



SEVENTH REGULAR COMMON COUNCIL MEETING AGENDA

July 05, 2022 at 6:00 PM

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

"Community is much more than belonging to something; it's about doing something together that makes belonging matter" - Brian Solis

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

Notice of the 7th Regular Meeting of the 2022-2023 Common Council at 6:00 PM, TUESDAY, July 5, 2022 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

Alderspersons Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar may attend the meeting remotely

2. Pledge of Allegiance

3. Approval of Minutes

Regular Council Meeting held on June 20, 2022

4. Resignations

*Amy Horst from the Redevelopment Authority
Monica Hart from the Mayor's International Committee*

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. C. No. 40-22-23 by Finance and Personnel Committee to whom was referred R. O. No. 145-21-22 by City Clerk submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department; recommends filing the claim.

- [9.](#) R. C. No. 41-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 265-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 135-21-22 by City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck; recommends filing the claim.
- [10.](#) R. C. No. 42-22-23 by Finance and Personnel Committee to whom was referred R. C. No. 266-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 122-21-22 by City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC); recommends filing the claim.
- [11.](#) R. C. No. 43-22-23 by Licensing, Hearings, and Public Safety Committee who voted to recommend that the Common Council grant Alc. Bev. Lic. No. 2373 - The Duke of Devon (Stefano Viglietti, Agent) an extension until September 30, 2022 to open for business.
- [12.](#) R. C. No. 44-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 25-22-23 by City Clerk submitting various license applications; recommends approving all license applications.
- [13.](#) R. C. No. 45-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team; recommends adopting the Resolution.

REPORT OF OFFICERS

- [14.](#) R. O. No. 30-22-23 by City Plan Commission to whom was referred Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan; recommends adopting the Resolution.
- [15.](#) R. O. No. 31-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 3-22-23 by Alderperson Perrella and R. O. No. 23-22-23 by City Clerk repealing Gen. Ord. No. 39-21-22 granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described, for the purpose of adding an outdoor seating deck; recommends filing the R. O. and adopting the Ordinance.
- [16.](#) R. O. No. 32-22-23 by City Plan Commission to whom was referred Gen. Ord. No. 4-22-23 by Alderperson Felde and R. O. No. 24-22-23 by City Clerk granting M Squared Properties, LLC the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot; recommends filing the R. O. and adopting the Ordinance.
- [17.](#) R. O. No. 28-22-23 by City Clerk submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [18.](#) R. O. No. 27-22-23 by City Clerk submitting a claim from Jody Gallaway for alleged damages to vehicle when it was struck by a falling tree branch on North 25th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [19.](#) R. O. No. 29-22-23 by City Clerk submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line. REFER TO FINANCE AND PERSONNEL COMMITTEE

- [20.](#) R. O. No. 33-22-23 by Director of Public Works submitting, as a matter of record, a copy of the United States Department of the Army Headquarters, 88th Readiness Division Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue. REFER TO PUBLIC WORKS COMMITTEE
- [21.](#) R. O. No. 34-22-23 by City Clerk submitting a Summons and Complaint in the matter of Badger State Lofts, LP vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [22.](#) R. O. No. 35-22-23 by City Clerk submitting a claim from Khue Vang for alleged damages to vehicle when it struck an open sewer pothole on Arizona Avenue. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [23.](#) R. O. No. 36-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

RESOLUTIONS

- [24.](#) Res. No. 37-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a contract with Fifth Asset, Inc. d/b/a DebtBook for the financial management of leases, IT subscriptions, and General Obligation Debt. SUSPEND THE RULES AND ADOPT THE RESOLUTION
- [25.](#) Res. No. 34-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the purchase of 1214 South 11th Street to assist in infrastructure development for the City. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [26.](#) Res. No. 36-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [27.](#) Res. No. 35-22-23 by Alderpersons Felde and Ackley authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

REPORT OF COMMITTEES

- [28.](#) R. C. No. 39-22-23 by Finance and Personnel Committee to whom was referred Direct Referral Res. No. 33-22-23 authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.; recommends adopting the Resolution.

GENERAL ORDINANCES

- [29.](#) Gen. Ord. No. 6-22-23 by Alderpersons Mitchell and Filicky-Peneski increasing the Room Tax Permit fee to \$100. REFER TO FINANCE AND PERSONNEL COMMITTEE
- [30.](#) Gen. Ord. No. 7-22-23 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit, between 8:00 a.m. and 5:00 p.m. Monday through Friday, to the west side of S. 12th Street between Georgia and Clara Avenue. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

ADJOURN MEETING

- [31.](#) Motion to Adjourn

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

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

CITY OF SHEBOYGAN**SIXTH REGULAR COMMON COUNCIL MEETING MINUTES****Monday, June 20, 2022**

OPENING OF MEETING**1. Roll Call**

Alderspersons present: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Ramey, Rust, and Salazar – 10.

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

MOTION TO APPROVE MINUTES FROM THE JUNE 6, 2022 MEETING

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

4. Confirmation of Mayoral Appointments

Angela Ramey to Public Works Committee, Zach Rust to Architectural Review Board, Christine Campe to Library Board, Andy Ross to Board of Review, Stephanie Goetz to Senior Service Commission, and James VanAkkeren, Geralyn Leannah, Rebecca Clarke and Lora Hagen to Sustainable Task Force

MOTION TO CONFIRM APPOINTMENTS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

5. Presentation

Citizens Fire Academy (CFA) by Eric Montellano Fire Chief

6. Presentation

Affordable Housing Market Study Update on Progress by Chad Pelishek, Director of Planning and Development

7. Public Forum

Limit of five people having five minutes each with comments limited to items on this agenda. Maeve Quinn and Peter Mayer spoke.

8. Mayor's Announcements

Upcoming Community Events, Proclamations, Employee Recognitions

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 Felde, Seconded by Filicky-Peneski.

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

Rust, Ramey – 10.

10. R. O. No. 22-22-23 by Board of License Examiners submitting applications for Building Contractor Licenses already granted.

MOTION TO RECEIVE AND FILE THE R. O.

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

11. R. C. No. 30-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 9-22-23 by City Clerk submitting various license applications; recommends denying License #3539 Reynoso Properties, LLC.

MOTION TO RECEIVE THE R. C. AND DENY THE LICENSE

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

12. R. C. No. 32-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred pursuant to R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends granting the extension of open for Business to License No. 3333 (Kohler Company) and approving the renewal of the alcohol license.

MOTION TO RECEIVE THE R. C. AND GRANT THE EXTENSION AND RENEWAL

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

13. R. C. No. 29-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R.O. No. 21-22-23 by City Clerk submitting various license applications; recommends amending the R. O. to include license #2207 and granting the license applications with caveats.

MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS WITH CAVEATS

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

14. R. C. No. 34-22-23 by Public Works Committee to whom was referred Res. No. 22-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the construction of the Evergreen Park – Area 5 Pedestrian Bridge; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

15. R. C. No. 28-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 23-22-23 by Alderpersons Felde and Ackley authorizing acceptance of the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

16. R. C. No. 37-22-23 by Finance and Personnel Committee to whom was referred Res. No. 26-22-23 by Alderpersons Mitchell and Filicky-Peneski approving an amendment to the Project Plan and Boundaries of Tax Incremental District No. 16, City of Sheboygan, Wisconsin; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

17. R. C. No. 35-22-23 by Public Works Committee to whom was referred Res. No. 27-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with K-W Electric, Inc. for the replacement of the emergency electrical generator at Sheboygan Fire Department Fire Station #2; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

18. R. C. No. 36-22-23 by Public Works Committee to whom was referred Res. No. 28-22-23 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into an Addendum dated April 18, 2022 to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program; recommends adopting the Resolution.

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

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

REPORT OF OFFICERS

19. R. O. No. 23-22-23 by City Clerk submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
20. R. O. No. 24-22-23 by City Clerk submitting a communication from M. Squared Properties requesting an encroachment on their property located at 1444 Pershing avenue for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION

RESOLUTIONS

21. Res. No. 29-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a hearing regarding the denial of "Class B" Alcohol Beverage License No. 3539-Reynoso Properties LLC (Pedro Reynoso, Jr., Agent) and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

22. Res. No. 30-22-23 by Alderpersons Felde and Ackley authorizing the City Attorney to engage the services of special outside legal counsel to represent the Licensing, Hearings, and Public Safety Committee and Common Council with regard to a quasi-judicial hearing regarding the non-renewal of "Class B" Alcohol Beverage License No. 2301-One More Time, LLC (Joseph P. Bonelli, Agent) and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

23. Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
24. Res. No. 32-22-23 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan. REFER TO CITY PLAN COMMISSION

REPORT OF COMMITTEES

25. R. C. No. 38-22-23 by Finance and Personnel Committee to whom was referred Res. No. 25-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing an appropriation in the 2022 budget for grant funds received under the 2022 Wisconsin Bureau of Transportation Safety, Bicycle and Pedestrian Enforcement Grant; recommends adopting the Resolution.

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

Motion made by Mitchell, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

26. R. C. No. 31-22-23 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 14-22-23 by City Clerk submitting various license applications; recommends denying the renewal of the "Class B" Alcohol Beverage License No. 2301 held by One More Time, LLC (Joseph P. Bonelli, Agent).

MOTION TO RECEIVE THE R. C. AND DENY THE RENEWAL

Motion made by Felde, Seconded by Dekker.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

27. R. C. No. 33-22-23 by Finance and Personnel Committee to whom was referred Res. No. 24-22-23 by Alderpersons Mitchell and Filicky-Peneski adopting updated wage classifications and steps as part of the 2022 City of Sheboygan Compensation Program for Non-Represented Employees; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND REFER THE RESOLUTION TO THE FINANCE AND PERSONNEL COMMITTEE

Item 3.

Motion made by Mitchell, Seconded by Heidemann.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Salazar, Rust, Ramey – 9.

Voting Nay: Perrella – 1.

GENERAL ORDINANCES

28. Gen. Ord. No. 3-22-23 by Alderperson Perrella repealing Gen. Ord. No. 39-21-22 granting Harbor Cafe, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC, its successors and assigns, the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described in the City of Sheboygan for the purpose of adding an outdoor seating deck. REFER TO CITY PLAN COMMISSION
29. Gen. Ord. No. 4-22-23 by Alderperson Felde granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot. REFER TO CITY PLAN COMMISSION
30. Gen. Ord. No. 5-22-23 by Alderpersons Dekker and Perrella creating a 30 Minute Parking zone on the west side of N. 15th Street north of Wisconsin Avenue. REFER TO PUBLIC WORKS COMMITTEE

OTHER MATTERS AUTHORIZED BY LAW

31. R. O. No. 25-22-23 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

ADJOURN MEETING

32. Motion to Adjourn

MOTION TO ADJOURN AT 7:10 PM

Motion made by Felde, Seconded by Filicky-Peneski.

Voting Yea: Ackley, Dekker, Felde, Filicky-Peneski, Heidemann, Mitchell, Perrella, Salazar, Rust, Ramey – 10.

July 5, 2022

Resignation

Amy Horst from the Redevelopment Authority effective immediately.

July 5, 2022

Resignation

Monica Hart from the Mayor's International Committee effective immediately.

IV

R. C. No. 40 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. July 5, 2022.

Your Committee to whom was referred R. O. No. 145-21-22 by the City Clerk submitting a claim from Troy Shaw for alleged damages to his Gamo Mach 1 Air Rifle by the Sheboygan Police Department; recommends filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

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

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

CITY CLERK

F+P
2022-2023 Council

DATE RECEIVED

4-5-22

RECEIVED BY

MKC

CLAIM NO.

25-21

Item 8.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

APR 05 2022

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

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

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

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

Item 8.

No Injuries

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

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

Auto: \$ _____

Property: \$ 289.90

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 289.90

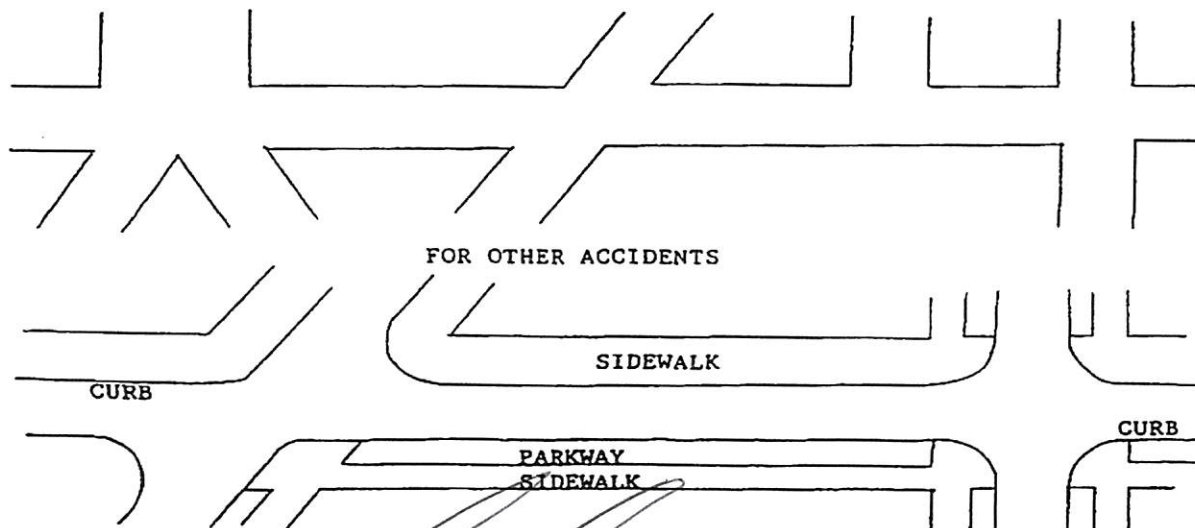
Damaged vehicle (if applicable)

Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Signature]

DATE 4-5-2022

DATE RECEIVED _____

RECEIVED BY _____

Item 8.

CLAIM NO. _____

CLAIM

Claimant's Name: Troy Shaw

Auto \$ _____

Claimant's Address: 1034 Weeden Creek Rd

Property \$ 289.90

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920-395-3626

Other (Specify below) \$ _____

TOTAL \$ 289.90

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

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

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

SIGNED

Troy Shaw

DATE: 4-5-2022

ADDRESS: 1034 Weeden Creek Rd

Sheboygan, WI 53081

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

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


[SPRING DEALS
REBATES](#)
[OUTLET
RETAIL LOCATOR
MY ACCOUNT/LOGIN](#)


\$289.90

Whisper Fusion Mach 1 .177 caliber break barrel air rifle

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



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IV

R. C. No. 41 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. July 5, 2022.

Your Committee to whom was referred R. C. No. 265-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 145-21-22 by the City Clerk submitting a claim from Geico Casualty Company for alleged damages that occurred after a motor vehicle accident between Colin McCulley and a City of Sheboygan fire truck; recommends filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

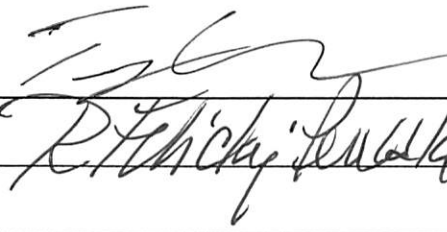
Approved _____ 20____. _____, Mayor

VI

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

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

F+P
2022-2023 Council



Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Item 9.

