM
2	RI	259		Mldg,Quarter Side LT	R & I Assembly				0.3*	SM
<b><u>Roof</u></b>										
3	I	341		Panel,Roof >> OPEN FOR REPLACEMENT	Repair				6.0*	SM
4	L	341		Panel,Roof	Refinish				3.0	RF
					2.5 Surface					
					0.5 Two-stage					
5	RI	120		Glass Panel,Roof	R & I Assembly				0.5	SM
6	RI	348		Mldg,Roof Side LT	R & I Assembly				INC	SM
7	RI	349		Mldg,Roof Side RT	R & I Assembly				0.3	SM
8	RI	883		Roof Headliner R & I	R & I Assembly				1.8	SM
<b><u>Front Doors</u></b>										
9	BR	207	13	Door Shell,Front LT	Blend Refinish				2.2	RF
					1.1 Blend					
					0.6 Two-stage setup					
					0.5 Two-stage					
10	RI	239		W/Strip,Belt Outer LT	R & I Assembly				0.2	SM
11	RI	229		Mirror,Outer R/C LT	R & I Assembly				0.7	SM
12	RI	227		Handle,Front Door Otr LT	R & I Assembly				0.2	SM
<b><u>Quarter And Rocker Panel</u></b>										
13	E	248	#	Panel Assy,Body Side LT # = 02, 07	25961283 GM Part	\$631.73			28.5	SM
14	L	248		Panel Assy,Body Side LT	Refinish				7.6	RF
					4.3 Surface					
					2.0 Edge					
					1.3 Two-stage					
15	NG	421		Glass,Quarter Tinted LT	NAGS DQ11002-GT	\$555.55			INC	SM
16	EC	410		Sealant Kit,Qtr Glass LT	Replace Economy	\$35.00*			INC	SM
<b><u>Inner Quarter &amp; Panels</u></b>										
17	TE	246	#	Panel,Bodyside Inner LT # = 02, 07	Partial Replace Price	\$630.70				SM
18	ET	427	07	Pnl,Quarter Inner LT	Partial Replace Labor				7.5	SM
19	L	427		Pnl,Quarter Inner LT	Refinish				0.7	RF
					0.6 Surface					
					0.1 Two-stage					
20	E	314	01	Pnl,Quarter Trim Uptr LT	15813316 GM Part	\$40.63			INC	SM
<b><u>Deck Lid And Back Glass</u></b>										
21	NG	369		Back Glass,Heated	NAGS DB11003-GT	\$530.48			2.2	SM
22	EC	370		Sealant Kit,Back Glass	Replace Economy	\$35.00*			INC	SM
23	EC	371		Mldg,Back Glass Upper	Replace Economy	\$35.00*			INC	SM
<b><u>Manual Entries</u></b>										
24	L			COVER CAR INTERIOR	Refinish	\$8.00*			0.3*	SM*
25	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00				SM
26	L			CORROSION PROTECTION	Refinish				1.0*	RF
27	I			FRAME RACK/INCLUDE SET UP	Repair				3.5*	SM
				>> ROUGH PULL/PUSH BODY SIDE						
28	EC			BODY MATERIALS	Replace Economy	\$130.00*				SM*
				>> INCLUDES WELDING SUPPLIES, SEAM SEALERS ETC.						
28	Items									

MC Message

01 CALL DEALER FOR EXACT PART # / PRICE  
02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.  
07 STRUCTURAL PART AS IDENTIFIED BY I-CAR  
13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

### Estimate Total & Entries

OEM Parts		\$1,303.06	
Other Parts		\$1,329.03	
Paint & Materials	14.5 Hours @ \$50.00	\$725.00	
Parts & Material Total			\$3,357.09
Tax on Parts & Material	@ 5.500%		\$184.64

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$70.00	42.9	9.5	52.4	\$3,668.00
Mech/Elec (ME)	\$95.00				
Frame (FR)	\$85.00				
Refinish (RF)	\$70.00	14.5		14.5	\$1,015.00
Labor Total				66.9 Hours	\$4,683.00
Tax on Labor	@ 5.500%				\$257.57
Sublet Repairs					\$3.00
Tax on Sublet	@ 5.500%				\$0.17
Gross Total					\$8,485.47
Net Total					\$8,485.47

Alternate Parts Y/03/00/00/03/03 Cumulative 03/00/00/03/03 Zip Code: 53081 Audatex Host  
OEM Part Prices DT 08/22/2023 09:15 AM EstimateID 1123255256336048128 QuoteID \*\*\*\*  
Rate Name Default

Audatex Estimating 10.23.104 ES 08/22/2023 09:53 AM REL 10.23.104 DT 08/01/2023 DB 08/15/2023  
State Disclosure: Not Selected  
© 2023 Audatex North America, Inc.

3.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

### Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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North America, Inc. All rights reserved.

**SHEBOYGAN CHEVROLET BUICK  
GMC CADILLAC**

3400 S BUSINESS DR, SHEBOYGAN, WI 53081

Phone: (920) 459-6855

FAX: (920) 459-6286

Workfile ID:

PartsShare:

Federal ID:

Item 12.

7wp2jt

83-0747810

**Preliminary Estimate**

**Customer: PUCHNIARZ, HOLLY**

**Job Number:**

Written By: Scott Stolper

Insured: PUCHNIARZ, HOLLY

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 15 Total Loss

**Owner:**

PUCHNIARZ, HOLLY

1443 S 9TH ST

SHEBOYGAN, WI 53081

(920) 917-0999 Cell

**Inspection Location:**

SHEBOYGAN CHEVROLET BUICK GMC  
CADILLAC

3400 S BUSINESS DR

SHEBOYGAN, WI 53081

Repair Facility

(920) 459-6855 Business

**Insurance Company:**

**VEHICLE**

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

VIN: 1G2ZM171364158760

Interior Color:

Mileage In: 207,498

Vehicle Out:

License: ARD4862

Exterior Color: SILVER

Mileage Out:

State: WI

Production Date:

Condition:

Job #:

**TRANSMISSION**

Automatic Transmission

Overdrive

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Power Driver Seat

Power Adjustable Pedals

**DECOR**

Dual Mirrors

Body Side Moldings

Tinted Glass

Console/Storage

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Message Center

Telescopic Wheel

Climate Control

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Premium Radio

Satellite Radio

Equalizer

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

**SEATS**

Cloth Seats

Bucket Seats

Reclining/Lounge Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps

Traction Control

Stability Control

Power Trunk/Liftgate

Get live updates at [www.carwise.com/e/4A842Z](http://www.carwise.com/e/4A842Z)



Preliminary Estimate

Item 12.

Customer: PUCHNIARZ, HOLLY

Job Number:

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	THIS VEHICLE IS AN OBVIOUS TOTAL LOSS		1			
SUBTOTALS					0.00	0.0	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Grand Total			0.00

MyPriceLink Estimate ID / Quote ID:

1123258612425170944 /

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

**Customer: PUCHNIARZ, HOLLY****Job Number:**

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

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 DE1FQ05, CCC Data Date 08/17/2023, 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 refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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

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

**SYMBOLS FOLLOWING PART PRICE:**

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

**SYMBOLS FOLLOWING LABOR:**

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

**OTHER SYMBOLS AND ABBREVIATIONS:**

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

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

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

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

**Preliminary Estimate**

Item 12.

**Customer: PUCHNIARZ, HOLLY**

**Job Number:**

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

**ALTERNATE PARTS USAGE**

2006 PONT G6 GTP 2D CPE 6-3.9L Gasoline SFI SILVER

VIN: 1G2ZM171364158760 Interior Color: Mileage In: 207,498 Vehicle Out:  
License: ARD4862 Exterior Color: SILVER Mileage Out:  
State: WI Production Date: Condition: Job #:

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

**CITY OF SHEBOYGAN  
R. C. 130-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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. 65-23-24**

**BY CITY CLERK**

**NOVEMBER 6, 2023.**

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



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

Item 13.

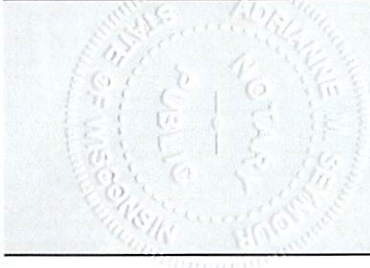
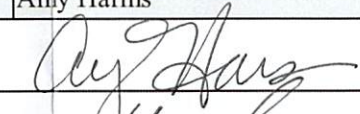
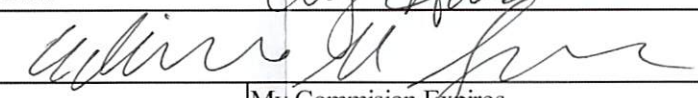
**Instructions:** This form must be signed in the presence of a notary public, and delivered to the clerk of each municipality having territory within the school district on or before **November 10**  
 (Ref Wisconsin Statute s.120.12(3))

**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.		<b>Entire School District</b>	<b>Portion of School District Lying Within Municipality</b>	
		Column 1	Column 2	
④ Equalized Valuation (TID Out) Tax Apportionment (October Certification)		\$975,347,204.00	\$312,330,879.00	
⑤ Percent of Entire School District		100.000000%	32.022533%	
⑥ <b>Total Levy</b>		\$6,135,729.00	<b>\$1,964,815.84</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</b>	Name of School District	School District Clerk
	<b>R</b>	Kohler School District (2842)	Amy Harms
	<b>O</b>	Signature of School District Clerk	
	<b>M</b>	Signature of Notary Public	
<b>NOTARY SEAL</b>		Signed before me this date 10-27-23	My Commission Expires 5-28-24

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

**Mail tax settlement to:**

District Administrator  
 Kohler School District  
 333 Upper Rd  
 Kohler, WI 53044



Per § 74.09(3)(b) 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: **MEREDITH DEBRUIN**  
 828 CENTER AVE  
 SHEBOYGAN, WI 53081-4442

Municipality: City of Sheboygan  
 County: Sheboygan

School District: Kohler School District (2842)  
 School District Clerk: Amy Harms

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-5063	04/06/2021	Issue Debt	2041	\$17,550,000.00	\$1,183,425.95	32.022533%	\$378,962.96
RF-5064	04/06/2021	Issue Debt	2041	\$2,590,000.00	\$174,648.05	32.022533%	\$55,926.73

**CITY OF SHEBOYGAN  
R. C. 131-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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; recommend filing the document.

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 46-23-24**

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

**AUGUST 21, 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, and authorizes City staff to make any modifications to the Offer to Purchase that may be appropriate, 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.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

---

Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

**WB-15 COMMERCIAL OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON June 29, 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                      [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 July 28, 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 September 29, 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.



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.



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



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



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 shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_% ("2" if left blank) at the first adjustment and by not more than \_\_\_\_\_% ("1" 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 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 contingency for that purpose:~~~~366 ■ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment. This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment (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 this contingency.~~~~374 CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment 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, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of written loan commitment from Buyer.~~~~380 ■ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s) rejection letter(s) or other evidence of 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 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 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.~~~~392 IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within \_\_\_\_\_ days ("7" if left blank) after 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 the time of verification, sufficient funds to close; or~~~~396 (2) \_\_\_\_\_ [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 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of 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 at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.~~~~408 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value less than the agreed upon purchase price, and a written notice objecting 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 price to the value shown on the appraisal report within \_\_\_\_\_ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.~~



~~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).

☒ **X** 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.**



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

**MAINTENANCE** Seller shall maintain the Property and all personal property included in the purchase price until the earlier 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 ordinary wear and tear and changes agreed upon by Parties.

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

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

**OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 620-650 or in an addendum attached per line 676. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

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

If Seller defaults, Buyer may:

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

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

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

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

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

**FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA)** Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign



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.

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

Page 12 of 12, WB-15

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 664.

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 of Sheboygan, Sheboygan County, Wisconsin

679 (x) By: \_\_\_\_\_

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

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 June 28, 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 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.

**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:

BUYER:

City of Sheboygan

Trinity Evangelical Lutheran Church of the  
Analtered Augsburg Confession City of  
Sheboygan, Sheboygan County, Wisconsin

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

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

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

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

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\_\_\_\_\_

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

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

**CITY OF SHEBOYGAN  
R. C. 134-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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. C. 135-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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. C. 136-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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. C. 137-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

Committee:

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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  
RESOLUTION 87-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**NOVEMBER 6, 2023.**

A RESOLUTION 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.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Kiwanis Park pickleball courts (the "Project"); and

WHEREAS, the lowest bid of the three received was from Buteyn-Peterson Construction Company, Inc. for \$314,731.50; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with Buteyn-Peterson Construction Company, Inc. for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement via the following budget amendment:

INCREASE:

Community Development Block Grant Fund – CDBG – Park/Rec Improvements	
(Acct No. 260660-641700)	\$270,000

Community Development Block Grant Fund – CDBG – Federal Housing/Economic Grant	
(Acct No. 260-432710)	\$270,000

Capital Projects Fund – Capital Recreation – Improvements other than Buildings	
(Acct No. 400500-641100)	\$ 44,731.50


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2486-23R	Page:	1 of 7

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Buteyn-Peterson Construction Company, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Kiwanis Park Improvements – Pickleball (Courts A Community Development Block Grant Public Facilities Project).***

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before June 23, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
		Section:	00 52 00		
		Bid Number:	2486-23R	Page:	2 of 7


1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### 6.04 *Interest*


- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Bonds:




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- a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 - Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated October 10, 2023
7. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 1 page.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*


- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

## PROJECT MAN

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

Buteyn-Peterson Construction Company, Inc.

By:

\_\_\_\_\_  
(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

\_\_\_\_\_  
(signature)

Name,

Title: \_\_\_\_\_  
(printed)

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Attest:

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

By:

Address for giving notices:

\_\_\_\_\_  
(signature)

Name,

Title: Meredith DeBruin, City Clerk

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signatures authorized pursuant to Res. \_\_\_\_-23-24.

Address for giving notices:

City of Sheboygan – Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Approved as to form and Execution:

By:

\_\_\_\_\_


(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:


\_\_\_\_\_

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
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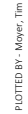
**Kiwanis Park Improvements  
Pickleball Courts**

SECTION	TITLE	Pages
<b>00 00 00</b>	<b>PROCUREMENT AND CONTRACTING REQUIREMENTS</b>	
	<b>Introductory Information</b>	
00 01 01	Cover	1
00 01 10	Table of Contents	2
	<b>Procurement Requirements</b>	
00 11 13	Advertisement for Bids	2
00 21 13	Instructions for Bidders	10
00 41 43	Bid Form	6
00 41 44	Unit Price Worksheet	1
00 41 44.1	Quest Unit Price Worksheet	3
00 42 13	Bid Bond	2
00 43 43	Federal Requirements	34
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>02 00 00</b>	<b>DEMOLITION</b>	
02 10 00	Selective Demolition	2
<b>11 00 00</b>	<b>EQUIPMENT</b>	
11 68 00	Pickleball Court Posts and Nets	2

## PROJECT MAN

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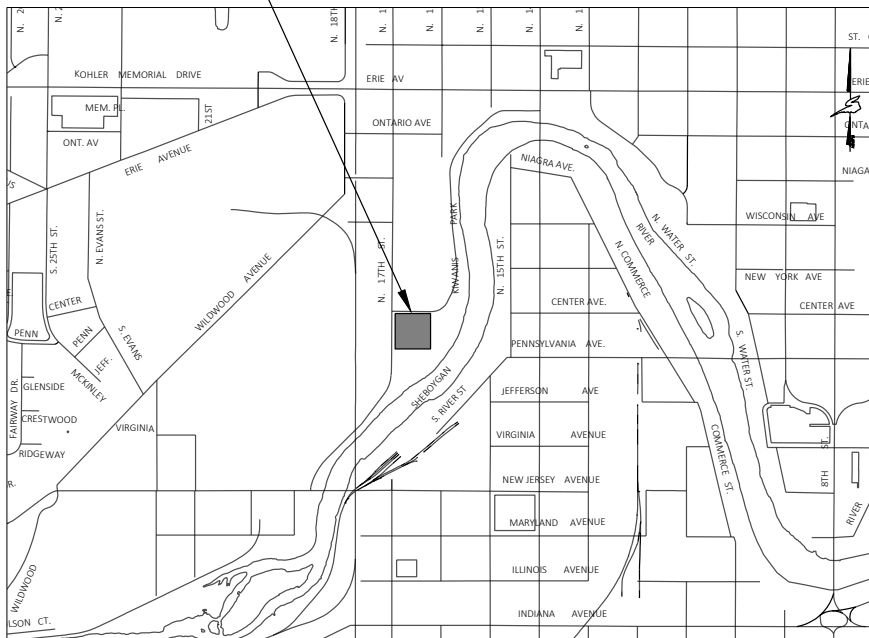
SECTION	TITLE	Pages
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 25 00	Erosion Control and Site Maintenance	3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 05 00	Aggregate Base	3
32 10 00	Grading, Curb and Gutter, and Sidewalk	5
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6



BID NUMBER: 2485-23R

(A COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC FACILITIES PROJECT)

## PROJECT LOCATION



Article Number 12345

INDEX OF SHEETS		
<u>SHEET NO.</u>	<u>DRAWING NO.</u>	<u>DESCRIPTION</u>
1	000CV	TITLE SHEET
2	001GN	GENERAL NOTES
3	020PO	PROJECT OVERVIEW
4	030SC	SURVEY CONTROL
5-13	040CD 1-9	CONSTRUCTION DETAILS
14	110EC-1	EROSION CONTROL - NOTES
15	110EC-2	EROSION CONTROL DETAILS
16	120ES	EARTHWORK STAGING DETAIL
17	400PL	PLAN LAYOUT
18	600GP	GRADING PLAN
19	601PG-1	PAVING GRADES (TOP OF SUBGRADE)
20	601PG-2	PAVING GRADES (BINDER COURSE)
21	601PG-3	PAVING GRADES (FINISHED SURFACE)
22	700MO	MISCELLANEOUS QUANTITIES