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

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

FrP

CITY CLERK



One Geico Center
Macon, GA 31296-0001

GEICO Casualty Company

MA Item 9.

Claim # 24-21
MKC
3-15-2022

03/10/2022

City Clerk Of Sheboygan

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

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

Dear City Clerk Of Sheboygan,

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

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

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

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

Payment should be remitted to:

GEICO Casualty Company
ATTN: Cashiers
One GEICO Center

Macon, GA 31296

Item 9.

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

Sincerely,

Brittany Shine
478-744-5078
Payment Recovery Unit

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

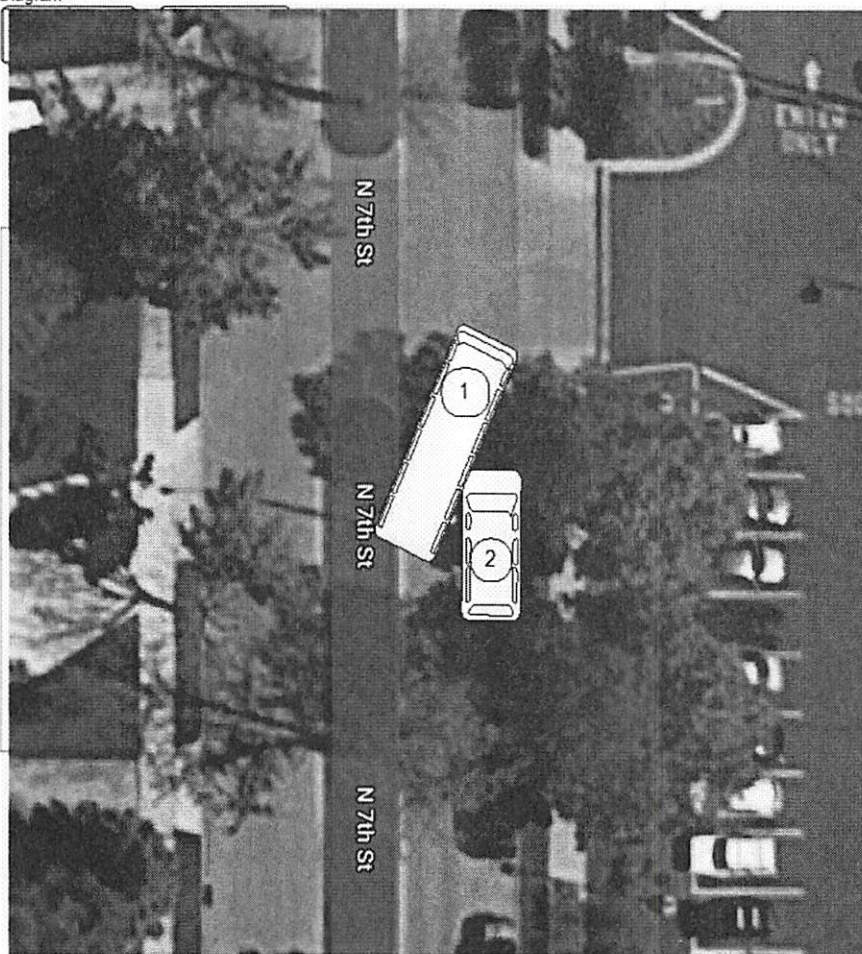
SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0GL84FF

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

Description

Diagram



Reconstruction By

Photos By

 Additional Information
 NONE

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

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

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

Location

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

Crash Scene

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

Unit Summary

01
--

Vehicle

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

7	8	9	10	11
6	[REDACTED]			12
5	4	3	2	1



G7L0GL84FF

C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

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

G7L0GL84FF
C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

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

Unit Summary

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

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

G7L0GL84FF

C21-18883

WISCONSIN MOTOR VEHICLE CRASH REPORT

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

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

GEICO

09

For supplement requests visit partners.geico.com

4295 Ocmulgee East Blvd.

Macon, GA 31296

Phone: (630) 524-8956

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

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

Owner (Insured):

Colin Mc Culley
1344 Greystone Dr
Plymouth, WI 53073
(920) 400-0186 Evening
(920) 400-0186 Cellular
colinmcculley@gmail.com

Inspection Location:

1344 Greystone Dr
Plymouth, WI 53073
Field
(920) 400-0186 Day

Repair Facility:

BSOC

VEHICLE

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

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

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE

KEYLESS ENTRY

MESSAGE CENTER

POWER DRIVER SEAT

POWER WINDOWS

POWER LOCKS

POWER MIRRORS

HEATED MIRRORS

POWER TRUNK/LIFTGATE

CRUISE CONTROL

INTERMITTENT WIPERS

TILT WHEEL

TELESCOPIC WHEEL

STEERING WHEEL TOUCH
CONTROLS

CONSOLE/STORAGE

HOME LINK

INSTRUMENT PANEL

TRACTION CONTROL

STABILITY CONTROL

ALARM

AIR CONDITIONING

CLIMATE CONTROL

REAR DEFOGGER

HANDS FREE DEVICE

RADIO

AM RADIO

FM RADIO

STEREO

SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION

SATELLITE RADIO

ROOF

ELECTRIC GLASS ROOF

SAFETY

DRIVERS SIDE AIR BAG

PASSENGER AIR BAG

FRONT SIDE IMPACT AIR BAGS

HEAD/CURTAIN AIR BAGS

PAINT

CLEARCOAT PAINT

FRONT END

POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS

PRIVACY GLASS

SEATS

LEATHER SEATS

POWER PASSENGER SEAT

HEATED SEATS

RETRACTABLE SEATS

3RD ROW SEAT

CAPTAIN CHAIRS (2)

REAR CONVENIENCE

DUAL AIR CONDITIONING

DUAL POWER SLIDING DOORS

REAR END

BACKUP CAMERA

REAR WINDOW WIPER

REAR SPOILER

WHEELS

4-WHEEL DISC BRAKES

ALUMINUM/ALLOY WHEELS

Estimate of Record

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

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

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

Estimate of Record

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

ESTIMATE TOTALS

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

This is not an authorization to repair.

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

No Supplement will be honored unless authorized by GEICO.

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

ALTERNATE PARTS DISCLAIMER:

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

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

Estimate of Record

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

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

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

Some 2022 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.

Claim #:
Workfile ID:

0630654660000002
d1157ba5

Item 9.

Estimate of Record

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

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

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.



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

GEICO

WISCONSIN

For supplements visit:partners.geico.com

PO BOX 1231

Manitowoc, WI 54221

Phone: (920) 412-8102

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

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

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

(920) 412-8102

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

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

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

TRANSMISSION

AUTOMATIC TRANSMISSION

DRIVER CONVENIENCE

KEYLESS ENTRY

MESSAGE CENTER

POWER DRIVER SEAT

POWER WINDOWS

POWER LOCKS

POWER MIRRORS

HEATED MIRRORS

POWER TRUNK/LIFTGATE

CRUISE CONTROL

INTERMITTENT WIPERS

TILT WHEEL

TELESCOPIC WHEEL

STEERING WHEEL TOUCH CONTROLS

HOME LINK

INSTRUMENT PANEL

TRACTION CONTROL

STABILITY CONTROL

ALARM

AIR CONDITIONING

CLIMATE CONTROL

REAR DEFOGGER

HANDS FREE DEVICE

RADIO

AM RADIO

FM RADIO

STEREO

SEARCH/SEEK

CD PLAYER

AUXILIARY AUDIO CONNECTION

ROOF

ELECTRIC GLASS ROOF

SAFETY

DRIVERS SIDE AIR BAG

PASSENGER AIR BAG

FRONT SIDE IMPACT AIR BAGS

HEAD/CURTAIN AIR BAGS

PAINT

CLEARCOAT PAINT

FRONT END

POWER STEERING

POWER BRAKES

ANTI-LOCK BRAKES (4)

GLASS & MIRRORS

DUAL MIRRORS

PRIVACY GLASS

LEATHER SEATS

POWER PASSENGER SEAT

HEATED SEATS

RETRACTABLE SEATS

3RD ROW SEAT

CAPTAIN CHAIRS (2)

REAR CONVENIENCE

DUAL AIR CONDITIONING

DUAL POWER SLIDING DOORS

REAR END

BACKUP CAMERA

REAR WINDOW WIPER

REAR SPOILER

WHEELS

4-WHEEL DISC BRAKES

ALUMINUM/ALLOY WHEELS

Claim #:
Workfile ID:

0630654660000002-
d1157ba5

Item 9.

Supplement of Record 1 Summary

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

CONSOLE/STORAGE SATELLITE RADIO **SEATS**

Supplement of Record 1 Summary

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

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

Claim #:
Workfile ID:

0630654660000002
d1157ba5

Item 9.

Supplement of Record 1 Summary

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

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

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

ESTIMATE TOTALS

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

Supplement of Record 1 Summary

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

SUPPLEMENT SUMMARY

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

Supplement of Record 1 Summary

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

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

NOTES

Prior Damage Notes:
NO UPD FOUND IN PHOTOS

TOTALS SUMMARY

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

CUMULATIVE EFFECTS OF SUPPLEMENT(S)

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

Supplement of Record 1 Summary

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

This is not an authorization to repair.

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

No Supplement will be honored unless authorized by GEICO.

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

ALTERNATE PARTS DISCLAIMER:

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

***IN ADDITION TO ANY SUCH GUARANTEES, GEICO PROVIDES THE FOLLOWING:

****OWNER LIMITED GUARANTEE**** WE GUARANTEE THAT ALL QUALITY REPLACEMENT BODY PARTS (PARTS NOT MANUFACTURED BY THE MANUFACTURER) IDENTIFIED ON YOUR ESTIMATE, ARE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP AND MEET GENERALLY ACCEPTED INDUSTRY STANDARDS. THIS PARTS AND LABOR GUARANTEE WILL BE IN EFFECT FOR AS LONG AS YOU OWN THE VEHICLE DESCRIBED IN THE ESTIMATE. THIS GUARANTEE COVERS THE COST OF THE PART, LABOR TO INSTALL, AND INCIDENTALS SUCH AS PAINT AND MATERIALS AND IS SPECIFICALLY LIMITED TO THOSE ITEMS. THIS GUARANTEE DOES NOT COVER LOSS OR DAMAGE THAT IS UNRELATED TO DEFECTS IN THE QUALITY REPLACEMENT PARTS. THIS IS NOT TRANSFERABLE. IF ANY QUALITY REPLACEMENT PARTS ARE DEFECTIVE IN EITHER MATERIAL OR WORKMANSHIP, CONTACT YOUR LOCAL GEICO REPRESENTATIVE.

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 ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

Supplement of Record 1 Summary

2012 HOND Odyssey EX-L 4D VAN 6-3.5L Gasoline Electronic Fuel Injection 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 ARG4429, CCC Data Date 02/01/2022, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 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:

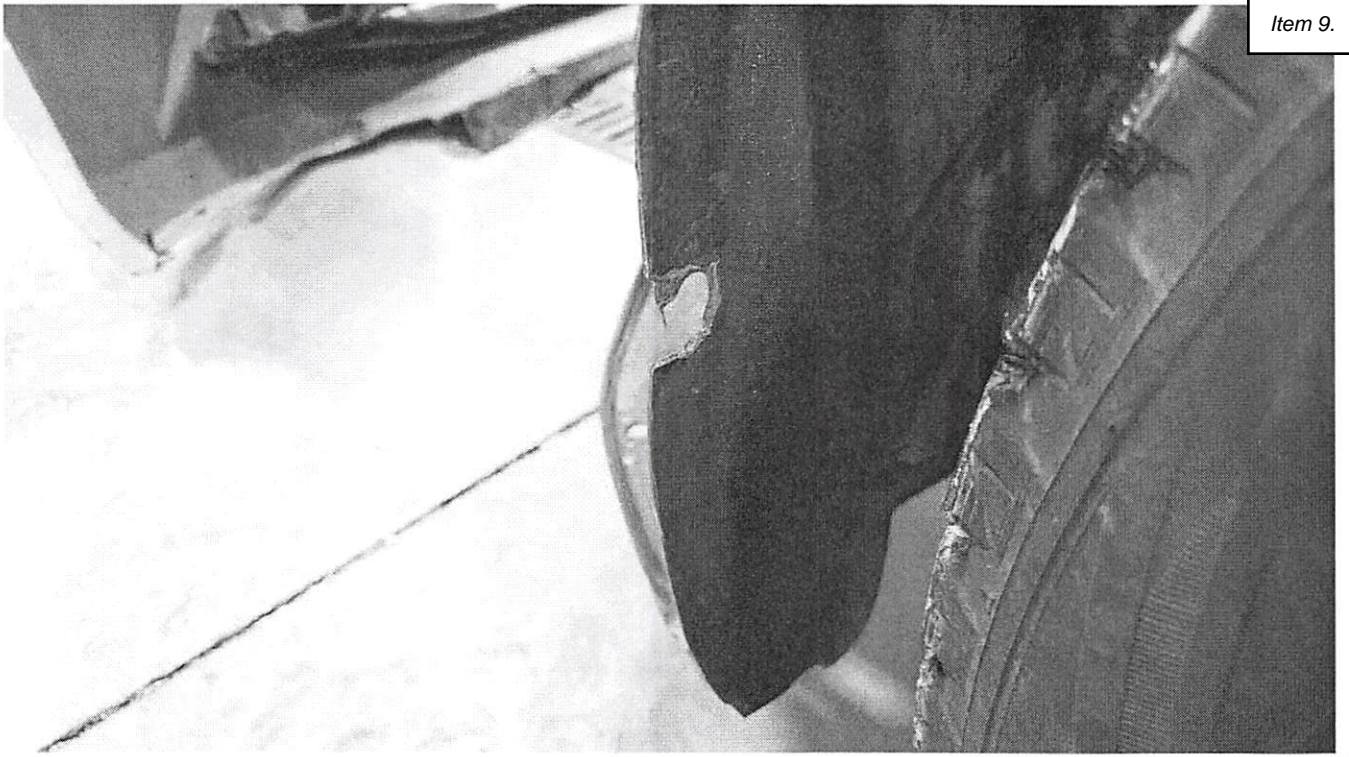
BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Supplement of Record 1 Summary

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

ALTERNATE PARTS SUPPLIERS

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



Claim Number 063065466000002
Pay To The Order Of Colin Patrick Mc Culley

Item 9.