[illegible]

# KIWANIS PARK IMPROVEMENTS PICKLEBALL COURTS

TITLE SHEET

CITY OF SHEBOYGAN  
**PUBLIC WORKS**

City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/26/2023
Bid No.	2485-23R
Project Date	SEPTEMBER 2023
Sheet No.	1
Drawing No.	000CV-1

2485-23R Kiwanis Park - Pickleball Courts (#8738048)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/12/2023 10:00 AM CDT

						Buteyn-Peterson Construction Company	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$18,000.00	\$18,000.00
	2	2	Site Grading	LS	1	\$22,700.00	\$22,700.00
	3	3	Construction Staking	LS	1	\$6,000.00	\$6,000.00
	4	4	Base Aggregate Dense 3/4-Inch	Tons	25	\$50.00	\$1,250.00
	5	5	Base Aggregate Dense 1 1/4-Inch	Tons	875	\$19.00	\$16,625.00
	6	6	Asphaltic Surface 1 3/4" Binder Course	Tons	180	\$150.18	\$27,032.40
	7	7	Asphaltic Surface 1 1/2" Surface Course	Tons	155	\$158.47	\$24,562.85
	8	8	Tack Coat	Gal	115	\$4.85	\$557.75
	9	9	Sawcut Control Joints and Armor	LF	518	\$30.00	\$15,540.00
	10	10	Concrete Sidewalk 4-Inch	SF	1175	\$6.50	\$7,637.50
	11	11	Surface Painting	SF	16464	\$1.75	\$28,812.00
	12	12	Court Striping	LF	1188	\$3.00	\$3,564.00
	13	13	Court Nets, Posts and Tie-Downs	Each	6	\$3,545.00	\$21,270.00
	14	14	8' Fencing (includes 4 Gates)	LF	700	\$103.00	\$72,100.00
	15	15	4' Fencing	LF	200	\$65.00	\$13,000.00
	16	16	Silt Fence	LF	1200	\$2.25	\$2,700.00
	17	17	Inlet Protection	Each	6	\$150.00	\$900.00
	18	18	Tracking Pad	Each	1	\$1,500.00	\$1,500.00
	19	19	Ditch Check	Each	1	\$200.00	\$200.00
	20	20	Salvaged Topsoil	SY	6000	\$3.50	\$21,000.00
	21	21	Hydro-Seed	SY	6000	\$1.63	\$9,780.00
<b>Total</b>							<b>\$314,731.50</b>



**CITY OF SHEBOYGAN  
R. C. 138-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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 91-23-24**

**BY ALDERPERSONS DEKKER AND RUST.**

**NOVEMBER 6, 2023.**

A RESOLUTION 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.

WHEREAS, the City of Sheboygan has advertised for bids to construct the Butzen Sports Complex parking lot (the "Project"); and

WHEREAS, the lowest bid of the three received was from Premier Excavation LLC for \$391,134.52; and

WHEREAS, there are available unused debt proceeds from the 2023-2027 Capital Improvements Plan due to the Taylor Drive Lighting project no longer being completed allowing for the reallocation to this project; and

WHEREAS, there are also unused project funds related to the Butzen Property from 2020 within the Fund Balance of the Capital Projects Fund that can be utilized to fund the remaining amount needed to complete this project; and

WHEREAS, the City Engineer has reviewed the bids and determined that the low bid met all of the project specifications.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached agreement with Premier Excavation LLC for the construction of the Project.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following accounts upon the agreement being fully executed by all parties, to pay for the construction done pursuant to the agreement via the following budget amendment:

DECREASE:

Capital Projects Fund – Public Works – Other Equipment (Acct No. 400300-659100)	\$284,000.00
--	--------------

INCREASE:

Capital Projects Fund – Culture & Recreation – Improvements other than Buildings (Acct No. 400500-641100)	\$391,134.52
--	--------------

Capital Projects Fund – Capital Projects – Fund Equity Applied (Acct No. 400-493000)	\$107,134.52
---	--------------


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

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement		
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**AGREEMENT  
 BETWEEN OWNER AND CONTRACTOR  
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and  
Premier Excavation, LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: municipal street and utility construction.

**ARTICLE 2 – THE PROJECT**

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: ***Butzen Sports Complex – Parking Lot.***

**ARTICLE 3 – ENGINEER**

- 3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan.
- 3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*


- A. The Work will be substantially completed on or before June 28, 2024 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14<sup>th</sup> day following substantial completion.

4.03 *Milestones*

1. None.

4.04 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

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1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
  4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.05 *Special Damages*

- C. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- D. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

## ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) as stated in Contractor's Bid, attached hereto as an exhibit.
  - B. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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## ARTICLE 6 – PAYMENT PROCEDURES

### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on the third Wednesday of the Month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
    - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.


### 6.04 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

## ARTICLE 7 – CONTRACT DOCUMENTS

### 7.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Bonds:


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- a. Performance bond (together with power of attorney).
  - b. Payment bond (together with power of attorney).
3. Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
4. Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
5. Federal Labor Provisions (HUD 4010), Wage Determinations, Affirmative Action Requirements, Contract Language Requirements, Equal Opportunity Clause and Section 3 Contract Requirements as identified in Section 00 43 43 – Federal Requirements (not attached but incorporated by reference)
6. Addenda (not attached but incorporated by reference)
  - a. Number 1 dated October 10, 2023.
7. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid consisting of 2 pages.
8. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed,
  - b. Work Change Directives,
  - c. Change Orders,
  - d. Field Order,
  - e. Task Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

## ARTICLE 8 – ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

### 8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
  2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.


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4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

#### 8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and



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4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

*(Continued on next page)*

## PROJECT MAN

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		Section:	00 52 00		
		Bid Number:	2484-23	Page:	7 of 7

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

City of Sheboygan

CONTRACTOR:

Premier Excavation, LLC

By:

\_\_\_\_\_  
(signature)

Name,

Title: Ryan Sorenson, Mayor

By:

\_\_\_\_\_  
(signature)

Name,

Title: \_\_\_\_\_  
(printed)

Date:

\_\_\_\_\_

Date:

\_\_\_\_\_

Attest:

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

By:

Address for giving notices:

\_\_\_\_\_  
(signature)

Name,

Title: Meredith DeBruin, City Clerk

\_\_\_\_\_

Date:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signatures authorized pursuant to Res. \_\_\_\_-23-24.

Address for giving notices:

City of Sheboygan – Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Approved as to form and Execution:

By:


\_\_\_\_\_  
(signature)

Name,

Title: Charles C. Adams, City Attorney

Date:


\_\_\_\_\_

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**Kiwanis Park Improvements  
Pickleball Courts**

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00 43 43	Federal Requirements	34
00 45 13	Bidder's Proof of Responsibility	4
00 45 20	Bidder's Proof of Responsibility and Non-Collusion Affidavit – Subcontractor	3
00 45 50	List of Subcontractors	1
	<b>Contracting Requirements</b>	
00 52 00	Agreement	7
00 55 00	Notice to Proceed	1
00 61 13	Performance Bond Form	3
00 61 14	Payment Bond Form	3
00 62 11	Submittal Cover	1
00 62 76	Application for Payment	2
00 63 63	Change Order Form	2
00 65 16	Certificate of Substantial Completion	1
00 65 18	Contractor's Affidavit of Compliance Certification and Release	1
00 65 19	Consent of Surety to Final Payment	1
00 72 00	Standard General Conditions of the Construction Contract – 2018	78
00 73 00	Supplementary Conditions	13
	<b>GENERAL REQUIREMENTS</b>	
01 11 00	Summary of Work	2
01 14 00	Work Restrictions	5
01 43 00	Quality Assurance	2
01 55 26	Traffic Control	2
01 57 19	Temporary Environmental Controls	2
01 71 23	Construction Staking	2
01 78 00	Closeout Requirements	2
01 78 19	Project Record Requirements	2
<b>02 00 00</b>	<b>DEMOLITION</b>	
02 10 00	Selective Demolition	2
<b>11 00 00</b>	<b>EQUIPMENT</b>	
11 68 00	Pickleball Court Posts and Nets	2

## PROJECT MAN

	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Table of Contents		
		Section:	00 01 10		
		Bid Number:	2485-23R	Page:	2 of 2

SECTION	TITLE	Pages
<b>31 00 00</b>	<b>EARTHWORK</b>	
31 20 00	Excavation	3
31 25 00	Erosion Control and Site Maintenance	3
<b>32 00 00</b>	<b>EXTERIOR IMPROVEMENTS</b>	
32 05 00	Aggregate Base	3
32 10 00	Grading, Curb and Gutter, and Sidewalk	5
32 18 23	Court Surface	5
32 31 00	Fences and Gates	6

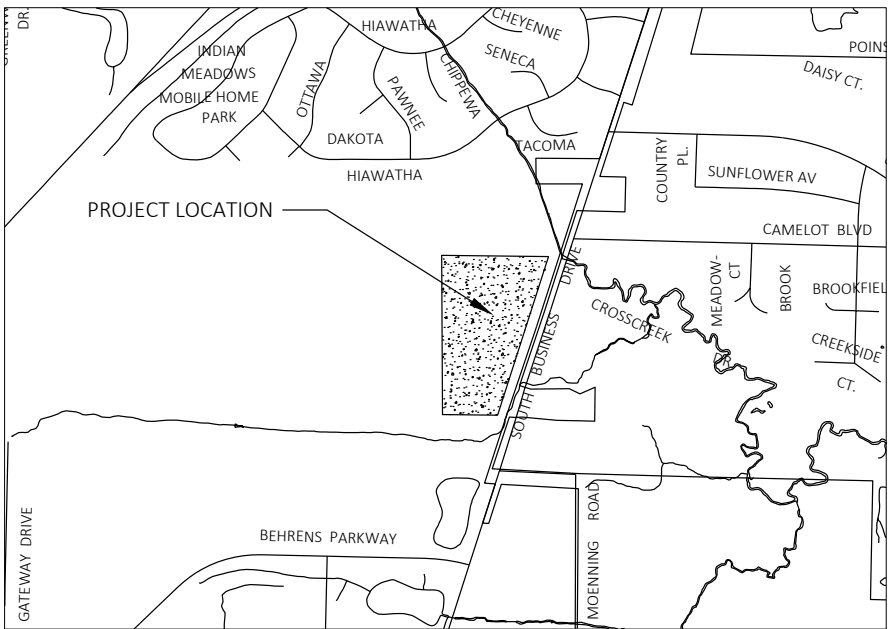
BID NUMBER: 2484-23

# CITY OF SHEBOYGAN

## DEPARTMENT OF PUBLIC WORKS

### BUTZEN SPORTS COMPLEX PARKING LOT

OCTOBER 2023



NOT TO SCALE

INDEX OF SHEETS		
SHEET NO.	DRAWING NO.	DESCRIPTION
1	000 CV	TITLE SHEET
2	001 GN	GENERAL NOTES
3	020 PO	PROJECT OVERVIEW
4	030 SC	SURVEY CONTROL
5-11	040 D 1-7	CONSTRUCTION DETAILS
12	050 RD	REMOVAL DETAILS
13-15	110 EC 1-3	EROSION CONTROL DETAILS
16	110 EC-4	EROSION CONTROL NOTES
17	200 GP-1	LAYOUT INFORMATION (CURB AND PARKING LOT EDGES)
18	200 GP-2	LAYOUT INFORMATION (FENCE, RADIUS AND STRUCTURES)
19	201 GP	LAYOUT INFORMATION (NORTH END GRADING)
20	202 GP-1	LAYOUT INFORMATION (NE STOCKPILE LOCATION)
21	202 GP-2	LAYOUT INFORMATION (SW STOCKPILE LOCATION)
22	203 GP	LAYOUT INFORMATION TABLES
23	205 UP	UTILITY PLAN
24	205 UP-2	UTILITY PLAN - PROFILES
25	305 TC	TRAFFIC CONTROL
26	700 PM	PAVEMENT MARKING AND PERMANENT SIGNING

BUTZEN SPORTS COMPLEX  
PARKING LOT  
TITLE SHEET

CITY OF SHEBOYGAN  
PUBLIC WORKS

City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081  
Ryan Szama, PE - City Engineer

Designed By	TJM
Drawn By	TJM
Checked By	KEJ
Plot Date	9/29/2023
Bid No.	2484-23
Project Date	OCTOBER 2023
Sheet No.	1
Drawing No.	000CV



2484-23 Butzen Sports Complex - Parking Lot (#8747884)

Owner: Sheboygan WI, City of

Solicitor: Sheboygan WI, City of

10/17/2023 10:00 AM CDT

						Premier Excavation LLC	
Section Title	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
	1	1	Mobilization	LS	1	\$11,500.00	\$11,500.00
	2	2	Construction Staking	LS	1	\$999.00	\$999.00
	3	3	Traffic Control	LS	1	\$12,967.00	\$12,967.00
	4	4	Restoration and Repair of Alliant Energy Access Rd	LS	1	\$0.01	\$0.01
	5	5	Clearing and Grubbing	STA	3	\$1,500.00	\$4,500.00
	6	6	Excavation Common	CY	8200	\$4.90	\$40,180.00
	7	7	Base Aggregate Dense, 1 1/4-Inch	Tons	6075	\$18.85	\$114,513.75
	8	8	Asphaltic Surface (Driveways and Turn Lanes)	Tons	92	\$210.26	\$19,343.92
	9	9	Removing Inlet, Endwall and Pipe	Each	1	\$250.00	\$250.00
	10	10	Removing Curb and Gutter	LF	305	\$8.20	\$2,501.00
	11	11	Inlets, Type N1	Each	3	\$2,200.00	\$6,600.00
	12	12	Manhole, 4-FT Diameter	Each	1	\$3,700.00	\$3,700.00
	13	13	Inlet Frame and Grate	Each	2	\$1,556.39	\$3,112.78
	14	14	Inlet Cover Type C	Each	1	\$1,300.00	\$1,300.00
	15	15	Manhole Casting	Each	1	\$1,200.00	\$1,200.00
	16	16	PVC SS, 12-Inch	LF	9	\$106.00	\$954.00
	17	17	PVC SS, 15-Inch	LF	92	\$110.00	\$10,120.00
	18	18	PVC SS, 18-Inch	LF	48	\$112.00	\$5,376.00
	19	19	Apron Endwall, 15-inch	Each	1	\$1,000.00	\$1,000.00
	20	20	Apron Endwall, 18-Inch	Each	1	\$1,100.00	\$1,100.00
	21	21	PVC Sanitary Sewer, 8-Inch	LF	216	\$160.00	\$34,560.00
	22	22	Sanitary Manhole, 4-ft Dia	Each	1	\$4,700.00	\$4,700.00
	23	23	Sanitary Manhole Casting	Each	1	\$600.00	\$600.00
	24	24	Manhole Modifications (SA-2B-002)	LS	1	\$8,500.00	\$8,500.00
	25	25	Adjusting Sanitary Manhole (SA-2B-003)	LS	1	\$950.00	\$950.00
	26	26	6" PVC Watermain	LF	7	\$112.00	\$784.00
	27	27	8" PVC Watermain	LF	200	\$130.00	\$26,000.00
	28	28	Hydrant	Each	1	\$5,900.00	\$5,900.00

29	29 Relocate Existing Hydrant	Each	1	\$1,200.00	\$1,200.00
30	30 6" Gate Valve	Each	1	\$2,600.00	\$2,600.00
31	31 8" Gate Valve	Each	1	\$3,200.00	\$3,200.00
32	32 HMA Pavement (S. Business Dr)	Tons	15	\$326.18	\$4,892.70
33	33 Tack Coat	Gal	3	\$3.67	\$11.01
34	34 Concrete Curb and Gutter, 30-Inch	LF	360	\$40.68	\$14,644.80
35	35 Concrete Surface Drain	SY	10	\$10.50	\$105.00
36	36 Silt Fence and Maintenance	LF	1800	\$1.51	\$2,718.00
37	37 Tracking Pads	Each	2	\$750.00	\$1,500.00
38	38 Inlet Protection	Each	4	\$22.00	\$88.00
39	39 Salvaged Topsoil	SY	10300	\$0.80	\$8,240.00
40	40 Hydro-Seed	SY	10300	\$2.21	\$22,763.00
41	41 3-Rail Cedar Fence	LF	80	\$38.02	\$3,041.60
42	42 Sawing Concrete	LF	460	\$4.03	\$1,853.80
43	43 Moving Signs and Sign Posts	Each	2	\$100.00	\$200.00
44	44 Signs	SF	15	\$37.81	\$567.15
45	45 Sign Posts Tubular Steel, 11-FT	Each	2	\$149.00	\$298.00
<b>Total</b>					<b>\$391,134.52</b>

**CITY OF SHEBOYGAN  
R. C. 139-23-24**

**BY PUBLIC WORKS COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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. 66-23-24**

**BY CITY CLERK.**

**NOVEMBER 6, 2023.**

Submitting a request from Paul Rammer for approval to allow hunters to hunt migratory wildlife within the city limits.

October 30, 2023

To the Sheboygan Department of Public works,

My name is Paul Rammer and I'm the person who farms the land (tract numbers 59030454462, 59030454460, 59030454450, 59030454421) owned/managed by the Boerke Co that was just annexed into the City of Sheboygan. I'm writing to you because I have always allowed hunters to hunt migratory wildlife (Canadian geese and ducks) on this property. The hunters provide a good deterrence against the nuisance resident Canadian geese from damaging crops. This is especially true with soft red winter wheat.