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

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

Related Documents	
Document Name	

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

IV

R. C. No. 42 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. July 5, 2022.

Your Committee to whom was referred R. C. No. 266-21-22 by Finance and Personnel Committee to whom was referred R. O. No. 122-21-22 by the City Clerk submitting a claim of unlawful tax from Reinhart Attorneys at Law regarding Parcel No. 59281860858P and Parcel No. 59281860857P (Midstate Amusement Games, LLC); recommends filing the claim.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

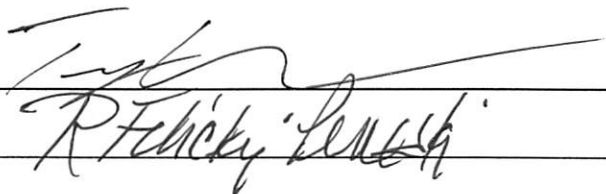
Approved _____ 20____. _____, Mayor

VI

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

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

F+P
2022-2023 Council



_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

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

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

FP

CITY CLERK

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

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com


January 31, 2022

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

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

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

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

Dear Ms. DeBruin:

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

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

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

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

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

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

Ms. Meredith DeBruin
January 31, 2022
Page 2

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

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

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

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

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

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

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

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

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

Yours very truly,


Kristina E. Somers



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

1000 North Water Street
Suite 1700
Milwaukee, WI 53202-3197

Telephone: 414.298.1000
Fax: 414.298.8097
Toll Free: 800.553.6215
reinhartlaw.com

January 31, 2022

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

CLAIM OF UNLAWFUL TAX

SERVED BY PROCESS SERVER

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

Dear Ms. DeBruin:

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

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Ms. Meredith DeBruin
January 31, 2022
Page 2

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

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

Yours very truly,


Kristina E. Somers

VII

R. C. No. 43 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. July 5, 2022.

At its meeting on June 29, 2022, your Committee voted to recommend that the Common Council grant Alc. Bev. Lic. No. 2373-The Duke of Devon (Stefano Viglietti, Agent) an extension until September 30, 2022 to open for business.

Denise Quasius appeared before the committee and explained The Duke of Devon's reopening and renovation plans and their concerns regarding labor and material shortages, but indicated they hope to reopen by the end of September.

Your committee recommends that the common council grant an extension to The Duke of Devon under the continuation of business ordinance until September 30, 2022.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

R. C. No. 44 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. July 5, 2022.

Your Committee to whom was referred R. O. No. 25-22-23 by City Clerk
submitting various license applications; recommends approving all license
applications.

_____ Committee

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

Dated _____ 20____. _____, City Clerk
Approved _____ 20____. _____, Mayor

II

Other Matters

Item 12.

R. O. No. 25 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3186	Suscha's Bar	1054 Pennsylvania Avenue - One day event to be held 7/30/22: to include existing premise and entire parking lot area east and north of building.
1809	The Wharf	733 Riverfront Drive - One day event to be held 7/20/22: to include current premise and parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.
1809	The Wharf	733 Riverfront Drive - Three-day event to be held 8/12/22 - 8/14/22: to include current premise and parking lot between Duke of Devon and The Wharf and boardwalk in front of same business.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3553	Watershed Hotel Group LLC (Watershed Hotel)	838 N. 15 th Street

WPS

VIII

R. C. No. 45 - 22 - 23. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. July 5, 2022.

Your Committee to whom was referred Res. No. 31-22-23 by Alderpersons Felde and Ackley authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team; recommends adopting the Resolution.

_____	_____
_____	_____
_____	_____
	Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 31 - 22 - 23. By Alderpersons Felde and Ackley. June 20, 2022.

A RESOLUTION authorizing entering into an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management with regard to providing City of Sheboygan personnel to a statewide urban search and rescue team.

RESOLVED: That the Fire Chief is hereby authorized to execute an Agreement for Urban Search and Rescue Emergency Response Services with the State of Wisconsin Department of Military Affairs Division of Emergency Management regarding providing personnel to a statewide urban search and rescue team, in form substantially similar to the agreement which is attached hereto and incorporated herein.

LTIPS

Barbara Felde

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



**AGREEMENT FOR URBAN
SEARCH AND RESCUE EMERGENCY
RESPONSE SERVICES**

April 1, 2022, through June 30, 2024

Between

**STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT**

And

[municipality]

This agreement (Agreement) is by and between the State of Wisconsin through the Department of Military Affairs (the Department), Division of Emergency Management (the Division) and [MUNICIPALITY], Wisconsin (Participating Agency), a Local Agency, regarding the provision of personnel by Participating Agency to a statewide urban search and rescue team created pursuant to Wis. Stat. § 323.72(1). The Division and Participating Agency are each a Party and, collectively, the Parties.

RECITALS

- 1.0 To protect life and property against the dangers of emergencies, the Division has, pursuant to Wis. Stat. § 323.72(1), established a US&R team that can be deployed to provide Services in response to Emergencies.
- 2.0 The Division desires to enter into this Agreement with Participating Agency for the purpose of having Participating Agency supply qualified employees to serve on such a team and Participating Agency desires to provide such employees.

NOW THEREFORE, for the mutual promises set forth below, the Parties agree as follows:

TERMS AND CONDITIONS

- 1.0 **Recitals:** The Recitals are incorporated by reference.
- 2.0 **Definitions:** The following definitions are used throughout this Agreement:
 - 2.1 "Advisory Committee" means the WI-TF1 Advisory Committee established by this Agreement and consisting of five or seven members appointed by the Board of Directors of the Wisconsin State Fire Chiefs' Association.
 - 2.2 "All-Hazards" means the grouping classification encompassing all conditions, environmental or man-made, that have the potential to cause injury, illness or death or damage to or loss of equipment, infrastructure services or property or, alternatively, causing functional degradation to societal, economic, or environmental aspects.
 - 2.3 "Certification" means an affirmation that a candidate has successfully met the requirements of a standard or level of a standard through a valid and reliable assessment as approved by the National Board on Fire Service Professional Qualifications.
 - 2.4 "Emergency" or "Emergencies" means an incident(s) or event(s) for which, in the sole determination of the Division, Services are needed to supplement state and local efforts and capabilities to save lives and protect property and public health and safety or to lessen or avert the threat of a catastrophe.
 - 2.5 "Harm" means, at a minimum, human casualties, destruction of property, adverse economic impact and/or damage to natural resources.

- 2.6 “Incident” means any natural, technological, or human-caused occurrence that may cause Harm and that may require action. Incidents may include major disasters, terrorist attacks, wildland and urban fires, floods, hazardous materials, explosions, nuclear accidents, aircraft accidents, earthquakes, cyberattacks, hurricanes, tornadoes, tropical storms, public health and medical emergencies, law enforcement encounters, service calls, mutual aid, false alarms, and other occurrences requiring an emergency response.
- 2.7 “Local Agency,” pursuant to Wis. Stat. §§ 323.70(1)(b) and 323.72(1), means an agency of a county, city, village, or town, including a municipal police or fire department, a municipal health organization, a county office of emergency management, a county sheriff, an emergency medical service, a local emergency response team, or a public works department.
- 2.8 “REACT Center” means the Regional Emergency All-Climate Training Center, which is a training facility owned and operated by the State of Wisconsin, Department of Military Affairs and operated by the Division.
- 2.9 “Services” means US&R emergency response services as described in Wis. Stat. § 323.72(1) and any subsequent amendments to that statute, which include services involving search, rescue and recovery in the technical rescue disciplines including structural collapse, rope rescue, vehicle extrication, machinery extrication, confined space, trench, excavation, and water operations in an US&R environment.
- 2.10 “US&R” means urban search and rescue, which involves the location, rescue (extrication), and initial medical stabilization of victims trapped in confined spaces. Structural collapse is most often the cause of victims being trapped, but victims may also be trapped in transportation accidents, mines and collapsed trenches. US&R is considered an all-hazards discipline, as it may be needed for a variety of emergencies or disasters, including earthquakes, hurricanes, typhoons, storms and tornadoes, floods, dam failures, technological accidents, terrorist activities, and hazardous materials releases.
- 2.11 “WI-TF1” means the all-hazards US&R team authorized by Wis. Stat. § 323.72(1) made up of firefighters, engineers, medical professionals, canine handlers, incident managers, and others that is a core component of a Search and Rescue Essential Support Function mission, including a Type 1 US&R task force, Type 3 US&R task force or any component thereof, as designated by the Federal Emergency Management Agency National Incident Management System Search and Rescue resource typing system. See Wis. Stat. § 323.72(7).

3.0 Participating Agency Obligations:

- 3.1. Recognizing that many of Participating Agency's employees who are potential candidates for appointment to WI-TF1 may not have all required training as of the date this Agreement begins, the Parties agree to proceed as follows within 90 days after the Agreement begins.

- 3.1.1 After individuals selected for training have successfully completed the training, Participating Agency shall provide, on a form prescribed by the Division, a list of trained individuals that it deems to be good candidates for appointment to WI-TF1 but for the need for up-to-date training. The Division shall select individuals from list for initial and/or refresher training required by Section 4.0 of this Agreement.
- 3.2 Once the employees Participating Agency proposed to be appointed to WI-TF1 have successfully completed the required training, Participating Agency shall provide to the Division for Division approval a list on a form prescribed by the Division of one or more employees fully trained as set forth in Section 4.0 of this Agreement who Participating Agency proposes be a WI-TF1 member for Division approval, along with a description of the anticipated role the employee would have on WI-TF1 (e.g., Medical Specialist, Structural Collapse Search Technician, etc.). Only those employees who Participating Agency can demonstrate to the Division's satisfaction meet the following criteria at the time Participating Agency submits the list may be included on the list:
 - 3.2.1 Possess all required training and certifications necessary to perform Services in the specific role the employee would fill on WI-TF1, based on the training, competency, and job performance requirement standards for an US&R task force issued by the National Fire Protection Association (NFPA), the most current version of the urban search and rescue standards issued by the Emergency Management Accreditation program, and any training standards required by law, rule or regulation.
 - 3.2.2 Are employees in good standing.
 - 3.2.3 Are not probationary employees.
 - 3.2.4 Have been subjected to a background check by Participating Agency or the Division.
 - 3.2.5 Meet any medical or fitness standards agreed upon by the WI-TF1 Advisory Committee and the Division.
 - 3.2.6 Have been instructed on and, as required by the State of Wisconsin, are able to meet the then-current COVID-19 standards set by the State of Wisconsin, for its employees, including vaccination, testing, and mask-wearing requirements.
- 3.3 The Division, in consultation with the Advisory Committee established pursuant to Section 3.7 below, may appoint one or more of the employees on the list to the WI-TF1. Inclusion on the list or proposed WI-TF1 members does not guarantee appointment.
- 3.4 Upon receipt of an emergency response request by the Division pursuant to the Standard Operating Procedures, Participating Agency shall direct employees who have been appointed to WI-TF1 and designated for mobilization to travel to the REACT Center or such other location as designated by the Division to be deployed to provide Services in response to an Emergency.

- 3.5 Participating Agency may not self-deploy WI-TF1 members. This prohibition does not prevent Participating Agency from deploying its employees to respond to emergencies where urban search and rescue services are needed or responding with urban search and rescue vehicles, equipment and supplies under local authority, mutual aid agreements or other contracts entered into under local authority. Participating Agency recognizes that it is not entitled to reimbursement by the Division for such response costs and that the Division will not supply equipment or vehicles for such responses.
- 3.6 Participating Agency shall comply with all requirements of any grants which provide funding for WI-TF1.
- 3.7 An Advisory Committee has been established, the duties of which will be defined by the WI-TF1 Standard Operating Procedures.
- 3.8 The Division, in consultation with the Advisory Committee, has the authority to immediately suspend or terminate a WI-TF1 member from participation on the task force.

4.0 Required Training and Exercises:

- 4.1 All required training and exercises must be done at the REACT Center or at a location pre-approved in writing by the Division in consultation with the Advisory Committee. Refresher training shall be a minimum of eighteen (18) hours per WI-TF1 member per year. Additional specialty training may be made available at REACT upon written pre-approval by the Division. Participation in required training and exercises will be in accordance with the WI-TF1 Attendance Policy approved by the Division in consultation with the Advisory Committee.
- 4.2 Non-Duty Status: All individuals attending training or exercises at the REACT Center shall be in a non-duty status with Participating Agency.
- 4.3 Training and Exercise Schedule: To facilitate planning for required training and exercises, the REACT Center shall post the relevant schedule a minimum of twelve months in advance of the start date of the training, except that specialized training may be made available with less advance notice. Changes may be made to the training and exercise schedule for unforeseen circumstances by notification of Participating Agencies. The Division will provide as much advanced notice of any changes as possible.

5.0 Response Procedures and Limitations:

- 5.1 Participating Agency recognizes that its obligations under this Agreement are paramount to the State of Wisconsin. Participating Agency agrees that, if local fire response obligations in Participating Agency's own jurisdiction would limit necessary resources necessary to provide Services in response to an Emergency or make such resources unavailable, Participating Agency will seek aid from local jurisdictions to assist in local fire response obligations in Participating Agency's own jurisdiction to ensure availability of resources for the performance of Services.

- 5.2 Participating Agency and the Division agree that WI-TF1 or components of it may be used for any Emergency for which WI-TF1 members are trained and qualified.
- 5.3 Participating Agency's obligation to provide services under this Agreement shall arise, with respect to specific Emergency response actions, upon receipt of an Emergency response request pursuant to the Standard Operating Procedures. See Section 7 below.

6.0 Right of Refusal:

If, on occasion, a response under this Agreement would temporarily place a verifiable undue burden on the Participating Agency because Participating Agency's resources are otherwise inadequate or unavailable and mutual aid is unavailable, then if notice has been provided to the Division, the Participating Agency may decline a request for personnel to staff WI-TF1 and/or for response equipment.

7.0 Standard Operating Procedures:

Participating Agency and Division agree that WI-TF1 operations will be conducted in accordance with Standard Operating Procedures and a "Call-Out Procedure" that will be mutually approved by the Parties and other Local Agencies providing WI-TF1 members. Participating Agency agrees that it shall ensure that any of its employees appointed to WI-TF1 comply with these procedures.

8.0 Reimbursement of Costs

There are three types of Participating Agency costs that shall be reimbursed under this Agreement: (1) costs related to providing requested Services and (2) required training and exercise costs; and (3) costs related to an increase in duty-disability benefit premiums due to an injury a WI-TF1 member sustained while performing under this Agreement. In seeking reimbursement for those costs, Participating Agency shall comply with all Division-approved procedures and any relevant administrative rules.