I went to city hall and asked if there is a certain sized property within the city limits that can allow hunters access. I received the response that I need to contact you and ask for permission. This contiguous property is about 124 acres and hunters hunt between 233 and 800 yards from the nearest occupied home (the farm house). The nearest business to where hunters normally sit is Kriete Truck Center and that is about 300 yards away. There is a father (who works at Kriete) and son who normally hunt on our fields. The next closest business is FedEx and Sheboygan Powersports and they are both about 400 yards away from where people hunt.

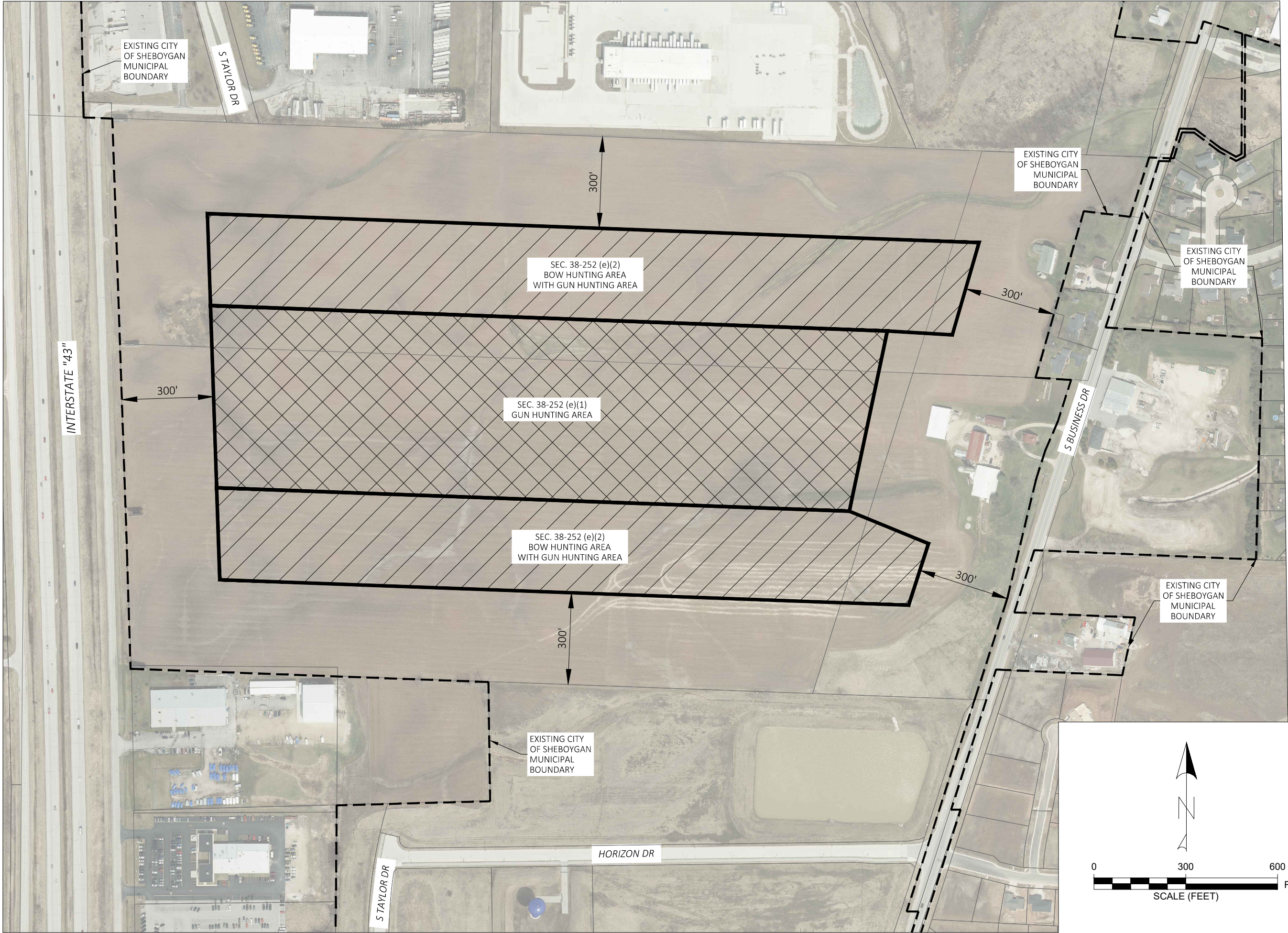
Besides helping with discouraging geese from landing on the property, they offer an extra set of eyes to help survey for and deter trespassers. Most recently I was told about people who were driving their vehicles and spinning doughnuts in the field. I was given a definite time frame of between the night of Oct 21 and early morning of the 22<sup>nd</sup>. A goose hunter has lent me a trail camera to help provide a way to catch the trespassers in the act.

It would be a substantial help towards my agricultural operation to continue to allow waterfowl hunters on this property. Your consideration is appreciated.

Thank you,

Paul Rammer  
Ph (920) 838-3417  
e-mail svrammer@gmail.com





BOERKE PROPERTY (RAMMER FARM)  
CITY OF SHEBOYGAN  
SEC 38-252 HUNTING BOUNDARIES

CITY OF SHEBOYGAN  
PUBLIC WORKS

City of Sheboygan  
Department of Public Works  
Engineering Division  
2026 New Jersey Avenue  
Sheboygan, WI 53081

Ryan Sazama, PE - City Engineer

Designed By	-
Drawn By	MPB
Checked By	MPB
Plot Date	11/10/2023
Bid No.	-
Project Date	11/10/2023
Sheet No.	
Drawing No.	111

Revision Number	Revision Description	Drawn By	Date

Item 20.



**CITY OF SHEBOYGAN  
R. C. 140-23-24**

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

**NOVEMBER 20, 2023.**

Your 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.

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 90-23-24**

**BY ALDERPERSONS SALAZAR AND FELDE.**

**NOVEMBER 6, 2023.**

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement – Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2024, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

Presiding Officer

Attest

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

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

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

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

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

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

1. That effective January 1, 2024, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2024.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

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

Dated this 27 day of November, 2023.

SHEBOYGAN COUNTY

BY: Cory L. Roeseler  
Cory L. Roeseler  
Sheriff

Dated this 1<sup>st</sup> day of December, 2023.

CITY OF SHEBOYGAN

BY: Ryan Sorenson  
Ryan Sorenson  
Mayor

ATTEST: Meredith DeBruin  
Meredith DeBruin  
City Clerk

This Agreement is authorized by and in accordance with Res.  
No. 90 - 23 - 24.

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

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

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

SHEBOYGAN COUNTY

BY: \_\_\_\_\_  
Cory L. Roeseler  
Sheriff

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF SHEBOYGAN

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

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

This Agreement is authorized by and in accordance with Res.  
No. \_\_\_\_ - 23 – 24.

**CITY OF SHEBOYGAN  
R. C. 141-23-24**

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

**NOVEMBER 20, 2023.**

Your Committee to whom was referred R. O. No. 69-23-24 by City Clerk submitting various license applications; recommends granting the applications.

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. 69-23-24**

**BY CITY CLERK.**

**NOVEMBER 6, 2023.**

Submitting various license applications.

**CHANGE OF AGENT**

Eric Newton is replacing Shawn K. Dortman as agent effective immediately for Kohler Company Golf Course.

**CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2023) (NEW)**

<u>No.</u>	<u>Name</u>	<u>Address</u>
2889	Family Dollar Store #25587 (Family Dollar Stores of Wisconsin, LLC)	2821 N. 15 <sup>th</sup> Street

**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 23.

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>
<b>NOTARY SEAL</b>	Signed before me this date	My Commission Expires
	10/30/2023	9/13/2027

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. O. 74-23-24**

**BY CITY CLERK.**

**NOVEMBER 20, 2023.**

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).

OFFICE USE ONLY	
APPLICATION NO.:	_____
RECEIPT NO.:	_____
FILING FEE: \$200.00 (Payable to City of Sheboygan)	

Item 24.

**CITY OF SHEBOYGAN**  
**APPLICATION FOR**  
**AMENDMENT OF OFFICIAL ZONING MAP**  
(Requirements Per Section 15.903)  
Revised May, 2012

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

**1. APPLICANT INFORMATION**

APPLICANT: City Church Sheboygan, INC PHONE NO.: ( 920 ) 452-0111  
ADDRESS: 3021 Main Ave, Sheboygan, WI E-MAIL: office@ourcity.cc  
OWNER OF SITE: City Church Sheboygan, INC PHONE NO.: ( 920 ) 452-0111

**2. DESCRIPTION OF THE SUBJECT SITE**

ADDRESS OF PROPERTY AFFECTED: 3021 Main Ave, Sheboygan, WI  
LEGAL DESCRIPTION: Non-profit church corporation

PARCEL NO. 59281615440 MAP NO. \_\_\_\_\_

EXISTING ZONING DISTRICT CLASSIFICATION: Suburban Residential-5

PROPOSED ZONING DISTRICT CLASSIFICATION: Mixed Residential-8

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Sunday and  
Wednesday services with groups and office hours through the week, all ages

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Add licensed  
Childcare Ministry Monday-Friday with early childhood education

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

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? Add a much needed licensed

childcare program with early childhood education to the county to bring in

more employees to the city and county who have previously turned down jobs because they cannot find childcare.

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

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☐ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☒ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☐ Explain: The current assigned zone does not have conditional use for group  
day care centers.

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? Choosing to go with the moderately high

density character allows the area to stay residential.



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

The county has a need for more employees but a lack of licensed childcare

Preventing them from accepting jobs. There are approximately 340 children

currently on waiting lists. New zoning will allow this program to help meet some of this need while keeping the neighborhood's current character.

#### 4. CERTIFICATE

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

  
APPLICANT'S SIGNATURE

November 15, 2023

DATE

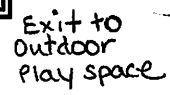
A. Vicky Guillen

PRINT ABOVE NAME

#### APPLICATION SUBMITTAL REQUIREMENTS

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

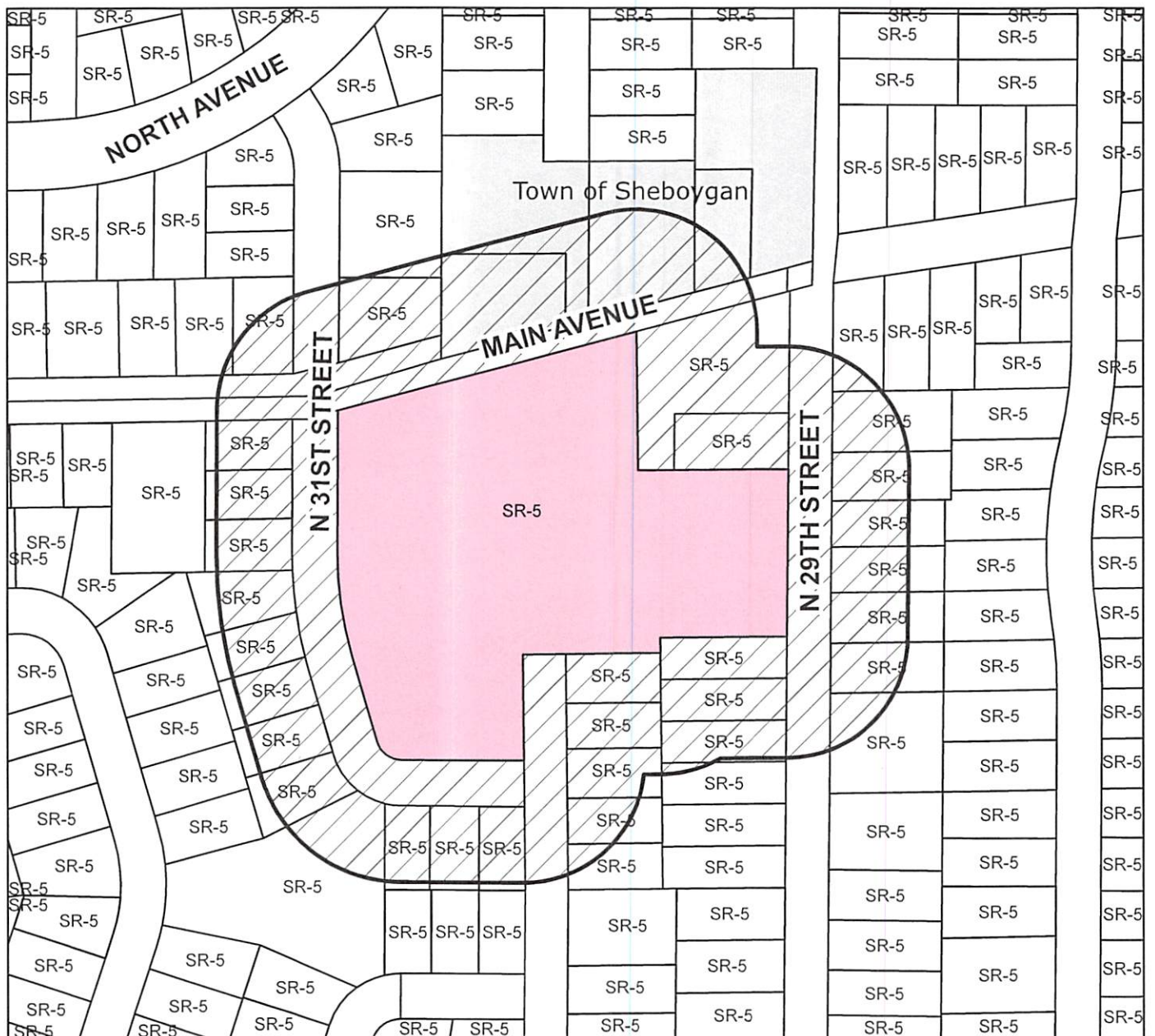
- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.



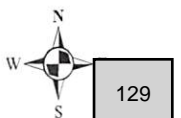
# **PROPOSED REZONE FROM SUBURBAN RESIDENTIAL-5 (SR-5) TO MIXED RESIDENTIAL-8 (MR-8)**

SECTION 16, TOWNSHIP 15 NORTH, RANGE 23 EAST

GRACELAND SUBD NO 14 ALL OF BLK 26 OF SD SUBD & ALSO ALL OF BLK 26 OF GRACELAND SUBD NO 16, ALSO UNPLATTED LAND DESC AS: COM AT THE NE COR OF LOT 8 BLK 26 OF GRACELAND SUBD NO 16, TH S-88-DEG-55'-00"-W 161.22' ALG THE N LINE OF SD BLOCK 26 TO THE S LINE OF MAIN AVE., TH N-75-DEG-07'- 00"-E 329.30' ALONG SD S LINE, TH S-02-DEG-16'-00"-E 178.71', TH S-89-DEG-04'- 30"E 196.75' TO THE W LINE OF N 29TH ST, TH S-00-DEG- 50'-00"-E 220' ALG SD W LINE, TH S-89-DEG-04'-30"-E 167.75', TH S-00-DEG-50'- 00"-E 20', TH S-89-DEG-01'- 00"-W 125.00' TO THE E LINE OF N 30TH ST, TH S-89-DEG- 12'-00"-W 60.14' TO THE SE COR OF LOT 4 OF BLK 26 OF GRACELAND SUBD NO 16, BEING A POINT IN THE W LINE OF N 30TH ST, TH N-00-DEG-48'- 00"-W 245', TH N-02-DEG-22'- 00"-E 100.44' ALG SD E LINE TO BEG



0 100 200 400 US Feet



CLK322B

*City Of Sheboygan*  
*City Clerk's Office*

*\* General Receipt \**

Receipt No: 231443

License No: 0000

Date: 11/15/2023

Received By: MKC

Received From: CITY CHURCH SHEBOYGAN, INC

Memo: REZONE

Method of Payment: \$200.00 Check No. 1019

Total Received: \$200.00

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

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

**CITY OF SHEBOYGAN  
R. O. 73-23-24**

**BY CITY CLERK**

**NOVEMBER 20, 2023.**

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.



# 2023 OFFICIAL BALLOT FOR FSA COMMITTEE ELECTIONS

This is your official ballot for voting in the County (COC) FSA Committee election. Vote for a farmer or rancher of your choice to represent you on the County FSA Committee. The ballot lists the names of the candidates, and has space where you can write in another if you desire. If you know of eligible voters who did not receive a ballot, please inform them that they should request a ballot from this office. If you have questions on eligibility to vote or to hold office, please contact this office. The COC answers questions on election procedures, and on eligibility to vote or hold office.

### Voting in Person:

If you are voting in person instead of mailing this ballot, go to the following voting location by election date:

SHEBOYGAN COUNTY FARM SERVICE AGENCY  
1926 EASTERN AVE  
PLYMOUTH WI 53073-4263

### Witnessing the Ballot Counting:

Any interested person may witness the vote counting. This election is conducted by secret ballot and no one will know how you voted. Votes received by candidates are available to you on request. Ballots will be counted in public at the following time, date, and location:

SHEBOYGAN COUNTY FARM SERVICE AGENCY  
1926 EASTERN AVE  
PLYMOUTH WI 53073-4263  
2023-12-07 10:30 AM

### Election of Candidates:

The candidate receiving the highest number of votes will serve as the COC member. Candidates receiving the next highest number of votes will serve as alternates to the COC. Contact the FSA office if you have questions regarding positions to be filled on the COC.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

↓ Separate Ballot Along Dotted Line ↓

FSA-669 (1-24-14)

**STEP 1. VOTE FOR ONLY 1 CANDIDATE, IF MORE THAN 1 BOX IS CHECKED THE VOTE WILL BE INVALID. If mailing ballot, it must be postmarked by Dec 4.**

**THIS IS YOUR BALLOT FOR FSA COMMITTEE ELECTIONS**

Check the box next to the name of the person you are voting for, even if there is only 1 name listed. Or "write-in" the name of any other eligible farmer or rancher that you are voting for.