9.0 Reimbursement for Response Costs:

- 9.1 Pursuant to Wis. Stat. § 323.72(2), the Division shall reimburse Participating Agency for costs incurred by Participating Agency in responding to an Emergency and providing Services at the request of the Division within 60 days after receiving a complete application for reimbursement on a form prescribed by the Division but only if (1) the Division determines that the provision of Services was necessary; and (2) Participating Agency applies for reimbursement within 45 days after the conclusion of that deployment of WI-TF1 for that particular Emergency.
- 9.2 Recoverable costs include but are not limited to the use of vehicles and apparatus, personnel expenses, backfill expenses and emergency expenses. The amount of reimbursement for the enumerated costs are as follows:

- 9.2.1 Reimbursement for use of Vehicle(s) and Apparatus: Participating Agency shall be reimbursed for the approved use of its vehicles and equipment in providing Services at FEMA-established rates.
- 9.2.2 Personnel Expenses: Reasonable personnel expenses relating to WI-TF1 members deployed at the direction of the Division to provide Services which are reimbursable at \$55.00 per hour per deployed employee. During a deployment, this shall be calculated as portal to portal.
- 9.2.3 Backfill expenses: Participating Agency's reasonable personnel expenses incurred to cover the duties of employees deployed to provide Services as part of WI-TF1 are reimbursable at the Participating Agency's actual cost.
- 9.2.4 Emergency Expenses: Participating Agency's necessary and reasonable emergency expenses related to deploying employees to provide Services, which expenses must be based on actual expenditures and fully documented by the Participating Agency. The Division reserves the right to deny any reimbursement of Participating Agency expenditures it deems to be unreasonable or unjustifiable.
- 9.3 Participating Agency agrees to make reasonable and good faith efforts to minimize its costs related to providing personnel and equipment to perform Services in response to an Emergency.
- 10.0 Payment for Training and Exercise Costs:**
- 10.1 In any given fiscal year, Participating Agency shall be paid for any training and participation in exercises of employees who the Division has appointed to WI-TF1 that is pre-authorized in writing by the Division at a rate of \$55 per hour per appointed employee consistent with the Attendance Policy.
- 10.2 Such payment will be made on a quarterly basis as determined by reference to the state's fiscal year. For example, the first quarter will be from July 1 through September 30 and so forth.
- 10.3 The Division will not pay for Participating Agency's personnel backfill expenses to cover team members who are traveling to and from or participating in training or exercises.
- 11.0 Reimbursement of Increased Duty Disability Costs:**
- 11.1 The Division shall reimburse Participating Agency for costs incurred by Participating Agency for any increase in contributions for duty disability premiums under Wis. Stat. § 40.05(2)(aw) for its employees who are WI-TF1 members and who receive duty disability benefits under Wis. Stat. § 40.65 because of an injury that occurred while performing duties as a member of WI-TF1.
- 11.2 Application for reimbursement under this Section shall be made after the close of the State's fiscal year and shall seek reimbursement for any cost due to increased premiums

referred to above imposed in the prior fiscal year.

11.3 Payment under this Section shall be made within 60 days of receipt of documentation of the following:

11.3.1 That the WI-TF1 member was injured while performing WI-TF1 duties after being deployed pursuant to a Division order.

11.3.2 That the member is receiving duty disability benefits because of such injury.

11.3.3 The amount of increase in premium for duty disability benefits to the Participating Agency that can be directly attributed to the receipt of such benefits by the member during the preceding fiscal year.

12.0 Employer-Employee Relationship and Obligations Maintained:

Except as provided in this Agreement, Participating Agency employees who are WI-TF1 members remain employees of Participating Agency and are not employees of the State of Wisconsin. This means, in part, that Participating Agency's employees are not entitled to Division contribution for any Public Employees Retirement Withholding System benefit(s), nor to any other benefits or any wage provided by the State of Wisconsin to its employees. Participating Agency shall be responsible for payment/withholding of any applicable federal, Social Security and State taxes from any wages paid or benefits provided to its employees.

13.0 Worker's Compensation:

A WI-TF1 member acting under this Agreement is an employee of the state for purposes of worker's compensation pursuant to Wis. Stat. § 323.72(4).

14.0 Dual Payment:

Participating Agency shall not be compensated for work performed under this Agreement both by the Division and any other state agency or person(s) responsible for causing an Emergency except as approved and authorized under this Agreement.

15.0 Reasonable Efforts:

Participating Agency shall make reasonable and good-faith efforts to minimize its costs related to its employees' participation in WI-TF1 training, exercise, and Emergency response Services.

16.0 Liability and Indemnity

16.1 Scope:

During operations authorized by this Agreement, WI-TF1 members supplied by

Participating Agency are agents of the state for purposes of Wis. Stat. § 895.46(1). For the purposes of this Section, operations means activities, including travel, directly related to providing Services. Operations also include training activities provided under this Agreement to WI-TF1 members but does not include travel to and from any training required or permitted under this Agreement.

- 16.2 Civil liability exemption; regional emergency response teams and their sponsoring agencies:

Pursuant to Wis. Stat. § 895.483(4), Participating Agency and its employees who are members of WI-TF1 are immune from civil liability for acts or omissions related to carrying out the Services.

- 16.3 Participating Agency Indemnification of State:

When acting as other than an agent of the State of Wisconsin under this Agreement, and when using the State's or Division's vehicles or equipment, Participating Agency shall indemnify, defend and hold harmless the State, which includes the Department, the Division and all state agencies, and its officers, officials, agents, employees, and members from all claims, suits or actions of any nature, including actions for attorneys' fees, arising out of the activities or omissions of Participating Agency, its officers, officials, subcontractors, agents or employees.

17.0 Insurance Obligations:

- 17.1 Insurance obligations are set forth in the Standard Terms and Conditions attached as Exhibit A. Prior to commencement of this Agreement, Participating Agency must either provide to the Division a certificate of insurance or, if Participating Agency is self-insured or uninsured, a certificate of protection in lieu of insurance certifying that Participating Agency is protected by a self-funded liability and property program or alternative funding source(s). Such certification must be provided on an annual basis.
- 17.2 Participating Agency agrees that it shall not cancel or make a material change to the insurance required by this Agreement without 30 days written notice to the Division.

- 18.0 Standard Terms and Conditions:** The Wisconsin Standard Terms and Conditions are attached as Exhibit A and are incorporated into this Agreement by reference.

19.0 Miscellaneous

- 19.1 Disclosure of Independence and Relationship: Participating Agency certifies that no relationship exists between it, the State of Wisconsin or the Division that interferes with fair competition or is a conflict of interest, and no relationship exists between the team and another person or organization that constitutes a conflict of interest with respect to a state contract. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interest of the State.

Participating Agency agrees as part of this Agreement that, during performance of the terms of this Agreement, they will neither provide contractual services nor enter into any agreement to provide services to a person or entity that is regulated or funded by the Department or has interests that are adverse to the Department. The Department of Administration may waive this provision, in writing, if those activities of the Participating Agency will not be adverse to the interests of the state.

- 19.2 Dual Employment: Wis. Stat. § 16.417 prohibits an individual who is a state employee or who is retained as a consultant full-time by a state agency from being retained as a consultant by the same or another agency where the individual receives more than \$5,000 as compensation. This prohibition applies only to individuals and does not include corporations or partnerships.
- 19.3 Employment: Participating Agency will not engage the service of any person or persons now employed by the state, including any department, commission, or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and the Department and Division.
- 19.4 Conflict of interest: Private and non-profit corporations are bound by Wis. Stat. §§ 180.0831 and 181.225 regarding conflicts of interest by directors in the conduct of state contracts.
- 19.5 Recordkeeping and Record Retention: The Participating Agency shall establish and maintain adequate records of all expenditures incurred under the Agreement. All records must be kept in accordance with generally accepted accounting principles and be consistent with federal and state laws and local ordinances. The Division, the federal government, and their duly authorized representatives shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this Agreement held by Participating Agency. The Participating Agency shall retain all documents applicable to the Agreement for a period of not less than three (3) years after the final payment is made or longer where required by law.
- 19.6 Indemnification Regarding Employment Disputes: Participating Agency shall indemnify, defend, and hold harmless the State of Wisconsin, including the Division and the Department, with respect any disputes Participating Agency may have with its employees. Such disputes include but are not limited to charges of discrimination, harassment, improper wage payment, and discharge without just cause.
- 19.7 Term, Termination and Review of Agreement:
 - 19.7.1 Term: This Agreement shall begin on April 1, 2022, and terminate on June 30, 2024, unless terminated earlier pursuant to Section 19.7.2.
 - 19.7.2 Termination:
 - 19.7.2.1 The Division and/or Participating Agency may terminate this Agreement at any time upon one hundred twenty (120) days written

notice to the other Party.

19.7.2.2 The Division may also terminate this Agreement at will effective upon delivery of written notice to the Participating Agency under any of the following conditions:

19.7.2.2.1 Funding from federal, state, or other sources is not obtained and/or continued at levels sufficient to allow for training.

19.7.2.2.2 Federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments by this Agreement.

19.7.2.2.3 Any license or certification required by law or regulation to be held by the Participating Agency to provide the services required by this Agreement is for any reason denied, revoked, lapses, or not renewed.

19.7.2.3 Any termination of the Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. Upon termination, the Division's liability under Sections 8-11 will be limited to events occurring during the term of this Agreement.

19.7.3 Review: The Agreement shall be reviewed by the Parties and other participating agencies no later than six (6) months prior to the expiration of this Agreement.

19.8 Entire Agreement: The contents of the Agreement including its Exhibits shall constitute the entire agreement between the Parties relating to the subject matter of the Agreement. The Agreement supersedes any and all prior agreements, whether expressed orally or in writing, relating to the subject matter of the Agreement.

19.9 Applicable Law: This Agreement shall be governed by the laws of the State of Wisconsin. The Participating Agency and State shall at all times comply with and observe all federal and state laws and regulations, the federal and state constitutions, and local ordinances and regulations in effect during the period of this Agreement and which may in any manner affect its performance of its obligations under this Agreement, including the provision of Services.

19.10 Assignment: No right or duty of the Participating Agency under this Agreement, whole or in part, may be assigned or delegated without the prior written consent of the State of Wisconsin.

- 19.11 Successors in Interest: The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties to the Agreement and their respective successors and permitted assigns.
- 19.12 Force Majeure: Neither party to this Agreement shall be held responsible for delay or default caused by fire, riots, acts of God and/or war or for other reasons beyond that Party's reasonable control.
- 19.13 Notifications: Participating Agency shall immediately report by telephone and in writing any demand, request, or occurrence that reasonably may give rise to a claim against the State, its officers, Divisions, agents, employees, and members. Such reports shall be directed to:

ATTN: Administrator
 Division of Emergency Management
 DMA Wisconsin
 PO Box 7865
 Madison, WI 53707-7865
 Telephone #: (608) 242-3232
 FAX #: (608) 242-3247

Copies of such written reports shall also be sent to:

ATTN: Office of the Department of Military Affairs General Counsel
 Wisconsin Department of Military Affairs
 2400 Wright Street
 Madison, WI 53704

- 19.14 Severability: If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected. The rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- 19.15 Amendments: The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of Division and Participating Agency.
- 19.16 Approval Authority: Participating Agency's representative(s) certify by their signature herein that he or she has the necessary and lawful authority to enter into contracts and agreements on behalf of Participating Agency.
- 19.17 No Waiver: No failure to exercise, and no delay in exercising, any right, power or remedy, including payment, hereunder, on the part of the Division, state, or Participating Agency shall operate as a waiver of the same, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise of the same or the exercise of any

other right, power or remedy created by the Agreement. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided in the written waiver. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

- 19.18 Construction of Agreement: This Agreement is intended to be solely between the Parties. No part of the Agreement shall be construed to add, supplement, amend, abridge, or repeal existing rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the Parties.

The Division and Participating Agency make no representations to third parties with regard to the ultimate outcome of the provision of Services.

Approving Signatures:

ON BEHALF OF THE WISCONSIN EMERGENCY MANAGEMENT DIVISION

Dated this ____ day of _____, 2022

Greg Engle, Acting Division Administrator

[SIGNATURE PAGE]

EXHIBIT A

EXHIBIT A TO AGREEMENT FOR URBAN SEARCH AND RESCUE EMERGENCY RESPONSE SERVICES AGREEMENT (the Agreement)

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The Participating Agency and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the Participating Agency hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this Agreement.

APPLICABLE LAW AND COMPLIANCE: This Agreement shall be governed under the laws of the State of Wisconsin. The Participating Agency shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this Agreement if the Participating Agency fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this Agreement with any federally debarred Participating Agency or a Participating Agency that is presently identified on the list of parties excluded from federal procurement and non-procurement Agreements.

CANCELLATION: The State of Wisconsin reserves the right to cancel any Agreement in whole or in part without penalty due to nonappropriation, unavailability or insufficiency of funds or for failure of the Participating Agency to comply with terms, conditions, and specifications of this Agreement.

WORK CENTER CRITERIA: A work center must be certified under s.16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The Participating Agency performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/Agreement. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this Agreement. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this Agreement, the Participating Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Participating Agency further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Participating Agency. An exemption occurs from this requirement if the Participating Agency has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the Agreement is awarded, the Participating Agency must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The Participating Agency agrees to post in conspicuous places, available for employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the Participating Agency's becoming declared an "ineligible" Participating Agency, termination of the Agreement, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, Participating Agency agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., Participating Agency agrees it is not, and will not for the duration of the Agreement, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this Agreement, the Participating Agency shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Participating Agency, following final payment under this Agreement, shall retain all records produced or collected under this Agreement for six (6) years. Participating Agency is also considered a contractor for the purposes of Wis. Stat. § 19.36(3) and must comply with its provisions.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

R. O. No. 30 - 22 - 23. By CITY PLAN COMMISSION. July 5, 2022.

Your Commission to whom was referred Res. No. 32-22-23 by Alderperson Michell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan; recommends adopting the Resolution.

CITY PLAN COMMISSION

III

Res. No. 32 -22 - 23. By Alderperson Mitchell. June 20, 2022.

A RESOLUTION pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Maywood Estates subdivision in the Town of Sheboygan.

RESOLVED: That pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan, the final plat of Maywood Estates subdivision, located in the east ½ of the NE ¼ of the SE ¼ that includes Lot 1 of CSM #1497638, VOL 15, PG 17-18 Section 8, T15N, R23E, Town of Sheboygan, Sheboygan County, Wisconsin is hereby approved.

City Plan



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

MAYWOOD ESTATES

THE EAST 1/2 OF THE NE 1/4 OF THE SE 1/4 THAT INCLUDES
LOT 1 OF CSM #1497638, VOL. 15, PG. 17-18

SECTION 8, T15N, R23E,

TOWN OF SHEBOYGAN

SHEBOYGAN COUNTY, WISCONSIN

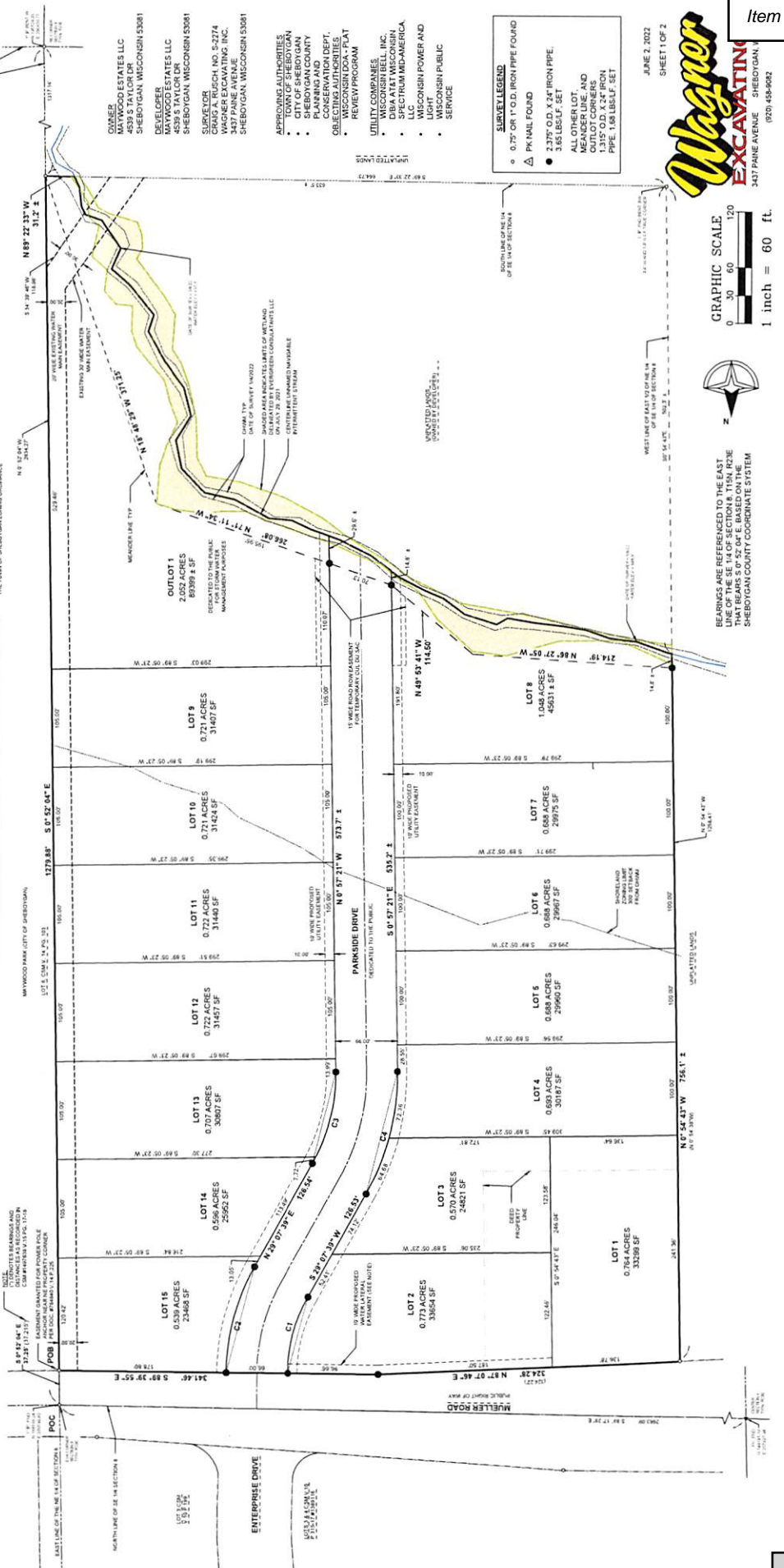
CURRENT ZONING: R-2 ONE AND TWO FAMILY RESIDENCE DISTRICT

TOTAL PLAT AREA: 612.583 ± SF (14.063 ± AC.)

CURVE TABLE				
CURVE NUMBER	LOT	ARC LENGTH	RADIUS	CHORD BEARING
C1	1	85.43	170	N 47° 43' 52" E
C2	2	118.60	236	28° 47' 34" N 29° 07' 39" E
C3	3	102.23	205	51° 43' 49" E 50° 57' 06" W
C4	4	137.04	274	50° 07' 39" E 50° 57' 06" W
C5	5	102.23	205	51° 43' 49" E 50° 57' 06" W
C6	6	118.60	236	28° 47' 34" N 29° 07' 39" E
C7	7	85.43	170	N 47° 43' 52" E
C8	8	137.04	274	50° 07' 39" E 50° 57' 06" W
C9	9	102.23	205	51° 43' 49" E 50° 57' 06" W
C10	10	118.60	236	28° 47' 34" N 29° 07' 39" E
C11	11	85.43	170	N 47° 43' 52" E
C12	12	137.04	274	50° 07' 39" E 50° 57' 06" W
C13	13	102.23	205	51° 43' 49" E 50° 57' 06" W
C14	14	118.60	236	28° 47' 34" N 29° 07' 39" E
C15	15	85.43	170	N 47° 43' 52" E
C16	16	137.04	274	50° 07' 39" E 50° 57' 06" W
C17	17	102.23	205	51° 43' 49" E 50° 57' 06" W
C18	18	118.60	236	28° 47' 34" N 29° 07' 39" E
C19	19	85.43	170	N 47° 43' 52" E
C20	20	137.04	274	50° 07' 39" E 50° 57' 06" W
C21	21	102.23	205	51° 43' 49" E 50° 57' 06" W
C22	22	118.60	236	28° 47' 34" N 29° 07' 39" E
C23	23	85.43	170	N 47° 43' 52" E
C24	24	137.04	274	50° 07' 39" E 50° 57' 06" W
C25	25	102.23	205	51° 43' 49" E 50° 57' 06" W
C26	26	118.60	236	28° 47' 34" N 29° 07' 39" E
C27	27	85.43	170	N 47° 43' 52" E
C28	28	137.04	274	50° 07' 39" E 50° 57' 06" W
C29	29	102.23	205	51° 43' 49" E 50° 57' 06" W
C30	30	118.60	236	28° 47' 34" N 29° 07' 39" E
C31	31	85.43	170	N 47° 43' 52" E
C32	32	137.04	274	50° 07' 39" E 50° 57' 06" W
C33	33	102.23	205	51° 43' 49" E 50° 57' 06" W
C34	34	118.60	236	28° 47' 34" N 29° 07' 39" E
C35	35	85.43	170	N 47° 43' 52" E
C36	36	137.04	274	50° 07' 39" E 50° 57' 06" W
C37	37	102.23	205	51° 43' 49" E 50° 57' 06" W
C38	38	118.60	236	28° 47' 34" N 29° 07' 39" E
C39	39	85.43	170	N 47° 43' 52" E
C40	40	137.04	274	50° 07' 39" E 50° 57' 06" W
C41	41	102.23	205	51° 43' 49" E 50° 57' 06" W
C42	42	118.60	236	28° 47' 34" N 29° 07' 39" E
C43	43	85.43	170	N 47° 43' 52" E
C44	44	137.04	274	50° 07' 39" E 50° 57' 06" W
C45	45	102.23	205	51° 43' 49" E 50° 57' 06" W
C46	46	118.60	236	28° 47' 34" N 29° 07' 39" E
C47	47	85.43	170	N 47° 43' 52" E
C48	48	137.04	274	50° 07' 39" E 50° 57' 06" W
C49	49	102.23	205	51° 43' 49" E 50° 57' 06" W
C50	50	118.60	236	28° 47' 34" N 29° 07' 39" E
C51	51	85.43	170	N 47° 43' 52" E
C52	52	137.04	274	50° 07' 39" E 50° 57' 06" W
C53	53	102.23	205	51° 43' 49" E 50° 57' 06" W
C54	54	118.60	236	28° 47' 34" N 29° 07' 39" E
C55	55	85.43	170	N 47° 43' 52" E
C56	56	137.04	274	50° 07' 39" E 50° 57' 06" W
C57	57	102.23	205	51° 43' 49" E 50° 57' 06" W
C58	58	118.60	236	28° 47' 34" N 29° 07' 39" E
C59	59	85.43	170	N 47° 43' 52" E
C60	60	137.04	274	50° 07' 39" E 50° 57' 06" W
C61	61	102.23	205	51° 43' 49" E 50° 57' 06" W
C62	62	118.60	236	28° 47' 34" N 29° 07' 39" E
C63	63	85.43	170	N 47° 43' 52" E
C64	64	137.04	274	50° 07' 39" E 50° 57' 06" W
C65	65	102.23	205	51° 43' 49" E 50° 57' 06" W
C66	66	118.60	236	28° 47' 34" N 29° 07' 39" E
C67	67	85.43	170	N 47° 43' 52" E
C68	68	137.04	274	50° 07' 39" E 50° 57' 06" W
C69	69	102.23	205	51° 43' 49" E 50° 57' 06" W
C70	70	118.60	236	28° 47' 34" N 29° 07' 39" E
C71	71	85.43	170	N 47° 43' 52" E
C72	72	137.04	274	50° 07' 39" E 50° 57' 06" W
C73	73	102.23	205	51° 43' 49" E 50° 57' 06" W
C74	74	118.60	236	28° 47' 34" N 29° 07' 39" E
C75	75	85.43	170	N 47° 43' 52" E
C76	76	137.04	274	50° 07' 39" E 50° 57' 06" W
C77	77	102.23	205	51° 43' 49" E 50° 57' 06" W
C78	78	118.60	236	28° 47' 34" N 29° 07' 39" E
C79	79	85.43	170	N 47° 43' 52" E
C80	80	137.04	274	50° 07' 39" E 50° 57' 06" W
C81	81	102.23	205	51° 43' 49" E 50° 57' 06" W
C82	82	118.60	236	28° 47' 34" N 29° 07' 39" E
C83	83	85.43	170	N 47° 43' 52" E
C84	84	137.04	274	50° 07' 39" E 50° 57' 06" W
C85	85	102.23	205	51° 43' 49" E 50° 57' 06" W
C86	86	118.60	236	28° 47' 34" N 29° 07' 39" E
C87	87	85.43	170	N 47° 43' 52" E
C88	88	137.04	274	50° 07' 39" E 50° 57' 06" W
C89	89	102.23	205	51° 43' 49" E 50° 57' 06" W
C90	90	118.60	236	28° 47' 34" N 29° 07' 39" E
C91	91	85.43	170	N 47° 43' 52" E
C92	92	137.04	274	50° 07' 39" E 50° 57' 06" W
C93	93	102.23	205	51° 43' 49" E 50° 57' 06" W
C94	94	118.60	236	28° 47' 34" N 29° 07' 39" E
C95	95	85.43	170	N 47° 43' 52" E
C96	96	137.04	274	50° 07' 39" E 50° 57' 06" W
C97	97	102.23	205	51° 43' 49" E 50° 57' 06" W
C98	98	118.60	236	28° 47' 34" N 29° 07' 39" E
C99	99	85.43	170	N 47° 43' 52" E
C100	100	137.04	274	50° 07' 39" E 50° 57' 06" W



PLAT LOCATION MAP
SECTION 8, T15N, R23E
SHEBOYGAN COUNTY
SCALE 1"=1500'



NOTES

RECREATIONAL LOTS SHOWN VARY IN SIZE FROM 0.54 TO 1.04 ACRES MEETING MINIMUM TOWN AND STATE REQUIREMENTS.

BUILDING SETBACKS WILL MEET THE MINIMUM REQUIREMENTS OF R-2 ZONING WHICH IS 50' REAR YARD, 10' SIDE YARD AND 5' STREET.

COUNTY SHORELAND LIMIT IS SHOWN ON THE PLAT.

LOTS 5-11 WILL REQUIRE A PERMIT FOR SHORELAND ZONING FROM THE SHEBOYGAN COUNTY PLANNING AND CONSERVATION DEPARTMENT PRIOR TO STARTING ANY GRADING WORK OR HOME CONSTRUCTION.

ALL DRIVEWAY CULVERTS WILL BE SIZED TO TOWN OF SHEBOYGAN STANDARDS UNLESS APPROVED OTHERWISE BY TOWN ENGINEER.

1" IRON PIPES TO BE PLACED ALONG PROPOSED MEANDER LINE AND ALL REMAINING UNMARKED LOT CORNERS UPON COMPLETION OF CONSTRUCTION AND GRADING WORK.

ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE STATE CONSTITUTION.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____ 20____

Department of Administration



Item 14.

Wagner EXCAVATING

3437 PAINE AVENUE SHEBOYGAN, WI 53081

(920) 458-9092

GRAPHIC SCALE

0 30 60 120

1 inch = 60 ft.




BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SE 1/4 OF SECTION 8, T15N, R23E SHEBOYGAN COUNTY COORDINATE SYSTEM

JUNE 2, 2022
SHEET 1 OF 2

TOTAL PLAT AREA: 612.593 ± SF (14.063 ± AC.)

There are no objections to this plat with respect to
Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2),
Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____ 20____

 Department of Administration

MEGGY FISCHER, TOWN CLERK

SIGNED: Craig A. Rusch
 CRAIG A. RUSCH, PROFESSIONAL SURVEYOR S-2274

OWNER
MAYWOOD ESTATES LLC
4539 S TAYLOR DR
SHEBOYGAN, WISCONSIN 53081

DEVELOPER
MAYWOOD ESTATES LLC
4539 S TAYLOR DR
SHEBOYGAN, WISCONSIN 53081

SURVEYOR
CRAIG A. RUSCH, NO. S-2274
WAGNER EXCAVATING, INC.
3437 PAINE AVENUE
SHEBOYGAN, WISCONSIN 53081

Wagner
EXCAVATING
3437 PAINE AVENUE SHEBOYGAN, WI
(920) 453-5083

Maywood Estates LLC
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

June 10, 2022

Mrs. Meredith DeBruin
Clerk of City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

SUBJECT: Final Plat – Maywood Estates

Dear Mrs. DeBruin,

As part of the proposed land development for the Maywood Estates subdivision in the Town of Sheboygan, we respectfully make application for extraterritorial review and approval of the final plat.

On March 15, 2022 the City Plan Commission approved the preliminary plat for Maywood Estates.

We appreciate the City's consideration of this final plat to allow for the planned development.

Sincerely,

Robert Ross Werner

Vice-President – Maywood Estates LLC

R. O. No. 31 - 22 - 23. By CITY PLAN COMMISSION. July 5, 2022.

Your Commission to whom was referred Gen. Ord. No. 3-22-23 by Alderperson Perrella and R. O. No. 23-22-23 by City Clerk repealing Gen. Ord. No. 39-21-22 granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described, for the purpose of adding an outdoor seating deck; recommends filing the R. O. and adopting the Ordinance.