1. ELECTION DATE:  
2023-12-04

2. MAILED TO VOTER  
2023-11-06

3. STATE CODE  
55

4. COUNTY CODE  
117

5. COC  
1

6. LAA  
2

☐ KENNETH E MOEHRING

☐ MATTHEW M GARTMAN

☐ STACY LYNN LIMBERG

☐

**STEP 2. Separate ballot along dotted line below and place into ballot return envelope.**

Insert folded ballot, sign but do not remove ballot label, fold over envelope flaps and seal

### STEP 3.

**Sign on label to the right.**

You must sign on the label next to Signature (By) AND if you are signing for an entity you MUST include the "Title/Relationship" (example: Member or Trustee) or your ballot cannot be counted. If you sign with an "X" or other mark, your mark must be witnessed below. Do not remove the label.

For entities only, "By signing, I certify that I have signature authority for the entity identified below." This does not apply to Powers of Attorney.

CITY OF SHEBOYGAN  
828 CENTER AVE STE 205  
SHEBOYGAN, WI 53081-4497

Signature (By): \_\_\_\_\_  
Individual or Entity Representative

If applicable,  
Title of Entity Representative: \_\_\_\_\_

**STEP 4. Seal this flap in two places and mail.**

Insert folded ballot, sign but do not remove ballot label, fold over envelope flaps and seal

**CITY OF SHEBOYGAN  
RESOLUTION 95-23-24**

**BY ALDERPERSONS DEKKER AND SALAZAR.**

**NOVEMBER 20, 2023.**

A RESOLUTION authorizing the appropriate City official to cast an official ballot for the Sheboygan County representative on the Farm Service Agency Committee.

WHEREAS, the City of Sheboygan received an official ballot naming three (3) candidates running for a position on the County Farm Service Agency Committee; and

WHEREAS, the City of Sheboygan is tasked with voting for one of the three named candidates or filling in the space with a write-in candidate; and

WHEREAS, the candidate receiving the highest number of votes will serve as the Sheboygan County member and the candidates receiving the next highest number of votes will serve as alternates; and

WHEREAS, the rules are being suspended to allow for the ballot to be cast and returned by the December 4, 2023 election date.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to cast the ballot for the person voted on by council at the November 20, 2023 council meeting, with the results being documented in the minutes from said meeting.

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  
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

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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  
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  
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  
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  
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

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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

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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

Zoho Sign Document ID: 2AB7F2F4-XW60AHC4ZAIQX8IAMCQBQBUXMQZ6NDBNHDDHL9VGS

<b>Form W-9</b> (Rev. October 2018) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer Identification Number and Certification</b> ▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Locality Media, Inc.</b>		
2 Business name/disregarded entity name, if different from above (Leave blank)		
<b>First Due</b> 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.		
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <input type="checkbox"/> Individual/sole proprietor or single-member LLC  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____           </div> <div style="width: 35%;"> <input checked="" type="checkbox"/> C Corporation    <input type="checkbox"/> S Corporation    <input type="checkbox"/> Partnership    <input type="checkbox"/> Trust/estate           </div> </div>		
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>		
5 Address (number, street, and apt. or suite no.) See instructions. <b>107 7th Street</b> 6 City, state, and ZIP code <b>Garden City, NY 11530</b>		Requester's name and address (optional)
7 List account number(s) here (optional)		
<b>Part I Taxpayer Identification Number (TIN)</b> Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. <b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.		
Social security number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> </div>		or Employer identification number <div style="border: 1px solid black; padding: 2px; display: flex; justify-content: space-around;"> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> <span style="border: 1px solid black; width: 20px; height: 20px;"></span> </div>
<b>Part II Certification</b> Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. <b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.		
Sign Here	Signature of U.S. person ▶ <i>Andreas Huber</i> Date ▶ Jan 03 2023 07:29 PST	
<b>General Instructions</b> Section references are to the Internal Revenue Code unless otherwise noted. <b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> . <b>Purpose of Form</b> An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.		
<ul style="list-style-type: none"> <li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li> <li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li> <li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li> <li>Form 1099-S (proceeds from real estate transactions)</li> <li>Form 1099-K (merchant card and third party network transactions)</li> <li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li> <li>Form 1099-C (canceled debt)</li> <li>Form 1099-A (acquisition or abandonment of secured property)</li> </ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.		

Cat. No. 10231X

Form W-9 (Rev. 10-2018)

**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  
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. 132-23-24**

**BY FINANCE AND PERSONNEL COMMITTEE.**

**NOVEMBER 20, 2023.**

Your 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.

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 88-23-24**

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

**NOVEMBER 6, 2023.**

A RESOLUTION authorizing the appropriate City officials to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructure under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and

WHEREAS, the Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and

WHEREAS, in 2024, the County will distribute \$2,156,072 to local units of government, which includes \$637,980 to the City of Sheboygan during calendar year 2024, which is an increase of \$46,708 from 2023; and

WHEREAS, in 2024 the County will distribute the funds in two equal installments, one in July and one in September; and

WHEREAS, the City of Sheboygan supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and

WHEREAS, it is in the best interests of the City of Sheboygan to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan approves the Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is attached hereto, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan and to take the action necessary to comply with the terms of the Agreement, including filling out "Form A," a copy of which is attached hereto as part of the Intergovernmental Cooperative Agreement.

PASSED AND ADOPTED BY THE CITY OF SHEBOYGAN COMMON COUNCIL

---

Presiding Officer

Attest

---

Ryan Sorenson, Mayor, City of  
Sheboygan

---

Meredith DeBruin, City Clerk, City of  
Sheboygan

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING  
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE  
2024 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

**1. PARTIES.** The parties to the Agreement are the City of Sheboygan (Municipality), a municipal corporation with offices at 828 Center Avenue Sheboygan, WI 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

**2. PURPOSE.** Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that \$1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

**3. EFFECTIVE DATE; TERM; TERMINATION.**

**A. Effective Date.** This Agreement shall become effective on the last date of the required signatures at the end of this document.

**B. Term.** The term of this Agreement is for calendar year 2024.

**C. Termination – By County.** During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

**D. Termination – By Municipality.** During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

**4. AUTHORITY.** This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.



## **5. RESPONSIBILITIES OF COUNTY.**

A. County shall, over the course of calendar year 2024, pay to Municipality as a distribution of sales tax revenue, the sum of \$637,980.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

## **6. RESPONSIBILITIES OF MUNICIPALITY.**

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Municipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports, and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

**7. RESOLUTION OF DISPUTES.** County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

**8. HOLD HARMLESS; INDEMNIFICATION.** Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortious acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully

cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

**9. SEVERABILITY.** If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

**10. ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date Signed

#### **SHEBOYGAN COUNTY**

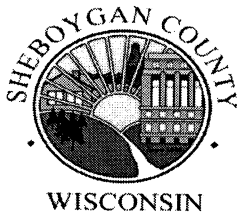
By: \_\_\_\_\_  
Alayne Krause  
Sheboygan County Administrator

\_\_\_\_\_  
Date Signed

By: \_\_\_\_\_  
Vernon Koch  
County Board Chair

\_\_\_\_\_  
Date Signed

S:\Finance\Administrative\Revenue Sharing Program\FY\_2024\2024 Agreement.docx



# Sheboygan County Shared Revenue Program

Item 35.

Budget Year 2024

(Form A)

## Section One

Municipality: City of Sheboygan

Transportation Budget 2023: \$ \_\_\_\_\_

Transportation Estimated Actual Expenditures for 2023: \$ \_\_\_\_\_

Transportation Budget Proposed 2024: \$ \_\_\_\_\_

County Shared Revenue: \$ \_\_\_\_\_

Per Intergovernmental Agreement Section 6.C. - is the County Shared Revenue increasing what would have otherwise been accomplished in 2024? (check one)

☐ Yes ☐ No ☐ Project is a multi-year project

**Section Two** - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project):*

### Project(s) Description

Where: \_\_\_\_\_

What work will be done: \_\_\_\_\_

Project ID: \_\_\_\_\_

Total cost of Project: \$ \_\_\_\_\_

Anticipated start of Project: \_\_\_\_\_

Anticipated completion of Project: \_\_\_\_\_

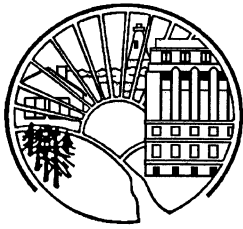
General Ledger Accounting Unit (if identifiable): \_\_\_\_\_

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



# SHEBOYGAN COUNTY

Item 35.

**Vernon Koch**  
*Chairman of the Board*

**Alayne Krause**  
*County Administrator*

August 29, 2023

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

Re: Sheboygan County Transportation Shared Revenue Program

Dear Mr. Sorenson,

As you know, effective January 1, 2017, the Sheboygan County Board enacted the one-half percent county sales tax to help maintain Sheboygan County's transportation system. The County Ordinance includes a provision to share the county sales tax revenue with local units of government to assist you in addressing your own transportation needs. We will be allocating \$2,156,072 for 2024. We will once again allocate based on your municipality's equalized value. The respective amounts are shown in the enclosed equalized value worksheet. Payments will again be disbursed in two equal installments in July 2024 and September 2024.

Please find enclosed the Sheboygan County Sales Tax Revenue-Sharing Intergovernmental Cooperative Agreement which sets forth the terms and conditions upon which Sheboygan County will share sales tax revenue to assist you in maintaining your roads and bridges. A signed Intergovernmental Cooperative Agreement and signed Form A should be returned to the Sheboygan County Finance Department by December 1<sup>st</sup>. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

We respect and appreciate your role in helping maintain a safe and reliable transportation system, and we are striving to keep the process of sharing this revenue efficient, transparent and straight forward. Thank you for your leadership and support. If you have questions, please don't hesitate to contact us, County Finance Director Stephen Hatton, or County Transportation Director Bryan Olson.

Respectfully yours,

Vernon Koch, County Board Chairperson

Respectfully yours,

Alayne Krause, County Administrator

Cc: Finance Director Stephen Hatton  
Transportation Director Bryan Olson  
Corporation Counsel Crystal Fieber

Enclosed: Intergovernmental Cooperative Agreement  
Form A  
Equalized Value Worksheet

**Sheboygan County Sales Tax Revenue Sharing with Municipalities  
Budget Year 2024**

<u>MUNI NAME</u>	<u>2023 EQ VAL LESS TID</u>	<u>PERCENT</u>	<u>2024 BUDGET</u>	<u>2023 BUDGET</u>	<u>Change</u>
	<u>INCREMENT</u>		<u>ALLOCATION</u>	<u>ALLOCATION</u>	
GREENBUSH	219,043,000	1.59%	\$34,175	\$33,951	\$225
HERMAN	204,192,400	1.48%	\$31,858	\$29,421	\$2,437
HOLLAND	469,560,500	3.40%	\$73,261	\$68,598	\$4,663
LIMA	360,112,000	2.61%	\$56,185	\$51,733	\$4,452
LYNDON	276,216,900	2.00%	\$43,096	\$37,181	\$5,915
MITCHELL	179,273,800	1.30%	\$27,970	\$26,950	\$1,020
MOSEL	183,830,900	1.33%	\$28,681	\$27,694	\$988
TOWN OF PLYMOUTH	533,995,700	3.86%	\$83,315	\$78,726	\$4,589
RHINE	571,183,100	4.13%	\$89,117	\$80,398	\$8,718
RUSSELL	49,817,200	0.36%	\$7,773	\$7,494	\$279
SCOTT	233,001,300	1.69%	\$36,353	\$33,150	\$3,203
TOWN OF SHEBOYGAN	1,143,382,500	8.27%	\$178,392	\$168,341	\$10,051
TOWN OF SHEBOYGAN FALLS	299,177,000	2.16%	\$46,678	\$45,830	\$848
SHERMAN	211,473,400	1.53%	\$32,994	\$29,255	\$3,739
WILSON	685,894,200	4.96%	\$107,014	\$96,296	\$10,718
ADELL	46,850,900	0.34%	\$7,310	\$7,401	-\$92
CASCADE	62,910,300	0.46%	\$9,815	\$8,669	\$1,147
CEDAR GROVE	219,488,400	1.59%	\$34,245	\$31,174	\$3,071
ELKHART LAKE	398,327,100	2.88%	\$62,147	\$58,029	\$4,119
GLENBEULAH	49,274,000	0.36%	\$7,688	\$7,032	\$656
HOWARDS GROVE	389,590,800	2.82%	\$60,784	\$55,802	\$4,982
KOHLER	632,639,700	4.58%	\$98,705	\$87,796	\$10,909
OOSTBURG	302,791,300	2.19%	\$47,242	\$40,332	\$6,910
RANDOM LAKE	214,099,300	1.55%	\$33,404	\$32,479	\$925
WALDO	54,567,000	0.39%	\$8,514	\$7,594	\$920
PLYMOUTH	911,847,000	6.60%	\$142,267	\$131,237	\$11,030
SHEBOYGAN	4,089,066,700	29.59%	\$637,980	\$591,273	\$46,708
SHEBOYGAN FALLS	827,507,100	5.99%	\$129,108	\$123,613	\$5,496
COUNTY TOTAL	13,819,113,500	1.00	\$2,156,072	\$1,997,448	\$158,624

**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  
Page 1 of 12, WB-15

**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

Page 2 of 12, WB-15

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.

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.



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.**

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

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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

Property Address: 821 Niagara Avenue, Sheboygan, WI 53081

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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 ▲  
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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.

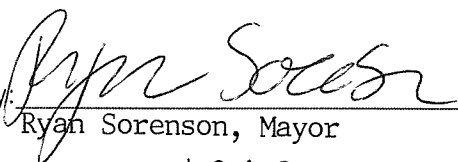
**Drafting.** The language and terminology herein have been negotiated between the parties and the interpretation of this Offer or any provision hereof shall not be construed against either party by virtue of such party drafting all or any portion hereof.

**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  
RESOLUTION 93-23-24**

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

**NOVEMBER 6, 2023.**

A RESOLUTION 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.

WHEREAS, the City of Sheboygan allocated \$270,000 of CDBG funding for Kiwanis Park Pickle Ball Courts and \$39,944 for Downtown Placemaking Lighting; and

WHEREAS, these projects will not begin until spring/summer of 2024; and

WHEREAS, the City will utilize program year 2024 CDBG funds to complete these projects; and

WHEREAS, the City intends to reprogram \$250,000 of CDBG funds to support Affordable Housing projects within the City.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the submittal of the Substantial Amendment to HUD to amend the 2023 program year Action Plan, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the City Administrator is designated as the authorized representative of the City to act in connection with the Substantial Amendment to the 2023 Action Plan and to provide such additional information as may be required.

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

Presiding Officer

Attest

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

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

# 2023 ANNUAL ACTION PLAN

Community Development Block Grant Program,  
U.S. Department of Housing and Urban Development (HUD)



## Executive Summary

### AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

#### 1. Introduction

As a designated entitlement jurisdiction, the City of Sheboygan receives an annual allocation of federal funding to assist in developing a more viable community. To achieve this goal, funds support projects that either provide decent, safe, sanitary housing that is both affordable and sustainable or that expand economic opportunities for low- and moderate-income persons. The 2023 Program Year represents year four of the City of Sheboygan's Five-Year Consolidated Plan (2020-2024), covering the planning period of April 1, 2023 to March 31, 2024. The 2023 Annual Action Plan serves as the City's official application to the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG) funds.

#### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

In alignment with its 2020-2024 Consolidated Plan, and guided by input from residents and community organizations, the City of Sheboygan will utilize CDBG funds to address the following priority needs in PY2023

- Maintaining and improving rental and owner-occupied housing stock
- Job creation through economic development activities that support new or expanding businesses
- Improvements to public facilities
- Supporting agencies addressing priority needs including homelessness, youth services, child care, and affordable housing
- Promoting homeownership

#### 3. Evaluation of past performance



This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City reviews quarterly progress reports throughout the program year. The reports are collected and compared to each program or project's written agreement, funding application, formal and informal communications and other publicly available information. City Development staff are also in consistent communication with the Department of Public Works on CDBG-funded public infrastructure projects to ensure all requirements are being met.

#### **4. Summary of Citizen Participation Process and consultation process**

Summary from citizen participation section of plan.

In anticipation of HUD's forthcoming notice of funding allocation, the City released the Notice of Funding Opportunity and Applicant Guide in late January. Targeted to nonprofits, the document educates potential applicants on various aspects of the program, walked through the online application process, and provided a preview of the application and quarterly report.

After official notification of the annual allocation amount was received, staff completed a threshold evaluation of received public service applications. City staff then communicated internally to determine potential projects falling outside the scope of public services. A resolution was then drafted with staff recommendations for allocation amounts which was introduced to the Finance and Personnel Committee at their public meeting on April 10th, 2023. After discussion, the Committee recorded its recommendations and sent the resolution to the Common Council for a vote on April 17th, 2023, which passed. Both meetings were posted publicly and residents were encouraged to comment on proposed allocations.

Following the Council's adoption of the resolution and the completion of the draft version of the Annual Action Plan, the City initiated a 30-day public comment period, which began on July 13th, 2023 and concluded on August 14th, 2023. A final public hearing was also held on August 2nd, 2023. Notice was published in the paper of record, the Sheboygan Press, and posted on the City's website and social media channels. Had any comments been received, the City would have considered and addressed them prior to submitting the Annual Action Plan to HUD for final approval.

#### **5. Summary of public comments**

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

No comments were received.

#### **6. Summary of comments or views not accepted and the reasons for not accepting them**

Annual Action Plan  
2023

3

No comments were received.

## **7. Summary**

The City of Sheboygan seeks and encourages resident feedback on the intended use of CDBG funds. Recognizing that there is always potential for increased engagement, the City continues to explore additional outreach efforts to ensure all residents- particularly the potential beneficiaries of CDBG funds- have the opportunity to be heard.