CITY PLAN COMMISSION

Gen. Ord. No. 3 - 22 - 23. By Alderperson Perrella. June 20, 2022.

AN ORDINANCE repealing Gen. Ord. No. 39-21-22 granting Harbor Café, LLC, its successors and assigns, the privilege of encroaching upon certain portions of 340/342 South Pier Drive in the City of Sheboygan and granting Grateful Properties, LLC the privilege of encroaching upon expanded portions of 340/342 South Pier Drive, as described, for the purpose adding an outdoor seating deck.

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

Section 1. Gen. Ord. 39-21-22, approved March 21, 2022, is hereby repealed.

Section 2. Subject to the terms and conditions contained herein, Grateful Properties, LLC, its successors and assigns, is hereby granted the privilege of encroaching upon portions of 340/342 South Pier Drive, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

340/342 S. Pier Drive Sheboygan, WI 53081

Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast $\frac{1}{4}$ of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27"E 213.88 feet along the north line of said Lot 5 to the POINT OF BEGINNING of this description; thence N42°27'57"W 9.44 feet; these N11°46'25"W 11.95 feet; these N78°30'18"E 56.48 feet; these S11°12'32"E 12.06 feet; these S18°10'32"W 9.29 feet to the North line of Said Lot 5; thence S78°37'27"W 46.91 feet along said North line to the Point of Beginning of this description. This described portion contains 1,095 square feet or 0.025 acres.

for the purpose of adding an outdoor seating deck in accordance with the sketch attached hereto and made a part hereof.

Section 3. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Grateful Properties, LLC, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Grateful Properties, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Grateful Properties, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 4. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 5. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 6. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

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

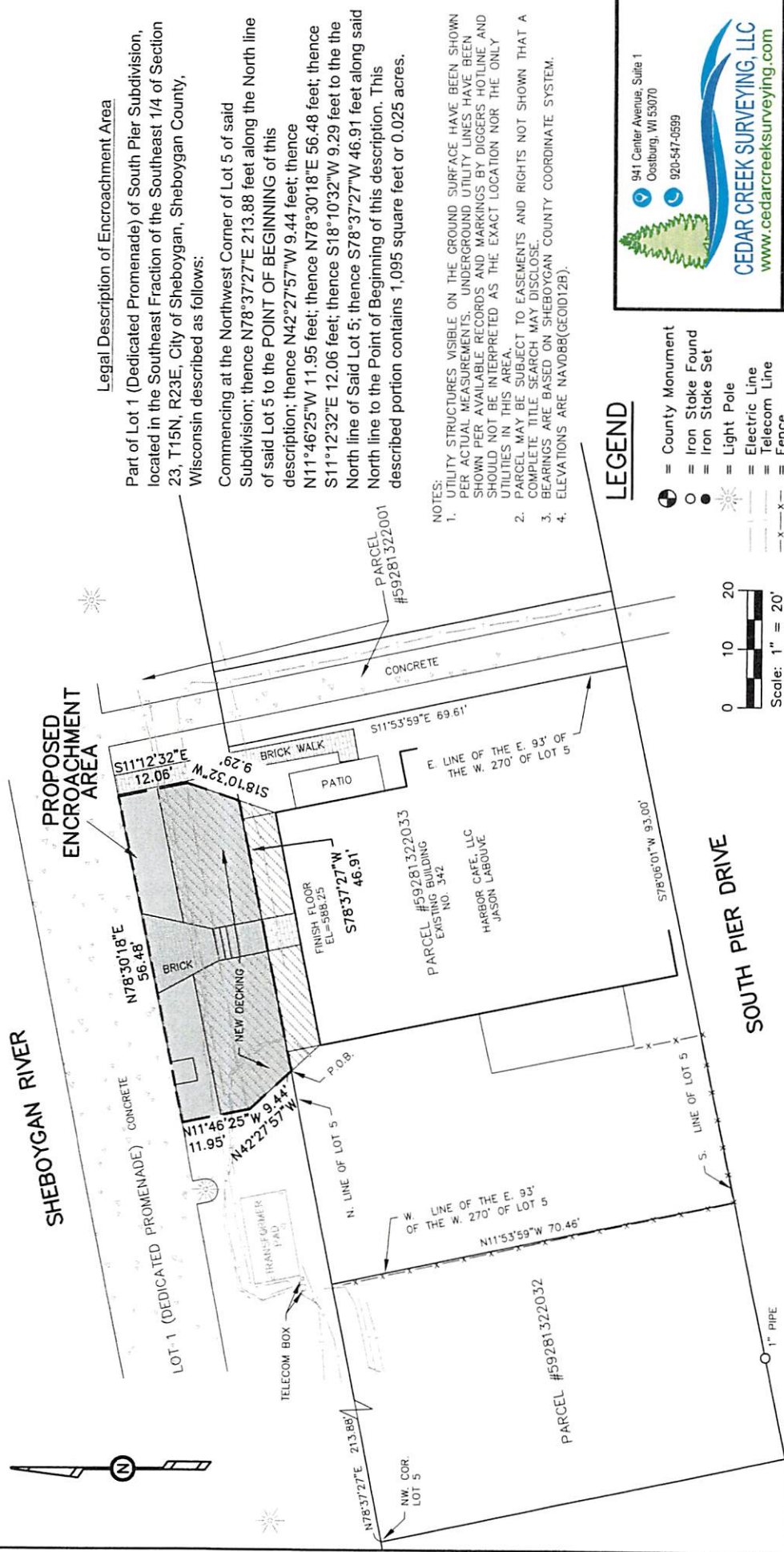
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ENCROACHMENT EXHIBIT

FOR: Grateful Properties, LLC

East 93' of the West 270' of Lot 5, South Pier Subdivision, Part of the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.



Legal Description of Encroachment Area

Part of Lot 1 (Dedicated Promenade) of South Pier Subdivision, located in the Southeast Fraction of the Southeast 1/4 of Section 23, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Northwest Corner of Lot 5 of said Subdivision; thence N78°37'27"E 213.88 feet along the North line of said Lot 5 to the POINT OF BEGINNING of this description; thence N42°27'57"W 9.44 feet; thence N11°46'25"W 11.95 feet; thence N78°30'18"E 56.48 feet; thence S11°12'32"E 12.06 feet; thence S18°10'32"W 9.29 feet to the North line of Said Lot 5; thence S78°37'27"W 46.91 feet along said North line to the Point of Beginning of this description. This described portion contains 1,095 square feet or 0.025 acres.

NOTES:

1. UTILITY STRUCTURES VISIBLE ON THE GROUND SURFACE HAVE BEEN SHOWN PER ACTUAL MEASUREMENTS. UNDERGROUND UTILITY LINES HAVE BEEN SHOWN PER AVAILABLE RECORDS AND MARKINGS BY DIGGERS' HOTLINE AND SHOULD NOT BE INTERPRETED AS THE EXACT LOCATION NOR THE ONLY UTILITIES IN THIS AREA.
2. PARCEL MAY BE SUBJECT TO EASEMENTS AND RIGHTS NOT SHOWN THAT A COMPLETE TITLE SEARCH MAY DISCLOSE.
3. BEARINGS ARE BASED ON SHEBOYGAN COUNTY COORDINATE SYSTEM.
4. ELEVATIONS ARE NAVD83(GEOD12B).

LEGEND

- County Monument
- Iron Stake Found
- Iron Stake Set
- Light Pole
- Electric Line
- Telecom Line
- Fence



II

R. O. No. 23 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting a communication from Grateful Properties, LLC requesting an encroachment on their property located at 340/342 South Pier Drive for the purpose of adding an outdoor seating deck.

City Plan

CITY CLERK



Building Relationships Since 1891

Item 15.

Harbor Café
Grateful Properties, LLC
340 South Pier Drive
Sheboygan, WI 53081

6/10/2022

RE: Expanded Encroachment Narrative

To the City of Sheboygan Common Council –

We are asking for an expanded area of encroachment for the deck facing the river on the north side of the shanty occupied by Harbor Café. After reviewing the deck plans, we decided that it would be in the best interest of the business to maximize the outdoor space. Our hope is that this expansion will increase foot traffic off the pier and give additional people the opportunity to stay and enjoy the atmosphere of the coffee shop and the surrounding pier.

Thank you for your consideration,

Sam LeRoy
Project Manager
Quasius Construction, Inc.

QUASIUS CONSTRUCTION, INC.
1202A North 8th Street, P.O. Box 727 • Sheboygan, Wisconsin 53082-0727
Phone 920-457-5585 or 1-800-569-2165 • Fax 920-457-1045

R. O. No. 30 - 22 - 23. By CITY PLAN COMMISSION. July 5, 2022.

Your Commission to whom was referred Gen. Ord. No. 4-22-23 by Alderperson Felde and R. O. No. 24-22-23 by City Clerk granting M Squared Properties, LLC the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot; recommends filing the R. O. and adopting the Ordinance.

CITY PLAN COMMISSION

X

Gen. Ord. No. 4 - 22 - 23. By Alderperson Felde. June 20, 2022.

AN ORDINANCE granting M Squared Properties, its successors and assigns, the privilege of encroaching upon described portions of 1444 Pershing Avenue in the City of Sheboygan for the purpose of creating an asphalt driveway and parking lot.

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

Section 1. Subject to the terms and conditions contained herein, M Squared Properties, its successors and assigns, is hereby granted the privilege of encroaching upon portions of 1444 Pershing Avenue, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

PART OF N 15TH STREET RIGHT-OF-WAY BEING IN THE SE 1/4 OF SECTION 10, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN; AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 20, BLOCK 9 OF LAKE SHORE DIVISION; THENCE THE FOLLOWING BEARINGS AND DISTANCES: N89°51'55"W 21.55 FEET; N21°48'06"W 164.25 FEET; N68°11'54"E 20.00 FEET TO A POINT ON THE EAST ROAD RIGHT-OF-WAY LINE OF N 15TH STREET; THENCE S21°48'06"E ALONG SAID EAST RIGHT-OF-WAY LINE 172.30' FEET TO THE POINT OF BEGINNING AND CONTAINING 3,366 SF OF LAND.

for the purpose of creating an asphalt driveway and parking lot in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said M Squared Properties, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said M Squared Properties, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said M Squared Properties, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

CityPlan


c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.

_____

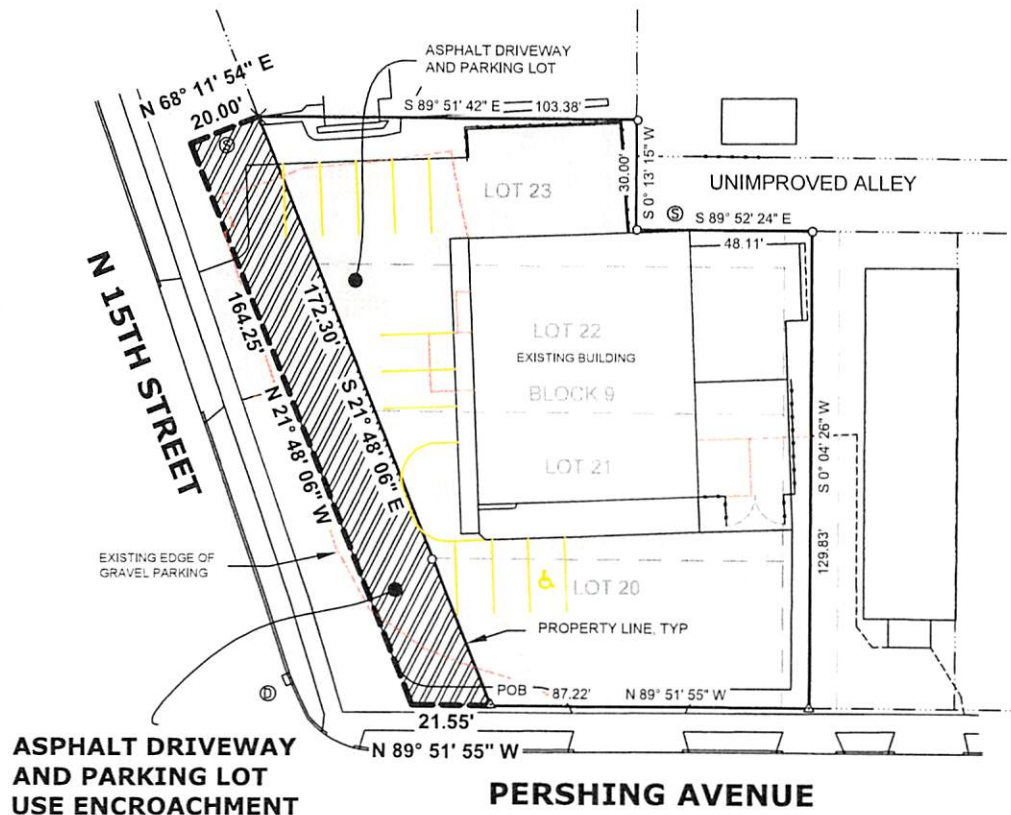
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ASPHALT DRIVEWAY AND PARKING LOT USE ENCROACHMENT EXHIBIT

LOTS 20, 21, 22, AND 23 OF BLOCK 9 AND THE WEST HALF OF
THE VACATED NORTH-SOUTH ALLEY ADJACENT TO SAID LOTS
20, 21, 22, AND PART OF 23, OF LAKE SHORE DIVISION,
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN



LEGAL DESCRIPTION FOR "ASPHALT DRIVEWAY AND PARKING LOT USE ENCROACHMENT":

PART OF N 15TH STREET RIGHT-OF-WAY BEING IN THE SE 1/4 OF SECTION 10, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE CORNER OF LOT 20, BLOCK 1 OF LAKE SHORE DIVISION, THENCE THE FOLLOWING BEARINGS AND DISTANCES: N89°51'55"W 21.55 FEET; N21°48'06"W 164.25 FEET; N68°11'54"E 20.00 FEET TO A POINT ON THE EAST ROAD RIGHT-OF-WAY LINE OF N 15TH STREET; THENCE S21°48'06"E ALONG SAID EAST RIGHT-OF-WAY LINE 172.30' FEET TO THE POINT OF BEGINNING AND CONTAINING 3.366 SF OF LAND.