The recent rollout of Sheboygan's City Hall on Wheels is one way the City hopes to better engage residents. Deploying to meet citizens where they're at, both literally and figuratively, the van is wrapped in dry erase vinyl and will serve as both a public sounding board and as an office on wheels. In addition to gathering citizen feedback, the program will make it possible to bring a variety of services into Sheboygan's neighborhoods such as:

- assisting homeowners to obtain building permits,
- registering residents to vote,
- walking applicants through the housing rehab process
- allowing constituents to dispute citations, and
- the occasional basketball pick-up game or impromptu ice cream social.

## PR-05 Lead & Responsible Agencies – 91.200(b)

### 1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	SHEBOYGAN	Department of City Development

**Table 1 – Responsible Agencies**

### Narrative (optional)

The City of Sheboygan's CDBG Program is administered by staff in the Department of City Development.

### Consolidated Plan Public Contact Information

For matters concerning the City of Sheboygan's CDBG Program, please contact: Abby Block, Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081, (920) 459-3378, [abby.block@sheboyganwi.gov](mailto:abby.block@sheboyganwi.gov)

## **AP-10 Consultation – 91.100, 91.200(b), 91.215(l)**

### **1. Introduction**

In developing its most recent Five-Year Consolidated Plan, the City of Sheboygan consulted a number of stakeholders. The process allowed staff to gain valuable insight on current trends affecting the low- to moderate-income population, to assess the needs of the organizations operating in that space, and to better coordinate services. Surveys, focus groups and targeted conversations with other City departments, nonprofits, housing providers, businesses, and additional government agencies provided vital information which was incorporated in the City's 2020-2024 Plan.

The priority needs and goals found in the 2023 Annual Action Plan are aligned with the City's current Consolidated Plan. Ongoing communication with stakeholders and participation in various activities have allowed the City to determine which needs to address with this year's CDBG allocation.

### **Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))**

The City of Sheboygan enhances coordination between public and private service providers and agencies through involvement with several organizations and initiatives addressing housing, health, mental health, and other community needs. To this end, City staff serves in various capacities, as listed below:

- Member | The Sheboygan County Housing Coalition, a collaborative effort bringing together more than 50 partner agencies  
Co-Chair | Advocacy and Government Affairs Committee
- Member | Wisconsin Balance of State
- Member | Lakeshore CoC
- Committee Member | Habitat for Humanity Lakeside
- Liaison | Sheboygan's Neighborhood Associations
- Co-Founder and Leadership Team Member | Sheboygan Area Nonprofit Network
- Volunteer and Program Host | Big Brothers Big Sisters
- Host | Interdepartmental Neighborhood Revitalization monthly information and resource shares

**Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.**

Service and funding coordination crucial to the City of Sheboygan's efforts to address the range of needs affecting the homeless population as a whole and the specific challenges encountered by the segments listed. The City's efforts include:

**CoC Participation:** The City actively participates in the local Lakeshore CoC, which serves as the collaborative body responsible for planning and delivering homeless services in the community. Participation allows the City to contribute to the group's decision-making, the allocation of resources, and its overall coordination efforts.

**Service Provider Collaboration:** The City collaborates with a number of service providers, including nonprofits and faith-based organizations to ensure delivery of services to homeless individuals and families.

**Data Sharing and Analysis:** The City collaborates with the CoC and service providers to collect and analyze data on homelessness. By identifying trends and measuring outcomes, the City and its partners are able to make better informed decisions resulting in improved strategies and more effective interventions.

**Targeted Programs and Partnerships:** The City continues to actively work with affordable housing developers to provide options for seniors, families, veterans, families with children and persons at risk. These efforts increase the availability of rental units obtainable by low- to moderate-income tenants and offer additional permanent housing options for homeless individuals and families.

**Public Awareness and Education:** Together with the CoC, the City works to raise public awareness about homelessness in order to dispel misconceptions and promote understanding and empathy.

**Advocacy and Policy Development:** The City engages in collaborative efforts to influence policies at the local, state, and national levels, advocating for increased resources, developing supportive legislation, and creating systemic change.

By coordinating with the CoC and other stakeholders, the City is able to leverage collective expertise, pool resources, and obtain solid data to enhance comprehensive and collaborative approaches to address the needs of the City's homeless population.

**Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate**

**outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS**

The City's HUD entitlement allocation does not include ESG funds.

**2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities**



Table 2 – Agencies, groups, organizations who participated

1	<b>Agency/Group/Organization</b>	Partners for Community Development
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Lead-based Paint Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Local affordable housing developer and management agency and CDBG subrecipient. City staff consults with Partners on an ongoing basis regarding affordable housing and issues facing would-be homebuyers.
2	<b>Agency/Group/Organization</b>	SALVATION ARMY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-Children Services-Victims of Domestic Violence Services-homeless Services-Employment
	<b>What section of the Plan was addressed by Consultation?</b>	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	The City's only year-round emergency shelter for men, women and families and CDBG subrecipient. City staff communicates regularly regarding trends and urgent needs.
3	<b>Agency/Group/Organization</b>	LAKESHORE CAP, INC
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing Services-homeless
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Housing-focused agency, Continuum of Care coordinating agency, and CDBG subrecipient. Staff communicates frequently to remain abreast of emergent issues.
4	<b>Agency/Group/Organization</b>	SHEBOYGAN TRANSIT
	<b>Agency/Group/Organization Type</b>	Other government - Local
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Staff consults on a regular basis to assess community needs and address trends.

5	<b>Agency/Group/Organization</b>	Family Services Association of Sheboygan
	<b>Agency/Group/Organization Type</b>	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Education Services-Employment Services - Victims
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Non-Homeless Special Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Subrecipient focused on preparing residents for homeownership, preventing eviction and tenant rights.
6	<b>Agency/Group/Organization</b>	HOUSING AUTHORITY OF THE CITY OF SHEBOYGAN
	<b>Agency/Group/Organization Type</b>	Housing PHA
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Public Housing Needs
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Public Housing administrator consulted regularly for their expertise.
7	<b>Agency/Group/Organization</b>	FAMILY CONNECTIONS
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs

	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Child care assistance provider and subrecipient providing information on issues facing residents in need of care.
8	<b>Agency/Group/Organization</b>	Big Brothers/Big Sisters of Sheboygan County
	<b>Agency/Group/Organization Type</b>	Services-Children
	<b>What section of the Plan was addressed by Consultation?</b>	Non-Homeless Special Needs Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	Mentoring organization and subrecipient consulted about issues facing youth.
9	<b>Agency/Group/Organization</b>	HABITAT FOR HUMANITY
	<b>Agency/Group/Organization Type</b>	Housing Services - Housing
	<b>What section of the Plan was addressed by Consultation?</b>	Housing Need Assessment Homeless Needs - Families with children Anti-poverty Strategy
	<b>Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?</b>	CDBG subrecipient consulted for information on issues facing residents in the realm of housing.

**Identify any Agency Types not consulted and provide rationale for not consulting**

None

**Other local/regional/state/federal planning efforts considered when preparing the Plan**

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Lakeshore CAP	Please see above for information on coordination with CoC

**Table 3 – Other local / regional / federal planning efforts**

**Narrative (optional)**

None

## **AP-12 Participation – 91.105, 91.200(c)**

### **1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting**

A community needs survey was conducted in December of 2019 as part of the Consolidated Plan process. The survey was accessible to City of Sheboygan residents online and was distributed via email, with hard copies available upon request.

Citizen participation in the City's 2023 Annual Action Plan process began with the publication of the Notice of Funding Opportunity (NOFO) in the Sheboygan Press on January 29, 2023, and the posting of the same on the City's website and social media channels. Prior public service applicants and others who had previously expressed interest received the NOFO and Applicant Guide via email.

Notices soliciting public input at relevant committee and Common Council meetings were posted at City Hall and at Mead Public Library as well as published on the City's website, in its newsletter, on its online meeting portal and promoted on social media channels. All CDBG Public Hearings are held in buildings which allow equitable access for elderly and disabled persons.

The first Public Hearing for PY2023 was held on April 10, 2023 during the Finance and Personnel Committee's allocation meeting and a second was held on April 17, 2023 at the Common Council's meeting to debate and vote on allocation amounts. Following the completion of the draft of the Annual Action Plan, a public hearing was scheduled for August 2, 2023 and the 30-day public comment period commenced on July 13, 2023, concluding on August 14, 2023.

### Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	<p>Non-English Speaking - Specify other language: Spanish and Hmong</p> <p>Non-targeted/broad community</p> <p>Nonprofit agencies</p>	The City received 12 applications - 10 public service and 2 housing organizations, 11 of which received preliminary approval in anticipation of HUD's certification	No comments received	No comments received	



Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Internet Outreach	Non-English Speaking - Specify other language: Spanish and Hmong  Non-targeted/broad community  Nonprofit agencies	The City received 12 applications - 10 public service and 2 housing organizations, 11 of which received preliminary approval in anticipation of HUD's certification	No comments received	No comments received	<a href="https://www.sheboyganwi.gov/cdbg-nofo-2023/">https://www.sheboyganwi.gov/cdbg-nofo-2023/</a>
3	Public Meeting	Non-targeted/broad community  Finance and Personnel meeting to discuss allocation recommendations	No one from the public attended	No comments received	No comments received	<a href="https://sheboyganwi.municodemeetings.com/bc-fpc/page/finance-and-personnel-committee-meeting-133">https://sheboyganwi.municodemeetings.com/bc-fpc/page/finance-and-personnel-committee-meeting-133</a>

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
4	Public Meeting	Non-targeted/broad community  Common Council meeting to vote on proposed allocations	No one from the public participated	No comments received	No comments received	<a href="https://sheboygan-wi.municodemeetings.com/bc-commoncouncil/page/twenty-sixth-regular-common-council-meeting-0">https://sheboygan-wi.municodemeetings.com/bc-commoncouncil/page/twenty-sixth-regular-common-council-meeting-0</a>
6	Newspaper Ad	Non-English Speaking - Specify other language: Spanish and Hmong  Non-targeted/broad community  Notice of 30 day public comment period	No one from the public participated	No comments received	No comments received	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
7	Internet Outreach	<p>Non-English Speaking - Specify other language: Spanish and Hmong</p> <p>Non-targeted/broad community</p> <p>Notice of 30 day public comment period</p>	No one from the public participated	No comments received	No comments received	will update

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-English Speaking - Specify other language: Spanish and Hmong  Non-targeted/broad community  Notice of Public hearing	No one from the public participated	No comments received	No comments received	

Table 4 – Citizen Participation Outreach

## Expected Resources

### AP-15 Expected Resources – 91.220(c)(1,2)

#### Introduction

The City of Sheboygan anticipates receiving \$865,297 in CDBG funding for 2023 to be spent on Public Service Activities, Housing-Related Activities, Economic Development, Public Facilities/Infrastructure, and Administration. Public Service Activities provide funding to area nonprofit agencies to assist individuals and households with a variety of needs. Economic Development projects primarily include providing funding to private businesses for the creation of jobs. Public Improvements refers to projects that enhance public facilities or infrastructure. Housing-related activities refers to projects that include the acquisition, relocation, demolition, rehabilitation, and/or reconstruction of housing units.

#### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	865,297	150,000	496,940	1,512,237	0	Total reflects prior year resources stemming from Revolving Loan funds available for both Housing Rehabilitation loans and Business loans.

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Table 5 - Expected Resources – Priority Table

**Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied**

The City has a goal of efficiently utilizing federal, state, local and private funds to maximize the number of households that can be assisted. The City of Sheboygan awards funding to subrecipients based on a variety of criteria which includes whether additional funding will be utilized in conjunction with any CDBG award. The investment of CDBG resources enables the City's partners, particularly public service agencies, to direct limited funds derived from fundraising or program fees to initiatives that are not CDBG-eligible. The City also leverages CDBG monies with use of revolving loan funds for both business development and housing rehabilitation.

The CDBG program does not include a match requirement.

**If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan**

The City continues to market its publicly owned lands for the creation of affordable housing, actively working with developers to add much-needed affordable units to the City's housing stock, especially in situations that have funding gaps.

**Discussion**

None



## Annual Goals and Objectives

### AP-20 Annual Goals and Objectives

#### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preservation of existing homes	2020	2024	Affordable Housing	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing	CDBG: \$152,500	Rental units rehabilitated: 2 Household Housing Unit Homeowner Housing Rehabilitated: 14 Household Housing Unit
2	Increased home ownership opportunities	2020	2024	Affordable Housing Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Homeownership	CDBG: \$40,000	Direct Financial Assistance to Homebuyers: 15 Households Assisted Other: 225 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Youth Assistance Program	2020	2024	Non-Homeless Special Needs	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$16,400	Public service activities other than Low/Moderate Income Housing Benefit: 360 Persons Assisted
4	Child Care Assistance	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$3,350	Public service activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Community Facilities	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Infrastructure Public Facilities	CDBG: \$352,437	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1200 Persons Assisted Public service activities other than Low/Moderate Income Housing Benefit: 875 Persons Assisted Businesses assisted: 25 Businesses Assisted
6	Economic Development	2020	2024	Non-Housing Community Development	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Economic Development	CDBG: \$550,000	Jobs created/retained: 7 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Homelessness	2020	2024	Homeless	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts	Public Services	CDBG: \$67,550	Tenant-based rental assistance / Rapid Rehousing: 725 Households Assisted Homeless Person Overnight Shelter: 156 Persons Assisted Homelessness Prevention: 150 Persons Assisted

Table 6 – Goals Summary

### Goal Descriptions

1	Goal Name	Preservation of existing homes
	Goal Description	
2	Goal Name	Increased home ownership opportunities
	Goal Description	
3	Goal Name	Youth Assistance Program
	Goal Description	
4	Goal Name	Child Care Assistance
	Goal Description	

5	Goal Name	Community Facilities
	Goal Description	
6	Goal Name	Economic Development
	Goal Description	
7	Goal Name	Homelessness
	Goal Description	

## Projects

### AP-35 Projects – 91.220(d)

#### Introduction

None

#### Projects

#	Project Name
1	HOUSING REHABILITATION
2	HOMEOWNERSHIP
3	YOUTH ASSISTANCE
4	CHILD CARE ASSISTANCE
5	PUBLIC FACILITIES
6	BUSINESS DEVELOPMENT LOANS
7	HOMELESS SERVICES
8	SECTION 108 REPAYMENT
9	PLANNING AND ADMINISTRATION
10	INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS

**Table 7 - Project Information**

#### **Describe the reasons for allocation priorities and any obstacles to addressing underserved needs**

The City of Sheboygan identified and prioritized allocations based on communication with local organizations, citizen feedback and the input of professional staff, including discussions with the Department of Public Works, Parks and Forestry, and Building Inspection.

Obstacles to addressing needs affecting the City's underserved populations include:

- Insufficient funding levels
- Lack of awareness of the program and its services
- Capacity constraints due to staffing shortages within the City and its partner agencies

**AP-38 Project Summary**  
**Project Summary Information**



1	<b>Project Name</b>	HOUSING REHABILITATION
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	<b>Goals Supported</b>	Preservation of existing homes
	<b>Needs Addressed</b>	Access to Rental Housing Maintain and Improve Rental Housing Maintain and Improve Owner Occupied Housing Homeownership
	<b>Funding</b>	CDBG: \$152,500
	<b>Description</b>	Owner-occupied and renter-occupied housing rehab
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Funding for home rehabilitation through the City's Housing Rehabilitation Loan Program and Habitat for Humanity Lakeside's Critical Repair Program
2	<b>Project Name</b>	HOMEOWNERSHIP
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN
	<b>Goals Supported</b>	Increased home ownership opportunities
	<b>Needs Addressed</b>	Homeownership
	<b>Funding</b>	CDBG: \$40,000
	<b>Description</b>	Funds provided will be used by Partners for Community Development to administer a first-time homebuyers' program
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Down payment and/or closing cost assistance and housing-related counseling and/or referral services

3	<b>Project Name</b>	YOUTH ASSISTANCE
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	<b>Goals Supported</b>	Youth Assistance Program
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$16,400
	<b>Description</b>	Providing funding for the operation of Big Brothers Big Sisters WI Shoreline and Flawless Hoops
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Youth mentorship programs
4	<b>Project Name</b>	CHILD CARE ASSISTANCE
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	<b>Goals Supported</b>	Child Care Assistance
	<b>Needs Addressed</b>	Public Services
	<b>Funding</b>	CDBG: \$3,350
	<b>Description</b>	Providing funding for the Family Connections program
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Assistance with child care costs
5	<b>Project Name</b>	PUBLIC FACILITIES
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District
	<b>Goals Supported</b>	Community Facilities

	<b>Needs Addressed</b>	Economic Development Public Infrastructure Public Facilities Public Services
	<b>Funding</b>	CDBG: \$102,437
	<b>Description</b>	Providing funding for transit services, park improvements and downtown placemaking
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Shoreline Metro transit services, installation of Pickle Ball courts at Kiwanis Park and lighting for the downtown
6	<b>Project Name</b>	BUSINESS DEVELOPMENT LOANS
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	<b>Goals Supported</b>	Economic Development
	<b>Needs Addressed</b>	Economic Development
	<b>Funding</b>	CDBG: \$550,000
	<b>Description</b>	Loans to new or expanding businesses
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
7	<b>Planned Activities</b>	Business loans
	<b>Project Name</b>	HOMELESS SERVICES
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Eligible Census Tracts
	<b>Goals Supported</b>	Homelessness
	<b>Needs Addressed</b>	Public Services

	<b>Funding</b>	CDBG: \$67,550
	<b>Description</b>	Providing funding for the Salvation Army, Sheboygan County Interfaith Organization, Lakeshore CAP, Family Services Association and the Abode
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Emergency Shelter, Transitional Living, Rapid Rehousing, Rental Assistance, Credit Counseling and Eviction Prevention
8	<b>Project Name</b>	SECTION 108 REPAYMENT
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	<b>Goals Supported</b>	Community Facilities
	<b>Needs Addressed</b>	Public Facilities
	<b>Funding</b>	CDBG: \$160,000
	<b>Description</b>	Annual repayment of Section 108 loan
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Repayment of Section 108 loan which provided the capital necessary to renovate the recently opened Uptown Social, a community center for active seniors.
9	<b>Project Name</b>	PLANNING AND ADMINISTRATION
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	<b>Goals Supported</b>	
	<b>Needs Addressed</b>	

	<b>Funding</b>	CDBG: \$170,000
	<b>Description</b>	Costs related to operation the CDBG program
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	
	<b>Location Description</b>	
	<b>Planned Activities</b>	Staff salaries, planning and other administrative expenses
<b>10</b>	<b>Project Name</b>	INCREASE THE NUMBER OF AFFORDABLE HOUSING UNITS
	<b>Target Area</b>	BLOCK GRANT TARGET AREA, SHEBOYGAN Downtown Central Commercial Business District
	<b>Goals Supported</b>	Homelessness
	<b>Needs Addressed</b>	Access to Rental Housing, Maintain and Improve Rental Housing
	<b>Funding</b>	CDBG: \$250,000
	<b>Description</b>	Increase the number of affordable rental units
	<b>Target Date</b>	
	<b>Estimate the number and type of families that will benefit from the proposed activities</b>	60 Household Housing Unit

## AP-50 Geographic Distribution – 91.220(f)

**Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed**

The City of Sheboygan plans to spend up to 90% of CDBG funds in Low-to Moderate Income areas.

### Geographic Distribution

Target Area	Percentage of Funds
BLOCK GRANT TARGET AREA, SHEBOYGAN	80
Downtown Central Commerical Business District	10
Eligible Census Tracts	10

**Table 8 - Geographic Distribution**

### Rationale for the priorities for allocating investments geographically

#### Rationale for the priorities for allocating investments geographically

The City's plans for 2023 activities will overwhelmingly benefit the City's low- to moderate-income residents. Funds will be used to address high priority needs across the City and are not necessarily targeted geographically. While the City of Sheboygan does not have any formal Neighborhood Revitalization Strategy Areas, funds are used to promote vibrant and healthy residential areas with affordable housing options and expanded economic opportunities. Most of the programs are operated on a city-wide basis. These programs may include client-based public service activities, as well as facility improvements within low-moderate income areas of the City.

### Discussion

None

## Affordable Housing

### AP-55 Affordable Housing – 91.220(g)

#### Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	80
Non-Homeless	500
Special-Needs	20
Total	600

**Table 9 - One Year Goals for Affordable Housing by Support Requirement**

One Year Goals for the Number of Households Supported Through	
Rental Assistance	725
The Production of New Units	0
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	740

**Table 10 - One Year Goals for Affordable Housing by Support Type**

#### Discussion

Goals to be achieved through Public Service funding for agencies serving the homeless (Salvation Army, Sheboygan County Interfaith Organization, the Abode) and providing rental assistance (Lakeshore CAP) as well as supporting housing rehab services available through the City's Housing Rehab Loan program and Habitat for Humanity's Critical Home Repair Program.



## **AP-60 Public Housing – 91.220(h)**

### **Introduction**

#### **Actions planned during the next year to address the needs to public housing**

The Sheboygan Housing Authority, an entity independent of the municipality, manages public housing within the City. City staff will continue to work with the SHA to assist Sheboygan's low-income households through frequent communication and resource sharing and maintaining active participation on the Housing Coalition, Lakeshore Continuum of Care and Wisconsin Balance of State.

#### **Actions to encourage public housing residents to become more involved in management and participate in homeownership**

The Sheboygan Housing Authority partners with Family Service Association to educate tenants on budgeting and homeownership opportunities and refers interested individuals to the homebuyer programs offered by Habitat for Humanity and Partners for Community Development.

#### **If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance**

Sheboygan Housing Authority is not troubled.

### **Discussion**

None

## **AP-65 Homeless and Other Special Needs Activities – 91.220(i)**

### **Introduction**

**Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including**

**Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

City Development staff participate in the state's bi-annual Point in Time Counts and work in tandem with other departments by hosting monthly Interdepartmental Neighborhood Revitalization resource shares which include the Police Department, Parks and Forestry, Department of Public Works, Building Inspection and Code Enforcement, the City Attorney's Office, the Mayor, representatives from the local landlord association and Sheboygan County Health and Human Services.

**Addressing the emergency shelter and transitional housing needs of homeless persons**

One of the goals of the City's Five-Year Consolidated plan is to reduce homelessness. The City has allocated 2023 CDBG funds to support programs that assist the homeless population including the Salvation Army, the Abode, Sheboygan County Interfaith Organization, and Lakeshore CAP.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

The City has allocated funding to Lakeshore CAP and Partners for Community Development to assist in the transition from homelessness and emergency shelter to permanent housing.

**Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.**

The City is allocating funds to Lakeshore CAP and Family Services Association for the provision of

programs that help prevent homelessness.

### **Discussion**

The City is active in the realm of homelessness services and prevention. In addition to the Lakeshore CoC and Balance of State, staff sit on the Housing Coalition, made up of approximately 50 agencies, co-chairs its Government and Advocacy Committee and hosts the Coalition's monthly meetings at City Hall and via Zoom. Staff sit on Habitat for Humanity's Rock the Block committee and co-founded the Sheboygan Area Nonprofit Network, still serving as a leadership team member for that organization.

## AP-75 Barriers to affordable housing – 91.220(j)

### Introduction:

Like many municipalities throughout Wisconsin and across the United States, the City of Sheboygan continues to confront challenges in housing. In April of 2021, the City completed an Affordable Housing Market Study to better understand the need for additional affordable units. The study presents the following findings:

- 1) there is a growing senior population and a lack of independent and assisted living options;
- 2) there is a significant demand for the addition of both affordable and market-rate rental housing;
- 3) there is demonstrated need for new single-family homes; and
- 4) additional funding mechanisms from both State and Federal Programs need to be explored.

Obstacles to ensuring equitable access to decent, affordably-priced housing include aging stock, little opportunity to expand the jurisdictional footprint, discriminatory practices, current zoning restrictions, and the increasing popularity of short-term rentals.

### **Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment**

The City does not currently use CDBG funds for the development of affordable housing. However, the City leverages other mechanisms, including TIF and ARPA funds to assist with the development of affordable units. The City will continue seeking new financial resources to enhance those that currently exist and will aggressively pursue opportunities to add units to its housing stock.

The City is also exploring changes in zoning ordinance to allow for things like accessory dwelling units, increased density, reduction in parking requirements and incentivized or imposed affordable unit requirements for new developments.

Ensuring all current and hopeful Sheboygan residents have equitable access to housing remains a focus for the City. To that end, the City hosts a comprehensive landlord training program twice each year. Presented by City staff from Development, Building Inspection, Code Enforcement and the Police Department as well as local legal experts, this proactive initiative educates landlords and property managers on their rights and responsibilities in order to prevent housing discrimination and foster equitable housing practices. Covered topics include fair housing laws, prohibited practices, reasonable accommodations, screening and application processes, handling tenant disputes, and promoting inclusive housing environments.

In addition, the City will leverage its strong digital presence and robust follower engagement to better

educate residents on a variety of fair housing topics. Utilizing the website, newsletter, and social media channels will allow the information to reach a larger and more diverse segment of Sheboygan residents than the City's current public information efforts.

Finally, the City has earmarked administrative funds of up to \$2,500 for use on fair housing activities.

**Discussion:**

None

## **AP-85 Other Actions – 91.220(k)**

### **Introduction:**

None

### **Actions planned to address obstacles to meeting underserved needs**

One of the greatest challenges in meeting the needs of underserved persons is having limited financial resources. The City will continue to encourage the development of affordable apartment projects for extremely low- and low-income households. Such developments would provide permanent housing opportunities for homeless persons and increase the availability of low-cost rental units to assist those who are rent burdened or severely rent burdened. The City will also continue allocating a portion of its annual CDBG funds to support public service agencies that address the special needs of the underserved, including the homeless, those at risk of homelessness, youth, seniors, female-headed households, victims of domestic violence, and the disabled.

### **Actions planned to foster and maintain affordable housing**

Increasing and improving affordable housing is identified as a Priority in the Con Plan and the City remains committed to preserving and improving its current housing stock and to adding additional units of rental and owner-occupied housing and is willing to creatively explore options for accomplishing the same.

### **Actions planned to reduce lead-based paint hazards**

The City will continue to:

- 1) incorporate lead-based paint hazard information in the City's Home Rehabilitation Program;
- 2) make printed information (HUD's pamphlet from the Office of Lead-Based Paint Abatement and Poisoning Prevention) available to the public at several locations, including City Hall
- 3) inform prospective home rehabilitation loan applicants during their initial interview about the potential hazards of lead-based paint and any abatement measures necessary to eliminate the hazard. If the applicant's home was built prior to 1978, City staff will coordinate an inspection of the dwelling to see if potential hazards exist as a result of the deterioration of lead-based paint. If children age seven or younger are present in the home, and if a potential hazard from lead-based paint is identified, City staff will advise the parents about screening their children for elevated levels of lead in the blood and follow

any prescribed abatement requirements resulting from the screening

### **Actions planned to reduce the number of poverty-level families**

The City has established goals and policies designed to improve the local economy and reduce the level of poverty within the community. The City will continue to pursue the following programs and activities during FY 203-22, which are expected to help reduce the number of families at the poverty level:

- 1) Actively encouraging commercial and industrial development in order to increase local employment opportunities for residents and to better serve the business community.
- 2) Recruiting and retaining industry based upon its environmental impact, the number of jobs per acre provided, the percentage of jobs from entry level to executive level, and its ability to utilize the skills of the City's residents.
- 3) Cooperating with the State Employment and Development Department to research the job skills currently found in the community and giving special attention to attracting industries that utilize these skills.
- 4) Promoting affordable housing programs designed to assist primarily to extremely low-, low-, and moderate-income households within the community. A variety of housing assistance programs are available to help those in need of assistance, including renters, first-time homebuyers, existing homeowners, homeless persons, and persons at risk of homelessness.

### **Actions planned to develop institutional structure**

The City will endeavor to improve communications with other local governmental agencies, as well as area non-profit organizations, in order to meet and address the needs of the community. For FY 2023-24, City staff will continue to collaborate internally, as well as with local advocacy groups and other County, State, and Federal organizations.

### **Actions planned to enhance coordination between public and private housing and social service agencies**

The City will work to enhance coordination between public and private housing and social service agencies through improved communication with private housing developers, nonprofit organizations, and public agencies. Priority will be given to strengthening the network between the City and those agencies and groups that assist the homeless, persons threatened with homelessness, and persons with



special needs in order to improve the delivery of services to those households.

**Discussion:**

None

## Program Specific Requirements

### AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

#### Introduction:

None

#### Community Development Block Grant Program (CDBG)

##### Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
<b>Total Program Income:</b>	<b>0</b>

#### Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	85.00%





**ORDER DETAILS**

PREVIEW FOR AD NUMBER LWIX00312940

Item 38.

**Order Number:**  
LWIX0031294  
**External Order #:**  
9466297  
**Order Status:**  
Submitted  
**Classification:**  
Govt Public Notices  
**Package:**  
General Package  
**Final Cost:**  
45.46  
**Payment Type:**  
Visa  
**User ID:**  
L0040586

**ACCOUNT INFORMATION**

Abby Block  
828 Center Ave Suite 208  
Sheboygan, WI 53081  
920-838-2949  
abby.block@sheboyganwi.gov  
City of Sheboygan  
Contract ID:

**PAYMENT DETAILS**

VisaXXXXXXXXXXXX4798

**TRANSACTION REPORT**

**Date**  
October 30, 2023 6:27:13 PM EDT  
**Amount:**  
45.46

**ADDITIONAL OPTIONS**

1 Affidavit

**SCHEDULE FOR AD NUMBER LWIX00312940**

November 2, 2023  
Sheboygan Press

**PUBLIC NOTICE**  
**A SUBSTANTIAL AMENDMENT TO THE**  
**CITY OF SHEBOYGAN'S**  
**PY 2023 COMMUNITY DEVELOPMENT**  
**BLOCK GRANT**  
**ANNUAL ACTION PLAN/FIVE-YEAR**  
**CONSOLIDATED PLAN**

This notice shall inform interested persons of a Substantial Amendment to the City of Sheboygan's Community Development Block Grant (CDBG) Annual Action Plan for Program Year (PY) 2023.

The proposed amendment is the reprogramming of \$250,000 in public facilities funding from street lighting and the Kiwanis Pickleball Courts to Acquisition and Soft Costs associated with the development of affordable housing. The public facility projects will be considered for additional funding with the PY 2024 CDBG allocation.

The U.S. Department of Housing and Urban Development (HUD) requires a 30-day Public Comment Period for Substantial Amendments. On or about December 4, 2023, the City of Sheboygan will submit the Substantial Amendment to HUD for approval.

The Substantial Amendment will be posted on the City's official website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov). Copies may also be viewed at the Department of Planning and Development, 828 Center Avenue, Suite 208, Sheboygan, WI 53081.

The City will accept comments from November 2, 2023 until December 3, 2023. Public Comments can be emailed to Abby Block, Grant Coordinator at [abby.block@sheboyganwi.gov](mailto:abby.block@sheboyganwi.gov) or can be mailed to the City of Sheboygan, Department of City Development, Attn: Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081. If you would like to make a public comment by phone, please call (920) 459-3378. All public comments will be taken into consideration prior to sending the Substantial Amendment to the U.S. Department of Housing and Urban Development.

WNAXLP  
Publication Dates  
L00000000

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PUBLIC HEARINGS  
CITY OF SHEBOYGAN  
COMMUNITY DEVELOPMENT BLOCK  
GRANT

Item 38.

The City of Sheboygan will hold public hearings on Monday, November 13th, 2023 to gather feedback on its Community Development Block Grant (CDBG) program. Hearings will be held to gather public feedback on the following:

- The Consolidated Annual Performance Evaluation Report (CAPER) for Program Year (PY) 2022. The CAPER is available on the City's website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov). A 30-day Public Comment Period began on October 19, 2023 and concludes on November 20, 2023;
- A Substantial Amendment to the City's 2023 Annual Action Plan to reallocate funds. The Amendment is available for viewing on the City's website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov). A 30-day Public Comment Period began on November 2, 2023 and concludes on December 3, 2023; and
- The City's critical community development and housing concerns. Public input will be considered when determining the priority needs to be addressed with anticipated CDBG funds in the 2024 Program Year.

The CDBG program provides federal funds which must be used to provide decent housing and suitable living environments, address community service and facility needs, and expand economic opportunities for primarily low- and moderate-income persons.

The above public hearings will be held during the Finance and Personnel Committee meeting at 5pm on Monday, November 13th in the Common Council Chambers located on the third floor of Sheboygan City Hall, 828 Center Avenue.

Feedback from all interested parties is welcome in-person during the hearings or via phone, by email or in writing during the corresponding public comment period as listed above. To comment or for further information, contact Abby Block, Grant Coordinator, by phone at 920-459-3378, by email at [abby.block@sheboyganwi.gov](mailto:abby.block@sheboyganwi.gov) or by mail at Department of City Development, Attn: Grant Coordinator, 828 Center Ave, Ste 208, Sheboygan, WI 53081.

The public hearing space is fully accessible to persons with disabilities. Individuals needing special accommodations (including auxiliary aids/services or translation) during the hearing should notify Abby Block at least three days prior to the hearing. An ASL or language interpreter can be provided upon request.

Para recibir este aviso en español, contacta a Abby Block al 920-459-3378 o

abby.block@sheboyganwi.gov.

Yog koj xav tau daim ntawv ceeb toom  
no ua lus Hmoob, thov hu rau Abby Block  
ntawm 920.459.3378 lossis email abby.  
block@sheboyganwi.gov.

WNAXLP

November 2 2023

LWIX0031295

Item 38.

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PUBLIC COMMENT PERIOD  
CITY OF SHEBOYGAN  
COMMUNITY DEVELOPMENT BLOCK  
GRANT - CONSOLIDATED ANNUAL  
PERFORMANCE AND EVALUATION

Item 38.

The City of Sheboygan has prepared its 2022 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER details Community Development Block Grant activities undertaken by the City of Sheboygan during the 2022 program year.

The City will consider comments until November 20, 2023. Written comments may be submitted to: [development@sheboyganwi.gov](mailto:development@sheboyganwi.gov) or via U.S. Mail to: City of Sheboygan – Planning and Development, 828 Center Avenue, Suite 208, Sheboygan WI 53081.

Interpretation services through Language Line are available if requested. Call Dept. of City Development at 920-459-3378 for additional information.

Los servicios de interpretación a través de Language Line están disponibles si se solicita. Llame al Dept of City Development 920-459-3378 para obtener información adicional. Cov kev pab txhais lus los ntawm kab lus muaj nyob yog thov. Hu rau Dept. of City Development ntawm 920-459-3378 yog xav paub ntxiv.

The City shall consider all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they related to the 2022 CAPER. Interested parties can view the City's website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov) on October 20, 2022 to view a copy of the report.

WNAXLP

October 20 2023

LWIX0028345





PO Box 630848 Cincinnati, OH 45263-0848

**PROOF OF PUBLICATION**

Suite 208  
 Janet Duellman  
 828 Center Ave Suite 208  
 Sheboygan WI 53081

STATE OF WISCONSIN, COUNTY OF BROWN

I being duly sworn, doth depose and say that I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

10/20/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/20/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$37.66

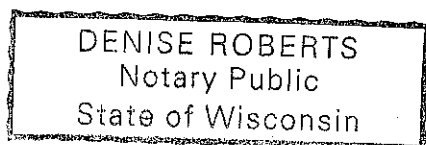
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**CITY OF SHEBOYGAN  
R. O. 70-23-24**

**BY DIRECTOR OF PLANNING AND DEVELOPMENT.**

**NOVEMBER 6, 2023.**

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.