PARCEL NUMBER: 59281712700
PARCEL OWNER: MSQUARED PROPERTIES LLC
PARCEL ADDRESS: 3313 N 15TH STREET
PARCEL AREA: 17.627 SF
DRIVEWAY AND PARKING LOT USE
ENCROACHMENT AREA: 3.366 SF

BEARINGS AND DISTANCES SHOWN ARE REFERENCED TO THE SOUTH LINE OF LOT 20, BLOCK 9, WHICH BEARS N89°51'55"W AND BASED ON THE SHEBOYGAN COUNTY COORDINATE SYSTEM

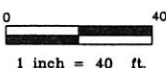


I, CRAIG A. RUSCH, WISCONSIN REGISTERED LAND SURVEYOR NO. S-2274, DO HEREBY CERTIFY THAT THIS SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DRAWING DATE: JUNE 2, 2022



GRAPHIC SCALE



Wagner
EXCAVATING Co.
3437 PAINE AVENUE SHEBOYGAN, WI 53081
(920) 458-9082

FOUR SEASONS COMFORT

1444 Pershing Avenue
City of Sheboygan

R. O. No. 24 - 22 - 23. By CITY CLERK. June 20, 2022.

Submitting a communication from M Squared Properties requesting an encroachment on their property located at 1444 Pershing Avenue for the purpose of creating an asphalt driveway and parking lot.

CITY CLERK

CityPlan

Four Seasons Comfort LLC

Item 16.

"Quality Service with Your Comfort in Mind"

1444 Pershing Ave. Sheboygan, WI 53083

Office 920-565-2095

hvac@fourseasonscomfort.net

Monday, June 13, 2022

To the City of Sheboygan,

After moving Four Seasons Comfort into the city of Sheboygan we discovered that the exiting parking lot needed asphaltting. As we worked through the process of completing the work we discovered that the city owned a portion of the parking lot.

We request the encroachment to allow for the movement of our equipment through a normal business day, allow for customer and employee parking, and provide access of emergency vehicles if needed.

The area as noted in the encroachment exhibit, prepared by Wagner Excavating, runs through the parking lot. It will be used as parking lot as well as green space.

Martha Pelzel – owner
M Squared Properties
15770 Lakeshore Rd
Cleveland, WI 53081
920-980-7051
Msquared204@gmail.com

Mike Pelzel – owner
Four Seasons Comfort
1444 Pershing Ave.
Sheboygan, WI 53083
Sheboygan phone 920-565-2095
Plymouth phone 920-893-8900
hvac@fourseasonscomfort.net



R. O. No. 28 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a Notice of Claim from Frontier for alleged damages to their facilities from a mowing incident.

FHP

CITY CLERK



Claims Management Resource
PO Box 60770
Oklahoma City, OK 73146-0770
(800) 321-4158

MKC
JUN 27 2022
Item 17.

*****NOTICE OF CLAIM*****

Date: 06-16-2022

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To: CITY OF SHEBOYGAN
CITY CLERK
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081

CERTIFIED MAIL# 92148901066154000176628318

RE: Damage to FRONTIER Property

FRONTIER Claim Num: 1820233
Damage/Discovery Date: 06-13-2022
Damage Location: COUNTY HWY Z AND OAK RD, SHEBOYGAN, WI
Damage County: SHEBOYGAN
Damage Amount: UNDETERMINED

Dear Sir/Madam:

Please be advised that FRONTIER Facilities sustained damage as a result of the negligent acts or omissions by employees or agents of CITY OF SHEBOYGAN.

Investigation has revealed that on or about 06-13-2022 employees or agents of CITY OF SHEBOYGAN, SHEBOYGAN COUNTY WAS MOWING AND DAMAGED A FRONTIER PEDESTAL in the area of COUNTY HWY Z AND OAK RD, SHEBOYGAN, WI.

This letter is the written presentment of FRONTIER's claim pursuant to Wisconsin Statute s.893.80 (1) (a) & (b).

REQUEST FOR GOVERNMENTAL NOTICE FORM

If your Governmental Entity requires the completion of its own form to complete proper notice, please forward a copy to the address listed above. Every good faith effort has been made to identify the proper office and address to perfect our notice. Please forward to your attorney, if misdirected, to contact us. Matters herein stated are alleged on information and belief this pleader believes to be true. If there is insurance to cover this matter, kindly advise as to the name of the insurance company, its address and the claim number assigned. If you have any questions, or need additional information, please contact me at 1-800-321-4158 ext 8232.

Sincerely,
Chelsea Dongelewic

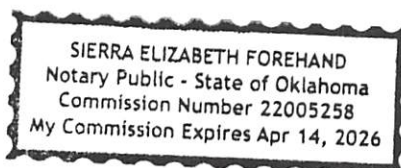
Chelsea Dongelewic

CMR Claims DEPT

NOTARY

Commission Expires

April 14, 2026



CMR
726 W SHERIDAN AVE
OKLAHOMA CITY, OK 73102-2412



Item 17.

9214 8901 0661 5400 0176 6283 18

RETURN RECEIPT (ELECTRONIC)

1820233

CITY OF SHEBOYGAN
CITY CLERK
2026 NEW JERSEY AVE
SHEBOYGAN, WI 53081-4714

CUT / FOLD HERE

Zone 5

6"X9" ENVELOPE
CUT / FOLD HERE

CUT / FOLD HERE

II

R. O. No. 27 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a claim from Jody Gallaway for alleged damages to vehicle when it was struck by a falling tree branch on North 25th Street.

TAP

CITY CLERK

DATE RECEIVED 6-27-22

RECEIVED BY WKC

Item 18.

CLAIM NO. #8-22

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 27 '22 PM12:06

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.

→ no estimates - car is not worth cost of repairs.

1. Name of Claimant: JODY GALLAWAY
2. Home address of Claimant: 1824 N. 25 St. Sheboygan 53081
3. Home phone number: 608.485.0168
4. Business address and phone number of Claimant: 1011 N. 8 St. Sheboygan 53081; 920.459.3181
5. When did damage or injury occur? (date, time of day) 6/15/2022 8:23 pm
6. Where did damage or injury occur? (give full description) Car was parked on street in front of house (home address above) tree broke and fell on top of car.
7. How did damage or injury occur? (give full description) Large branch of tree fell on car during storm, Crushed top of car and shattered rear window and cracked front windshield.
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: Tree was damaged before storm.
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
 - (b) Claimant's statement of basis for such liability: crushed car

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 18.

NO INJURIES to Humans. Car is totaled.

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

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

Auto: \$ 2000.00

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 2000.00

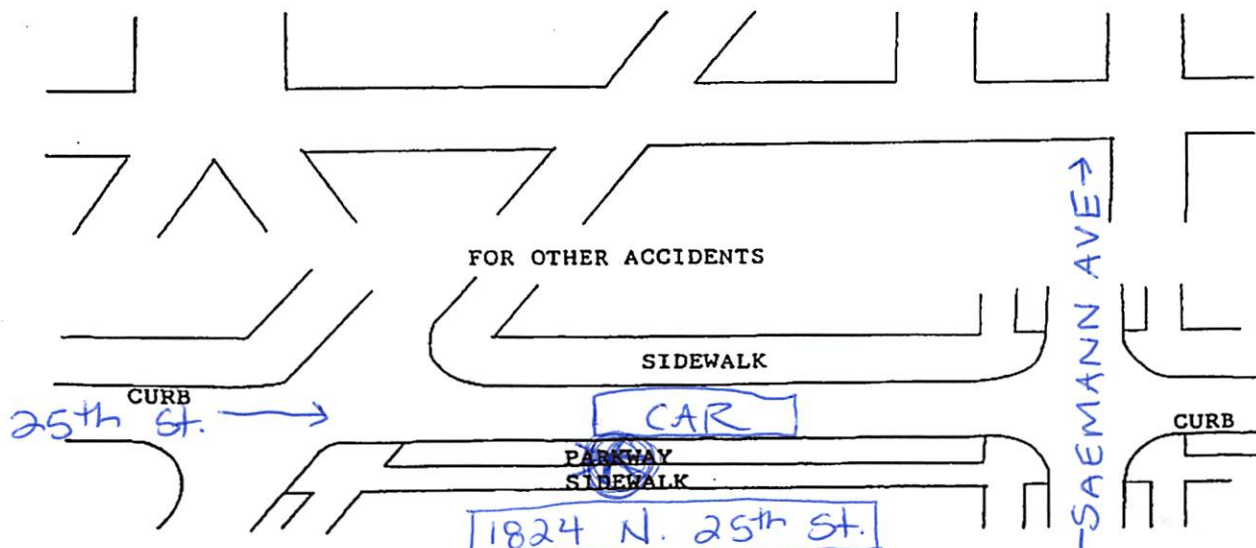
Damaged vehicle (if applicable)

Make: Acura Model: TL Year: 2005 Mileage: 249,366

Names and addresses of witnesses, doctors and hospitals: Sophie Nguyen,
Bill Alvarez and Jody Gallaway - all residents
of 1824 N. 25 Street, Sheboygan 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

Jody Gallaway

DATE

6/26/22

(circle with cross) = tree

DATE RECEIVED _____

RECEIVED BY _____

Item 18.

CLAIM NO. _____

CLAIM

Claimant's Name: JODY A. GALLAWAY Auto \$ 2000.00
Claimant's Address: 1824 N. 25th St. Property \$ _____
Sheboygan, WI 53081 Personal Injury \$ _____
Claimant's Phone No. 608.485.0168 Other (Specify below) \$ _____
TOTAL \$ 2000.00

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 \$ 2000.00.

SIGNED

Jody A. Gallaway

DATE:

6/26/2022

ADDRESS:

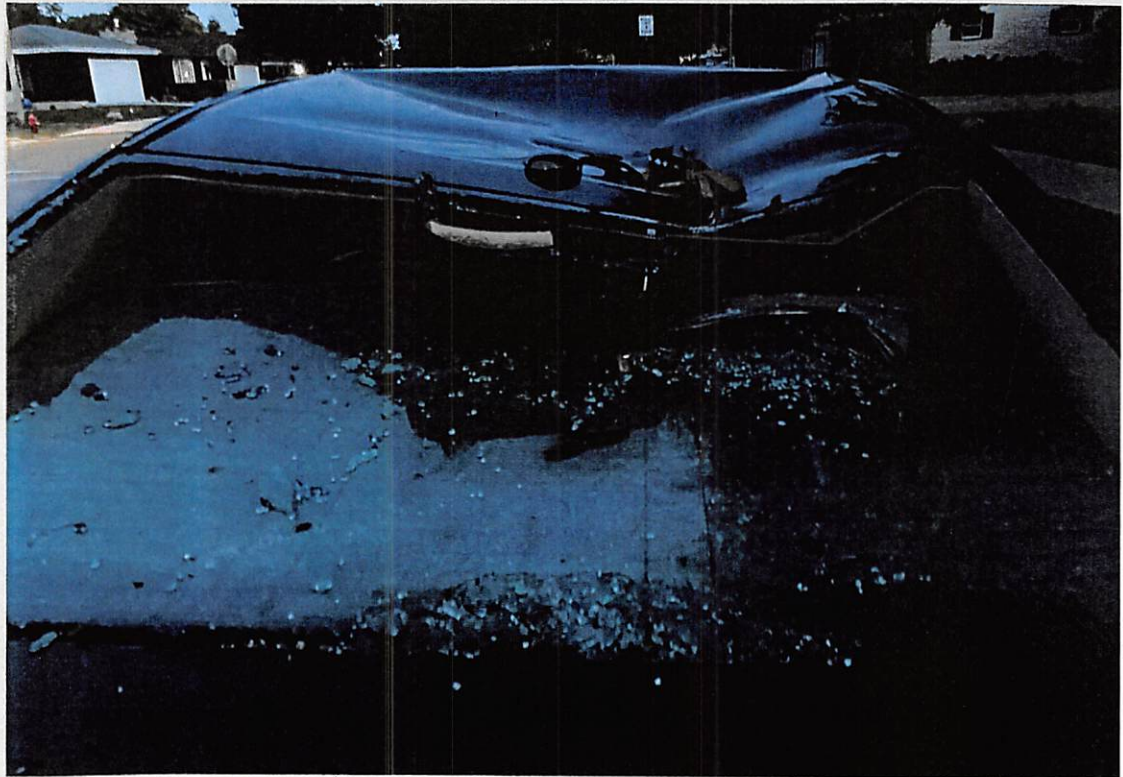
1824 N. 25th Street, Sheboygan, WI 53081

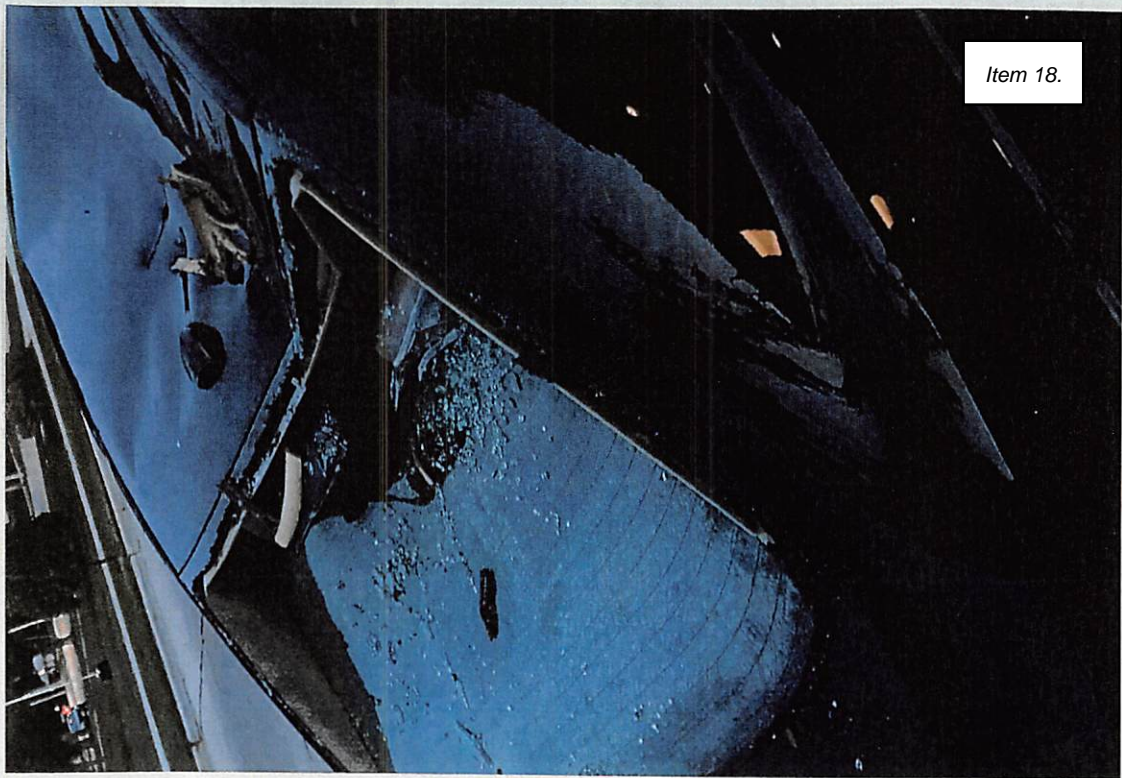
MAIL TO: CLERK'S OFFICE
828 CENTER AVE #100
SHEBOYGAN WI 53081



Item 18.