# Consolidated Annual Performance Evaluation Report (CAPER)

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM  
CITY OF SHEBOYGAN

828 Center Avenue, Suite 208, Sheboygan, WI 53081



## CR-05 - Goals and Outcomes

### **Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)**

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The City of Sheboygan presents the Program Year 2022 CAPER for the period of April 1, 2022 - March 31, 2023. The CAPER presents the City's progress in carrying out projects and activities pursuant to the 2022 Annual Action Plan for CDBG funds received from the United States Department of the Housing and Urban Development (HUD) to principally benefit low- and moderate-income persons. The CAPER also provides a general assessment of the City's progress in addressing the priorities and objectives contained in the five-year Consolidated Plan (Con Plan) 2020-2014. In 2022, the City spent approximately 92% percent of the funds on activities benefiting LMI persons.

The city completed two substantial public projects including the resurfacing of St. Clair Ave and parking lot improvements for the Uptown Social senior center.

The city continues to assist LMI households through the housing rehab program which ensures homes are decent, safe and sanitary for the occupants and helps to preserve quality housing within our city.

Critical partnerships with many non-profits throughout the city continue to be a major focus in supporting LMI households with critical services from transportation, case management and housing counseling.

Finally, the city was able to assist a large employer that was expanding its job force with vital financial assistance.

### **Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)**

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Accessibility improvements to existing homes	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	30	9	30.00%	3	4	133.33%
Affordable Housing Market Analysis	Affordable Housing Homeless	CDBG: \$	Other	Other	1	1	100.00%			
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	222	222.00%	175	82	46.86%
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				
Child Care Assistance	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0				
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	15000	6700	44.67%			
Community Facilities	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	0	0				

Community Facilities	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	1431		524	0	0.00%
Economic Development	Non-Housing Community Development	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	3635		0	3635	
Economic Development	Non-Housing Community Development	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	
Economic Development	Non-Housing Community Development	CDBG: \$	Jobs created/retained	Jobs	35	0	0.00%	6	0	0.00%
Homelessness	Homeless	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1000	4074	407.40%	953	1065	111.75%
Homelessness	Homeless	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	200	231	115.50%	0	0	
Homelessness	Homeless	CDBG: \$	Overnight/Emergency Shelter/Transitional Housing Beds added	Beds	0	0				
Homelessness	Homeless	CDBG: \$	Homelessness Prevention	Persons Assisted	500	583	116.60%			
Homelessness	Homeless	CDBG: \$	Other	Other	1	0	0.00%			
Increased home ownership opportunities	Affordable Housing Homeless	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	15	120	800.00%	200	114	57.00%

Mental and Health Services	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	150	283	188.67%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	10000	41259	412.59%	0	27073	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20000	0	0.00%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	19		0	5	
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	300	1069	356.33%			
Neighborhood Revitalization and Stabilization	Non-Housing Community Development	CDBG: \$	Other	Other	12	0	0.00%	2	0	0.00%

New owner-occupied housing construction	Affordable Housing	CDBG: \$	Rental units constructed	Household Housing Unit	3	0	0.00%			
New owner-occupied housing construction	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	2	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Rental units rehabilitated	Household Housing Unit	2	2	100.00%	2	0	0.00%
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Added	Household Housing Unit	0	0				
Preservation of existing homes	Affordable Housing	CDBG: \$	Homeowner Housing Rehabilitated	Household Housing Unit	0	9				
Preservation of existing homes	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	30	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Buildings Demolished	Buildings	5	0	0.00%			
Preservation of existing homes	Affordable Housing	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	500	0	0.00%	8	0	0.00%
Re-Evaluate City Rehab Programs	Affordable Housing Homeless	CDBG: \$	Homeowner Housing Added	Household Housing Unit	15	0	0.00%			



Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	400	2851	712.75%	370	1246	336.76%
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	50	50	100.00%			
Youth Assistance Program	Non-Homeless Special Needs	CDBG: \$	Homeless Person Overnight Shelter	Persons Assisted	0	0		0	0	

Table 1 - Accomplishments – Program Year &amp; Strategic Plan to Date

**Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.**

The City of Sheboygan has identified nine goals, all of which are a high priority. The City strives to provide funding to public service agencies that contribute to meeting the City's goals and objectives. In addition to public facility projects, the remainder of the City's entitlement funding is used to bolster Sheboygan's neighborhood revitalization strategy, addressing included goals while reducing crime and increasing property values.

## CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	3,871
Black or African American	700
Asian	456
American Indian or American Native	32
Native Hawaiian or Other Pacific Islander	5
<b>Total</b>	<b>5,064</b>
Hispanic	5,803
Not Hispanic	672

**Table 2 – Table of assistance to racial and ethnic populations by source of funds**

### Narrative

#### The City

The City served approximately 5,726 individuals with CDBG-funded activities during the 2022 Program Year. These numbers exclude area benefit activities that impact an entire neighborhood, utilizing census tract data for the neighborhood in which CDBG-funded activities have been implemented. Increasingly diverse, the City's Diversity Index number increased 15 points over the 2020 Census which found that 72% of City residents identify as white, a significant decrease from the 2000 Census's 88%. Sheboygan residents represent diverse racial and ethnic identities, the most prevalent being Asian, at 12% of the population, owing largely to a sizable Hmong population and those of Hispanic or Latino heritage at 11%.

\* Please note that in addition to the categories above, the City served:

- 44 individuals identifying as American Indian or Alaska Native and White;
- 12 individuals identifying as Asian and White
- 44 individuals identifying as black or African American and White
- 380 individuals reporting more than one race

## CR-15 - Resources and Investments 91.520(a)

### Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,215,259	1,632,471

Table 3 - Resources Made Available

### Narrative

### Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
BLOCK GRANT TARGET AREA, SHEBOYGAN	10	50	
Downtown Central Commerical Business District	10	25	
Eligible Census Tracts	80	25	

Table 4 – Identify the geographic distribution and location of investments

### Narrative

v

## Leveraging

**Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.**

In order to expand the scope and impact of our projects, the City of Sheboygan works to ensure it is utilizing all available funding streams. In 2022, in addition to its entitlement of \$865,255, the City leveraged other funding in the amount of \$2,976,377, allowing for a broader range of issues to be addressed. Like most cities, Sheboygan has multifaceted needs which cannot be met by CDBG alone, including affordable housing, infrastructure improvements, economic development, and social services among others. By leveraging nearly \$3.50 in funds for every CDBG dollar spent, the City of Sheboygan was able to maximize available resources.

## CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	800	872
Number of Non-Homeless households to be provided affordable housing units	1,000	316
Number of Special-Needs households to be provided affordable housing units	0	0
<b>Total</b>	<b>1,800</b>	<b>1,188</b>

Table 5 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	750	986
Number of households supported through The Production of New Units	2	0
Number of households supported through Rehab of Existing Units	10	9
Number of households supported through Acquisition of Existing Units	0	0
<b>Total</b>	<b>762</b>	<b>995</b>

Table 6 – Number of Households Supported

**Discuss the difference between goals and outcomes and problems encountered in meeting these goals.**

The City saw several factors impact anticipated outcomes in the affordable housing arena. Rising costs, inflation and the shortage of labor impacted the production of new units and rehab of existing units. In addition, two public service agencies that have provided emergency shelter services within the City did not apply for the 2022 funding cycle.

**Discuss how these outcomes will impact future annual action plans.**

While the expense and labor challenges of 2022 are expected to continue throughout 2023, the City of Sheboygan remains dedicated to ensuring the availability of affordable housing. During the 2022 program year, the City worked in conjunction with developers on three different projects that, when completed, will bring more than 100 new units to the City. Staff worked with developers to obtain WHEDA tax credits, and provided ARPA and TID funds to help fill gaps. With dedicated housing for veterans and seniors, these low-income and workforce units will be a welcome addition to the City's housing stock. The Salvation Army and Sheboygan County Interfaith Organization have both applied for and received CDBG funds in the 2023 program cycle.

**Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.**

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	799	0
Low-income	133	0
Moderate-income	127	0
<b>Total</b>	<b>1,059</b>	<b>0</b>

**Table 7 – Number of Households Served**

## Narrative Information

## **CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)**

**Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:**

### **Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs**

Outreach services are used to engage people experiencing homelessness who are otherwise unable or unwilling to seek assistance on their own. Lakeshore Community Action Program, a subrecipient, serves as the lead agency for the Lakeshore Continuum of Care, and is also responsible for administering the City's Point In Time count. The agency participates in extensive outreach activities and responds to each client. CDBG funds are allocated to their supportive housing and rental assistance program. They also offer a homebuyer program, skills enhancement, the Emergency Food Assistance Program, and a GED/HSED program. Lakeshore CAP's staff consistently works to gain a holistic understanding of the situation that led the individual to be homeless in order to connect them with appropriate services, while respecting their autonomy.

### **Addressing the emergency shelter and transitional housing needs of homeless persons**

The Lakeshore Continuum of Care utilizes a coordinated entry system which provides a systematic process for assessing people and prioritizing them for the appropriate housing intervention based on need and vulnerability. Emergency shelter and transitional housing staff provide the valuable service of assessing program consumers and referring them to necessary services within the community. The Salvation Army, Sheboygan County Interfaith Organization, Safe Harbor, the Sheboygan County Warming Center and Pay it Forward served the homeless population in various capacities in 2022.

### **Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs**

The homelessness prevention and rapid re-housing programs are administered by the Lakeshore CAP, a CDBG subrecipient. The Sheboygan Housing Coalition, a cross-sector cooperative comprised of more than 70 member agencies, including the City, also works to prevent homelessness through various programs.

**Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again**

This continues to be a challenge for the City. Staff continue looking for opportunities to address the cycle of housing instability.



**CR-30 - Public Housing 91.220(h); 91.320(j)****Actions taken to address the needs of public housing**

The Public Housing Authority is focused on the following strategic priorities :

- Reducing public housing vacancies
- Continuing to improve public housing management by increasing customer satisfaction
- Continuing to make improvements in building components for better efficiency
- Continuing working with law enforcement, background checks and building security
- Continuing to take affirmative measures to ensure accessible housing to persons with disabilities
- Continuing to target families below 30% of the median income level
- Continuing to make structural and aesthetic improvements in tandem with the recommendations of the Green Physical Needs Assessment

**Actions taken to encourage public housing residents to become more involved in management and participate in homeownership**

The Sheboygan Public Housing Authority continues to partner with Lakeshore CAP, Family Service Association and Partners for Community Development to provide homeownership and rent smart training to residents of the public housing.

**Actions taken to provide assistance to troubled PHAs**

The Sheboygan PHA is not troubled.

### **CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)**

**Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)**

The City utilized a consulting firm to complete an Affordable Housing Study in 2021 and has been working to implement the recommendations found there-in. An Affordable Housing Fund was created in cooperation with the Sheboygan County Economic Development Corporation and several of the area's large employers. The City of Sheboygan has also undertaken a comprehensive review of ordinance and code to ensure that they do not create unintentional and unnecessary barriers. Discussions around land use and zoning are also underway internally and with interested

### **Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)**

The City completed a public request for proposals process to allow public service agencies to submit a request for funding, ensuring applicant programs meet priority needs found in the Consolidated and Annual Action Plans. Material cost and contractor availability continue to be addressed. Staff continue to look for additional funding streams and for opportunities to collaborate with outside agencies.

### **Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)**

The City follows lead-based paint requirements on all housing rehabilitation projects. We also partner with the Sheboygan County Health and Human Services, Public Health Division to deal with problem properties in the city that have outstanding lead-related orders to correct.

### **Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)**

The City of Sheboygan works with local public service providers and provides funding to agencies that provides service to poverty-level families. Staff sit on the Housing Coalition and serve as the co-chair of the Advocacy and Government Affairs committee.

### **Actions taken to develop institutional structure. 91.220(k); 91.320(j)**

City staff works throughout the year to increase institutional structure, both within the City and throughout our partner agencies. This is accomplished by providing technical assistance on federal grant management, such as growing their knowledge of Davis-Bacon requirements, financial management and other grant management procedures. Staff maintains contact with partner agencies throughout the year, offering referrals for funding and training opportunities where appropriate.

### **Actions taken to enhance coordination between public and private housing and social service**

**agencies. 91.220(k); 91.320(j)**

City staff is heavily connected to work with public and private housing and social services agencies to make the biggest impact. Evidence of this includes involvement in multi-sector task forces, coalitions, and networks that connect the City to private and social service programs.

**Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)**

The City of Sheboygan held two landlord training programs in 2022 and continued to work with the Lakeshore Apartment Association to educate local landlords on fair housing related issues. The City also funded Partners for Community Development in conjunction with Recommendation No. 3, funding post-purchase counseling.

## **CR-40 - Monitoring 91.220 and 91.230**

**Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements**

Projects and programs funded with CDBG are subject to monitoring. City staff makes contact with each subrecipient prior to the execution of agreements. Performance standards are established and included in the signed Agreement for each group receiving CDBG funds. All recipients of CDBG public services funds are evaluated through quarterly reports to the City, as required by the funding agreement. Each report provides statistics on the program participants and a narrative of the activities undertaken during the reporting period. The information provided to the City is entered into the Integrated Disbursement and Information System (IDIS). City staff continues to be in regular contact with subrecipients throughout the program year, offering training sessions, one-on-one technical assistance, performance check-ins and on-site monitoring.

## **Citizen Participation Plan 91.105(d); 91.115(d)**

**Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.**

The City makes every effort to provide citizens with reasonable notice and opportunity to comment on performance reports. Notice of the public hearing and comment period is published in the paper of record, the Sheboygan Press and is posted on the City website and in public locations throughout the City, including the Library and City Hall. A copy of the report is available for review on the City's website and residents are encouraged to share their feedback at the public hearing, held during a Personnel and Finance Committee meeting. The final version of the CAPER is provided to the Common Council, submitted to HUD and then posted to the City's website.

## **CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

No significant changes at this time.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**CR-45 - CDBG 91.520(c)**

**Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.**

No significant changes at this time.

**Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?**

No

**[BEDI grantees] Describe accomplishments and program outcomes during the last year.**

**CR-58 – Section 3****Identify the number of individuals assisted and the types of assistance provided**

<b>Total Labor Hours</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Total Number of Activities	0	0	0	0	0
Total Labor Hours	0				
Total Section 3 Worker Hours	0				
Total Targeted Section 3 Worker Hours	0				

**Table 8 – Total Labor Hours**

<b>Qualitative Efforts - Number of Activities by Program</b>	<b>CDBG</b>	<b>HOME</b>	<b>ESG</b>	<b>HOPWA</b>	<b>HTF</b>
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes, preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					
--------	--	--	--	--	--

**Table 9 – Qualitative Efforts - Number of Activities by Program****Narrative**

The City of Sheboygan includes Section 3 goals in all of our publically-bid projects. Given the small market in Sheboygan, meeting the Section 3 goals can be difficult but the City continues to make every effort to do so.



**ORDER DETAILS**

PREVIEW FOR AD NUMBER LWIX00312940

Item 40.

**Order Number:**  
LWIX0031294  
**External Order #:**  
9466297  
**Order Status:**  
Submitted  
**Classification:**  
Govt Public Notices  
**Package:**  
General Package  
**Final Cost:**  
45.46  
**Payment Type:**  
Visa  
**User ID:**  
L0040586

**ACCOUNT INFORMATION**

Abby Block  
828 Center Ave Suite 208  
Sheboygan, WI 53081  
920-838-2949  
abby.block@sheboyganwi.gov  
City of Sheboygan  
Contract ID:

**PAYMENT DETAILS**

VisaXXXXXXXXXXXX4798

**TRANSACTION REPORT**

**Date**  
October 30, 2023 6:27:13 PM EDT  
**Amount:**  
45.46

**ADDITIONAL OPTIONS**

1 Affidavit

**SCHEDULE FOR AD NUMBER LWIX00312940**

November 2, 2023  
Sheboygan Press

**PUBLIC NOTICE**  
**A SUBSTANTIAL AMENDMENT TO THE**  
**CITY OF SHEBOYGAN'S**  
**PY 2023 COMMUNITY DEVELOPMENT**  
**BLOCK GRANT**  
**ANNUAL ACTION PLAN/FIVE-YEAR**  
**CONSOLIDATED PLAN**

This notice shall inform interested persons of a Substantial Amendment to the City of Sheboygan's Community Development Block Grant (CDBG) Annual Action Plan for Program Year (PY) 2023.

The proposed amendment is the reprogramming of \$250,000 in public facilities funding from street lighting and the Kiwanis Pickleball Courts to Acquisition and Soft Costs associated with the development of affordable housing. The public facility projects will be considered for additional funding with the PY 2024 CDBG allocation.

The U.S. Department of Housing and Urban Development (HUD) requires a 30-day Public Comment Period for Substantial Amendments. On or about December 4, 2023, the City of Sheboygan will submit the Substantial Amendment to HUD for approval.

The Substantial Amendment will be posted on the City's official website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov). Copies may also be viewed at the Department of Planning and Development, 828 Center Avenue, Suite 208, Sheboygan, WI 53081.

The City will accept comments from November 2, 2023 until December 3, 2023. Public Comments can be emailed to Abby Block, Grant Coordinator at [abby.block@sheboyganwi.gov](mailto:abby.block@sheboyganwi.gov) or can be mailed to the City of Sheboygan, Department of City Development, Attn: Grant Coordinator, 828 Center Avenue, Suite 208, Sheboygan, WI 53081. If you would like to make a public comment by phone, please call (920) 459-3378. All public comments will be taken into consideration prior to sending the Substantial Amendment to the U.S. Department of Housing and Urban Development.

WNAXLP  
Publication Dates  
L00000000

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PUBLIC HEARINGS  
CITY OF SHEBOYGAN  
COMMUNITY DEVELOPMENT BLOCK  
GRANT

Item 40.

The City of Sheboygan will hold public hearings on Monday, November 13th, 2023 to gather feedback on its Community Development Block Grant (CDBG) program. Hearings will be held to gather public feedback on the following:

- The Consolidated Annual Performance Evaluation Report (CAPER) for Program Year (PY) 2022. The CAPER is available on the City's website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov). A 30-day Public Comment Period began on October 19, 2023 and concludes on November 20, 2023;
- A Substantial Amendment to the City's 2023 Annual Action Plan to reallocate funds. The Amendment is available for viewing on the City's website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov). A 30-day Public Comment Period began on November 2, 2023 and concludes on December 3, 2023; and
- The City's critical community development and housing concerns. Public input will be considered when determining the priority needs to be addressed with anticipated CDBG funds in the 2024 Program Year.

The CDBG program provides federal funds which must be used to provide decent housing and suitable living environments, address community service and facility needs, and expand economic opportunities for primarily low- and moderate-income persons.

The above public hearings will be held during the Finance and Personnel Committee meeting at 5pm on Monday, November 13th in the Common Council Chambers located on the third floor of Sheboygan City Hall, 828 Center Avenue.

Feedback from all interested parties is welcome in-person during the hearings or via phone, by email or in writing during the corresponding public comment period as listed above. To comment or for further information, contact Abby Block, Grant Coordinator, by phone at 920-459-3378, by email at [abby.block@sheboyganwi.gov](mailto:abby.block@sheboyganwi.gov) or by mail at Department of City Development, Attn: Grant Coordinator, 828 Center Ave, Ste 208, Sheboygan, WI 53081.

The public hearing space is fully accessible to persons with disabilities. Individuals needing special accommodations (including auxiliary aids/services or translation) during the hearing should notify Abby Block at least three days prior to the hearing. An ASL or language interpreter can be provided upon request.

Para recibir este aviso en español, contacta a Abby Block al 920-459-3378 o

abby.block@sheboyganwi.gov.

Yog koj xav tau daim ntawv ceeb toom  
no ua lus Hmoob, thov hu rau Abby Block  
ntawm 920.459.3378 lossis email abby.  
block@sheboyganwi.gov.

WNAXLP

November 2 2023

LWIX0031295

Item 40.

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PUBLIC COMMENT PERIOD  
CITY OF SHEBOYGAN  
COMMUNITY DEVELOPMENT BLOCK  
GRANT - CONSOLIDATED ANNUAL  
PERFORMANCE AND EVALUATION

Item 40.

The City of Sheboygan has prepared its 2022 Consolidated Annual Performance and Evaluation Report (CAPER) as required by the U.S. Department of Housing and Urban Development (HUD). The CAPER details Community Development Block Grant activities undertaken by the City of Sheboygan during the 2022 program year.

The City will consider comments until November 20, 2023. Written comments may be submitted to: [development@sheboyganwi.gov](mailto:development@sheboyganwi.gov) or via U.S. Mail to: City of Sheboygan – Planning and Development, 828 Center Avenue, Suite 208, Sheboygan WI 53081.

Interpretation services through Language Line are available if requested. Call Dept. of City Development at 920-459-3378 for additional information.

Los servicios de interpretación a través de Language Line están disponibles si se solicita. Llame al Dept of City Development 920-459-3378 para obtener información adicional. Cov kev pab txhais lus los ntawm kab lus muaj nyob yog thov. Hu rau Dept. of City Development ntawm 920-459-3378 yog xav paub ntxiv.

The City shall consider all public input received before preparing its final submission, in addition to providing HUD with a summary of such comments as they related to the 2022 CAPER. Interested parties can view the City's website at [www.sheboyganwi.gov](http://www.sheboyganwi.gov) on October 20, 2022 to view a copy of the report.

WNAXLP

October 20 2023

LWIX0028345



PO Box 630848 Cincinnati, OH 45263-0848

**PROOF OF PUBLICATION**

Suite 208  
 Janet Duellman  
 828 Center Ave Suite 208  
 Sheboygan WI 53081

STATE OF WISCONSIN, COUNTY OF BROWN

I being duly sworn, doth depose and say that I am an authorized representative of the Sheboygan Press, a daily newspaper published in said county and that an advertisement of which the annexed is a true copy, taken from said paper, has been published in said newspaper in the issues dated:

10/20/2023

That said newspaper was regularly issued and circulated on those dates and that the fees charged are legal.

Sworn to and subscribed before on 10/20/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$37.66

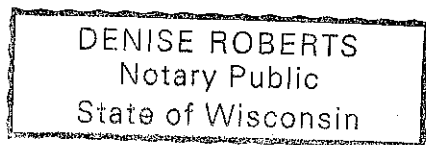
Order No: 9421280

# of Copies:

Customer No: 1191901

-1

PO #: LWIX0028345

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Community Development Block Grant  
**CONSOLIDATED ANNUAL  
PERFORMANCE EVALUATION  
REPORT FOR PY2022**



# Five-Year Consolidated Plan

Outlines priority needs and goals for a 5 year period



## Annual Action Plan

Strategy to implement ConPlan goals for 1 year period



## Consolidated Annual Performance Evaluation Report (CAPER)

Shares accomplishments and progress toward ConPlan goals for the previous Program Year







# Housing

Item 40.

**114** households received homebuyer assistance

**23** owner-occupied units rehabilitated

**2** rental units rehabilitated

## Partners:



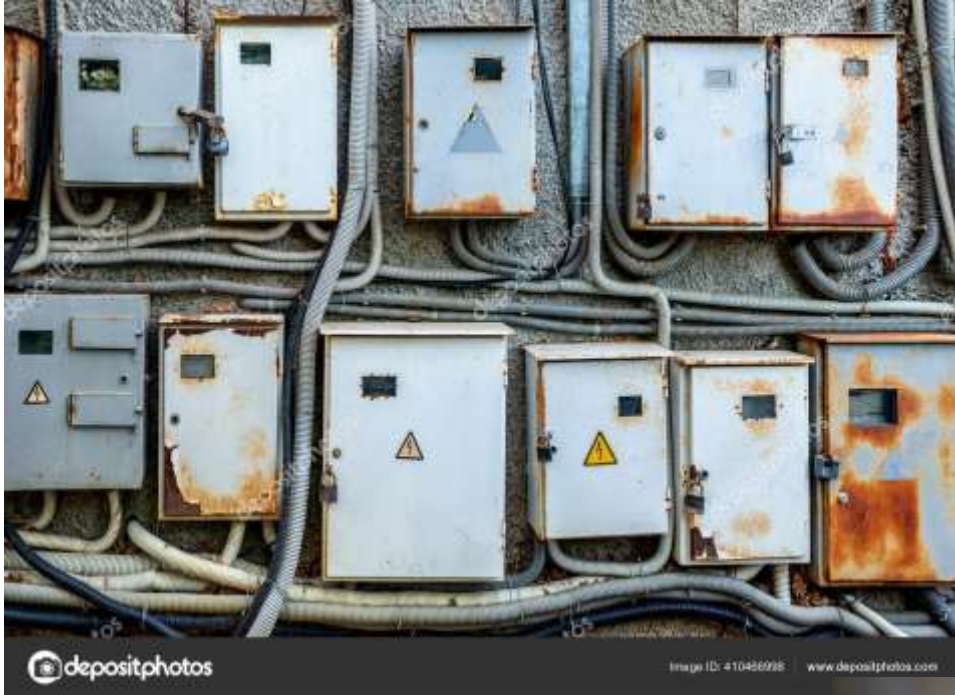
**Habitat**  
for Humanity®  
Lakeside











Electrical Hazards

Interior  
Stairs



Item 40.

Lead-Based  
Paint on  
Windows





Accessibility



Item 40.

Roof Damage





# Homelessness

Item 40.

**1,065** individuals received services  
to prevent homelessness

## Partners:



**Consumer  
Credit  
Counseling  
Service**

You're not alone.



**LAKESHORE  
CAP, INC.**

HELPING PEOPLE. CHANGING LIVES.





# Neighborhood Revitalization

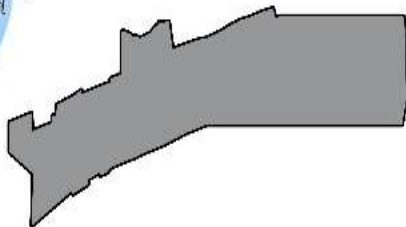
Item 40.

**13** official neighborhoods supported throughout the year and eligible for specialized street signage

## Partners:



Kuehne Park Neighborhood



**KING PARK**  
Southside Beach  
NEIGHBORHOOD Cooler Near the Lake



James Madison  
Neighborhood  
Association

"Soaring Into The Future"



Franklin Park Neighborhood  
Former Franklin School Site  
1898-1976  
Building upon our Heritage

271



# Economic Development

Item 40.

**28 new jobs created**

**5,600** area residents impacted by historic facade preservation funds received by two businesses

## Partners:



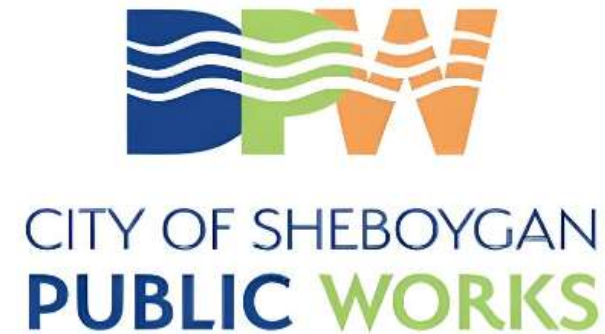


# Public Facilities & Infrastructure

**3,635** individuals received  
transportation services

**6,176** individuals impacted by street  
resurfacing of St. Clair Avenue

## Partners:





# Opportunities



**Increased staff  
capacity**



**Better utilization of  
Neighborly software**



**Improved public  
feedback processes**



# QUESTIONS?

# CONCERNS?

# PLEASE REACH OUT!



**Abby Block, Grant Coordinator**



**(920) 459- 3378**



**[abby.block@sheboyganwi.gov](mailto:abby.block@sheboyganwi.gov)**

**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		
-------------	--	--

- (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  
GENERAL ORDINANCE 30-23-24**

**BY ALDERPERSON FELDE.**

**NOVEMBER 20, 2023.**

AN ORDINANCE 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.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification:

Property located at 3021 Main Avenue – Parcel No. 59281615440

SECTION 16, TOWNSHIP 15 NORTH, RANGE 23 EAST

GRACELAND SUBD NO 14 ALL OF BLK 26 OF SD SUBD & ALSO ALL OF BLK 26 OF GRACELAND SUBD NO 16, ALSO UNPLATTED LAND DESC AS: COM AT THE NE COR OF LOT 8 BLK 26 OF GRACELAND SUBD NO 16, TH S-88-DEG-55'-00"-W 161.22' ALG THE N LINE OF SD BLOCK 26 TO THE S LINE OF MAIN AVE., TH N-75-DEG-07'-00"-E 329.30' ALONG SD S LINE, TH S-02-DEG-16'-00"-E 178.71', TH S-89-DEG-04'-30"E 196.75' TO THE W LINE OF N 29TH ST, TH S-00-DEG-50'-00"-E 220' ALG SD W LINE, TH S-89-DEG-04'-30"-E 167.75', TH S-00-DEG-50'-00"-E 20', TH S-89-DEG-01'-00"-W 125.00' TO THE E LINE OF N 30TH ST, TH S-89-DEG-12'-00"-W 60.14' TO THE SE COR OF LOT 4 OF BLK 26 OF GRACELAND SUBD NO 16, BEING A POINT IN THE W LINE OF N 30TH ST, TH N-00-DEG-48'-00"-W 245', TH N-02-DEG-22'-00"-E 100.44' ALG SD E LINE TO BEG



Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

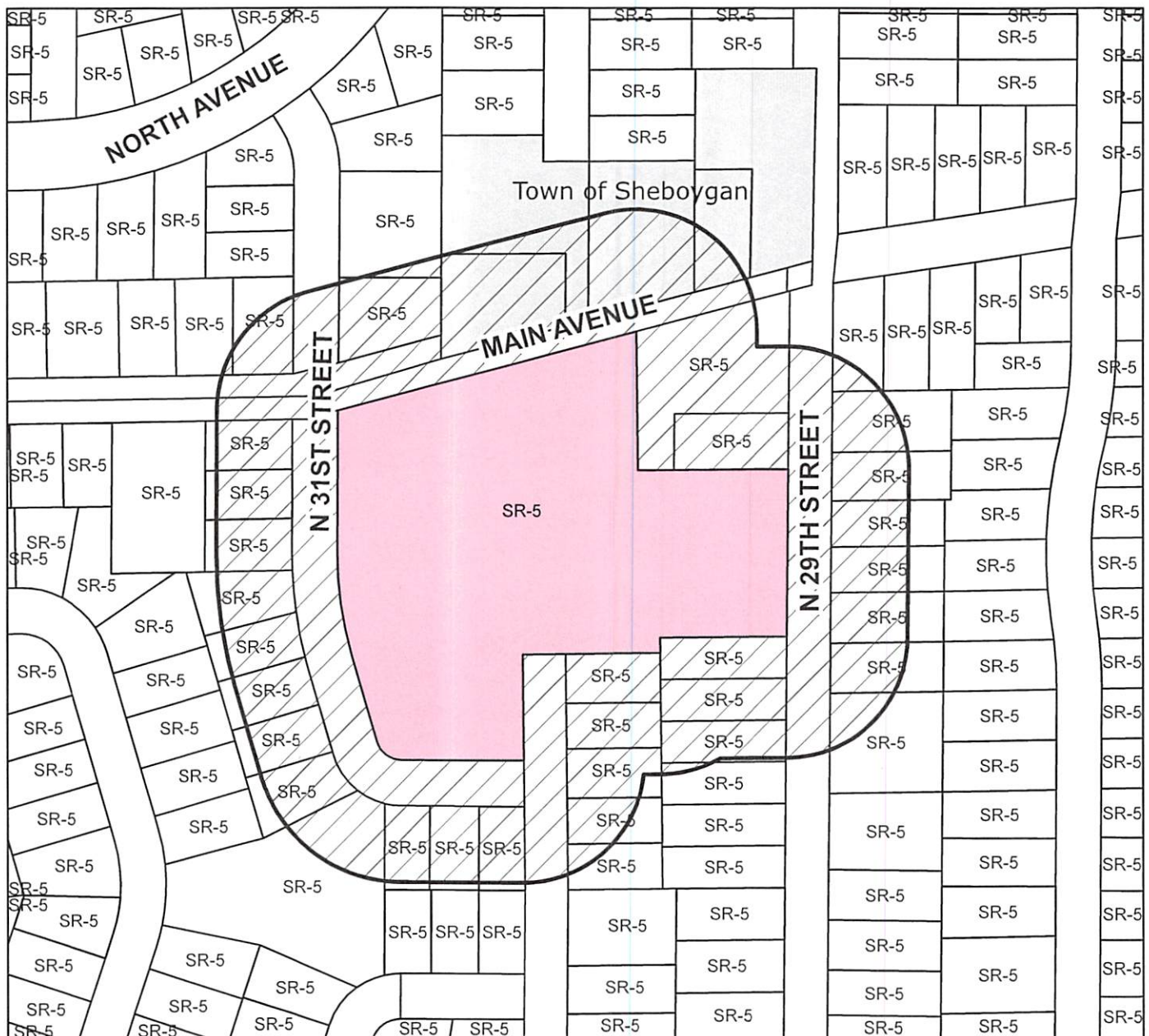
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Aldersperson, City of Sheboygan

\_\_\_\_\_  
Aldersperson, City of Sheboygan

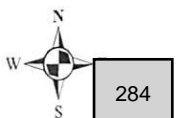
# **PROPOSED REZONE FROM SUBURBAN RESIDENTIAL-5 (SR-5) TO MIXED RESIDENTIAL-8 (MR-8)**

SECTION 16, TOWNSHIP 15 NORTH, RANGE 23 EAST

GRACELAND SUBD NO 14 ALL OF BLK 26 OF SD SUBD & ALSO ALL OF BLK 26 OF GRACELAND SUBD NO 16, ALSO UNPLATTED LAND DESC AS: COM AT THE NE COR OF LOT 8 BLK 26 OF GRACELAND SUBD NO 16, TH S-88-DEG-55'-00"-W 161.22' ALG THE N LINE OF SD BLOCK 26 TO THE S LINE OF MAIN AVE., TH N-75-DEG-07'- 00"-E 329.30' ALONG SD S LINE, TH S-02-DEG-16'-00"-E 178.71', TH S-89-DEG-04'- 30"E 196.75' TO THE W LINE OF N 29TH ST, TH S-00-DEG- 50'-00"-E 220' ALG SD W LINE, TH S-89-DEG-04'-30"-E 167.75', TH S-00-DEG-50'- 00"-E 20', TH S-89-DEG-01'- 00"-W 125.00' TO THE E LINE OF N 30TH ST, TH S-89-DEG- 12'-00"-W 60.14' TO THE SE COR OF LOT 4 OF BLK 26 OF GRACELAND SUBD NO 16, BEING A POINT IN THE W LINE OF N 30TH ST, TH N-00-DEG-48'- 00"-W 245', TH N-02-DEG-22'- 00"-E 100.44' ALG SD E LINE TO BEG



0 100 200 400 US Feet



**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:

## A M E N D M E N T

### 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  
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:

A M E N D M E N T

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:

#### A M E N D M E N T

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:

#### A M E N D M E N T

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:

#### A D O P T I O N

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:

#### A D O P T I O N

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