Item 18.

R. O. No. 29 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a claim from Amy E. Hanten for alleged damages to her vehicle from newly painted middle yellow line.

CITY CLERK

DATE RECEIVED 6-22-22

RECEIVED BY MKC

CLAIM NO. 6-22

Item 19.

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 22 2022

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: Amy E. Harten
2. Home address of Claimant: 730 S. 8th St. #504 Sheboygan, WI 53081
3. Home phone number: 920-716-7930
4. Business address and phone number of Claimant: SAME
5. When did damage or injury occur? (date, time of day) 06/15/22 approx 7:30 AM
6. Where did damage or injury occur? (give full description) Exiting High Pointe Apartment South Parking garage - making right hand turn travelling west on New Jersey Avenue
7. How did damage or injury occur? (give full description) While immediately exiting my parking garage and travelling west on New Jersey Ave, ran over a newly dropped puddle of paint on middle yellow line, no cones or warning signs on truck.
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: Paint crew - city lines
 - (b) Claimant's statement of the basis of such liability: No warning, No crew scene at my exiting of garage until I travelled North on Water Street
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: See above
 - (b) Claimant's statement of basis for such liability: See above

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 19.

Yellow Street paint - massive amount covered
passenger side and tires & wheel wells of my car

11. Name and address of any other person injured:

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

Auto:

\$ 422.00

Property:

\$

Personal injury:

\$

Other: (Specify below

\$

TOTAL

\$ 422.00

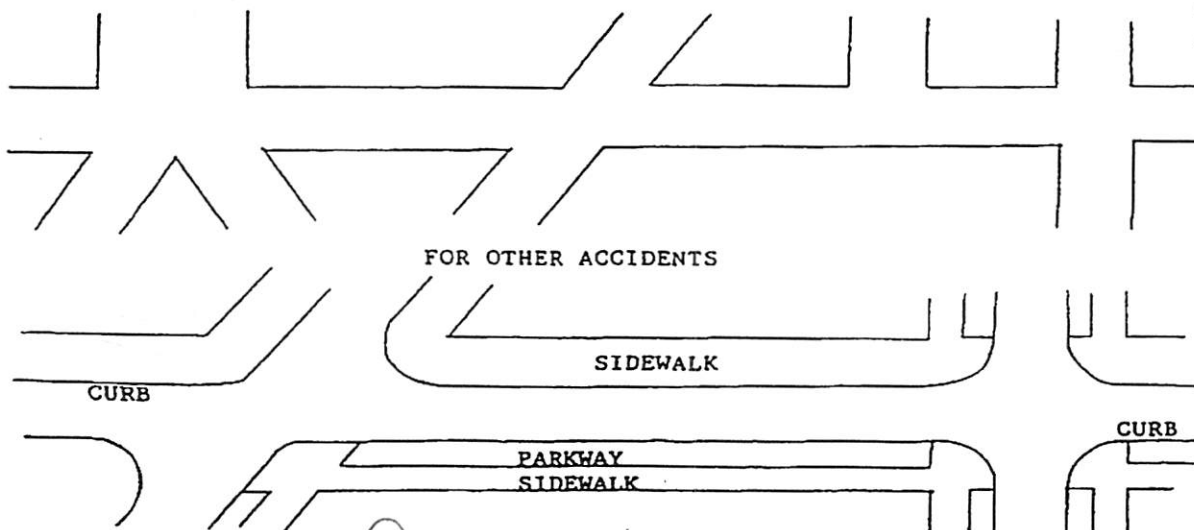
Damaged vehicle (if applicable)

Make: Volvo Model: XC90 Year: 2018 Mileage: 99,000

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.

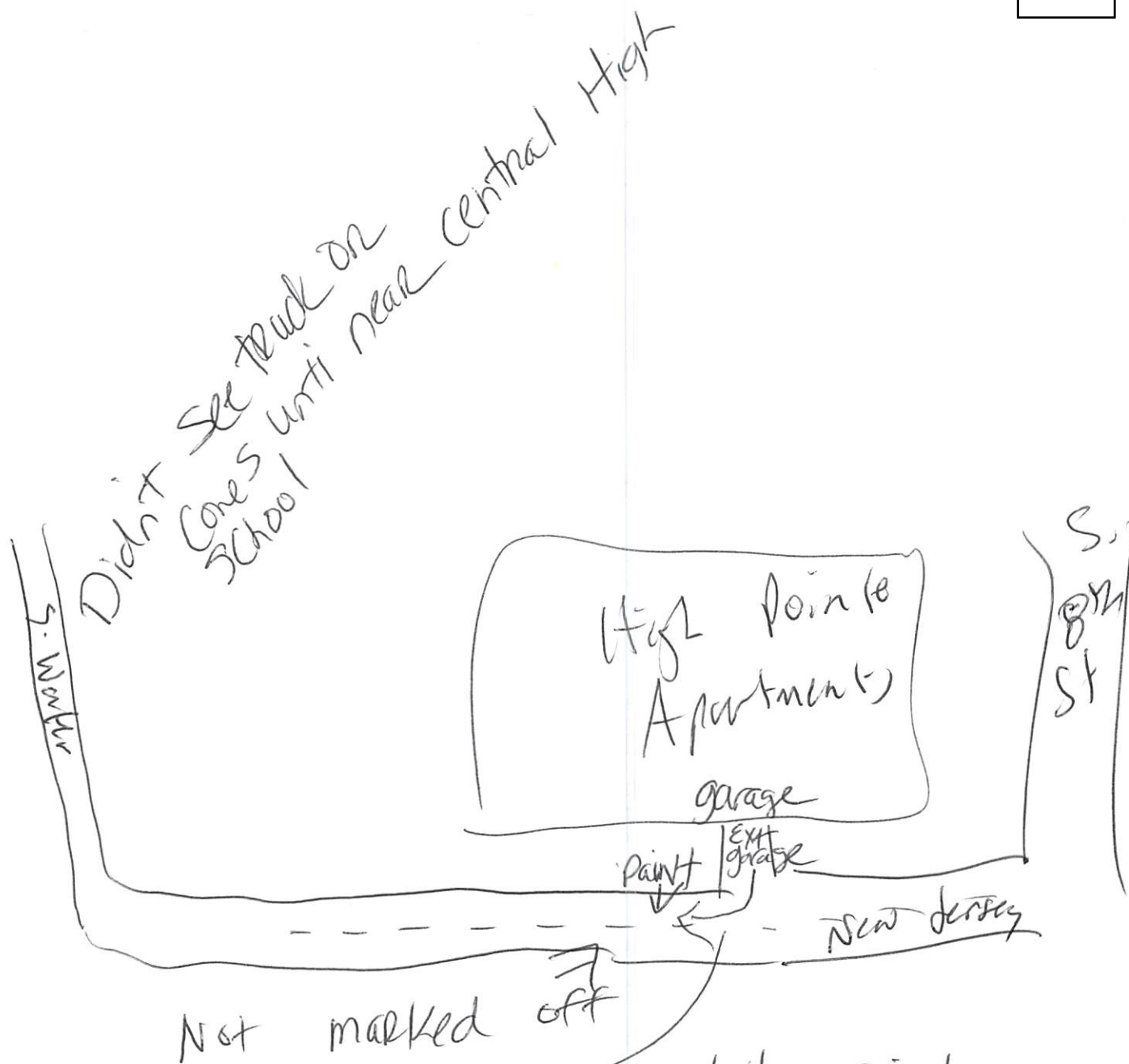


SIGNATURE OF CLAIMANT

Amey E. Hall

DATE

6/20/22



Wet Yellow Paint -
 Experts say large amount
 to make such a huge thick
 coat under my car and all the
 way up to splatter door, door handle, mirror;
 tires and tire well THICK covered yellow paint -

DATE RECEIVED _____

RECEIVED BY _____

Item 19.

CLAIM NO. _____

CLAIM

Claimant's Name: Amy Hanten

Auto \$ 422.00

Claimant's Address: 730 S. 8th St #504

Property \$ _____

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920 716-7930

Other (Specify below) \$ _____

TOTAL \$ 422.00

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 \$ 422.00.

SIGNED

DATE:

ADDRESS:

730 S. 8th St. #504

Sheboygan, WI 53081

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

6/16/2022 3:18:31 PM CDT

Invoice #2080

Page:1

Hanten, Amy

Phone: 920-716-7930

Service Writer

: MGR

Vehicle : 2018 Volvo XC90 2.0 L 1969 CC L4 Drive-E

VIN : YV4A22PLXJ1192868

Fleet #/Driver:

Tag/State

: AKU3142/WI

Created : 6/16/2022 3:18:19 PM CDT

Color

: Black

Invoiced : 6/16/2022 3:18:19 PM CDT

Labor/Notes

Technician	Description	Price
69	Decontamination Fee	\$300.00
	\$60/Hour (Shop Rate)	
	Remove yellow road paint from exterior body, wheels, wheel wells, and underbody	
69	Exterior Only Vehicle Detail	\$100.00
69	Loaner Vehicle	\$0.00
	Customer agrees to replace fuel that was used.	
69	Customer Review	

HAPPY WITH THE SERVICE WE PROVIDED TO YOU? LEAVE US A 5-STAR REVIEW ON GOOGLE OR FACEBOOK AND YOU WILL RECEIVE A COUPON FOR 10% OFF YOUR NEXT VISIT.

Labor	\$450.00	less discount:	\$50.00	\$400.00
Sales Tax		Default Rule @ 5.5%		\$22.00
	Cash: \$422.00	PAID		\$422.00

Technician Code Certification #
69

Date & Time Total Amount Authorized By Approvals Method Employee

ATTENTION:
IF YOU ARE PAYING BY CREDIT CARD, A 2% FEE WILL APPLY. YOU CAN AVOID THIS FEE BY USING
ALTERNATE PAYMENT METHODS INCLUDING DEBIT CARD, CASH, PAYPAL AND CHECK (LOCAL ONLY).

THANK YOU FOR YOUR BUSINESS!!

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

*** PRELIMINARY ESTIMATE ***

06/15/2022 01:43 PM

Owner

Owner: AMY HANTEN
Address:

Cell: (920)716-7930

Inspection

Inspection Date: 06/15/2022 01:43 PM

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: 3

Vehicle

2018 Volvo XC90 T6 Inscription 4 DR Wagon
4CYL SC TURBO 2.0
8-Speed Automatic

Lic Expire:
Veh Insp# :
Condition:
Ext. Color: ONYX BLACK EFFECT
Ext. Refinish: Two-Stage
Ext. Paint Code: 717

VIN: YV4A22PLXJ1192868
Mileage Type: Actual
Code: K7124C
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)
4-Wheel Drive
Adaptive Headlights
Anti-Lock Brakes
Automatic Dimming Mirror
Auxiliary Audio Input
Bodyside Moldings
Center Console
Courtesy/Warning Lights
Driver Attention Monitor
Dual Airbags
Elect. Stability Control
Emergency S.O.S. System
Fog Lights
Head Airbags
Heated/Cooled Frt Seats
Keyless Ignition System

2nd Row Head Airbags
AM/FM CD Player
Alarm System
Assisted Driving Vehicle
Automatic High Beam
Blind Spot Sensor
Bucket Seats
Collision Avoidance Sys
Cross Traffic Alert
Driver Knee Airbag
Dual Power Seats
Electric Parking Brake
Ext Mirror Turn Signals
Four Zone Auto A/C
Headlight Washers
Intermittent Wipers
LED Brakelights

3rd Row Head Airbags
Adaptive Cruise Control
Aluminum/Alloy Wheels
Auto Headlamp Control
Automatic Power Locks
Bodyside Cladding
Camper/Towing Package
Corrective Lane Assist
Digital Signal Processor
Dual Air Conditioning
Dual Pwr Lumbar Supports
Electric Steering
Floor Mats
Fwd. Collision Alert
Heated Power Mirrors
Keyless Entry System
LED Daytime Running Lts

LED Headlamps	Lane Departure Alert	Leather Seats
Leather Shift Knob	Leather Steering Wheel	Memory Seats
Navigation System	Panorama Roof W/Pwr Mnrf	Pedestrian Detection Sys
Perimeter Alarm System	Power Liftgate	Privacy Glass
Rear Collsn Mitigation	Rear Fog Lamp	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Reverse Sensing System	Roof Rails
Side Airbags	SiriusXM Satellite Radio	Split Folding Rear Seat
Stability Cntrl Suspensn	Strg Wheel Radio Control	Theft Deterrent System
Third Seat (trucks)	Tilt & Telescopic Steer	Tire Pressure Monitor
Tonneau/Cargo Cover	Touch Screen Display	Traction Control System
Trip Computer	Vehicle Tracking Service	Wireless Phone Connect
Wood Interior Trim		

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R	
<u>Front Body Interior Sheetmetal</u>											
1	E	157		Skirt,Inner Fender LT	314572181	\$117.11			0.8	SM	
<u>Inner Quarter & Panels</u>											
2	E	413		Shield,Quarter Panel LT	313538464	\$129.22			0.7	SM	
<u>Manual Entries</u>											
3	I			REMOVE L SIDE ROAD PAINT	Repair				6.5*	SM*	
				>> OPEN FOR ADDITIONAL TIME DUE THE TIME BEFORE REPAIR							
4	EC			MISC MATERIALS	Replace Economy	\$25.00*				SM*	
				>> THE LONGER THE PAINT IS ON THE VEHICLE, THE HARDER IT							
				>> WILL BE TO TAKE OFF.							
4	Items										

Estimate Total & Entries

OEM Parts	\$246.33	
Other Parts	\$25.00	
Parts & Material Total		\$271.33
Tax on Parts & Material	@ 5.500%	\$14.92

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs		
Sheet Metal (SM)	\$65.00	1.5	6.5	8.0	\$520.00	
Mech/Elec (ME)	\$90.00					
Frame (FR)	\$80.00					
Refinish (RF)	\$65.00					
Labor Total				8.0 Hours		\$520.00
Tax on Labor		@ 5.500%			\$28.60	
Gross Total						\$834.85
Net Total						\$834.85

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Audatex Host
Rate Name Default

Audatex Estimating 10.15.108 ES 06/15/2022 01:49 PM REL 10.15.108 DT 06/01/2022 DB 06/08/2022
State Disclosure: Not Selected
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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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GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

*** PRELIMINARY ESTIMATE ***

06/15/2022 02:11 PM

Owner

Owner: AMY HANTEN
Address: 730 STH 8TH
#504
City State Zip: Sheboygan, WI 53081

Work/Day: (920)716-7930
Home/Evening:
FAX:

Inspection

Inspection Date: 06/15/2022 02:12 PM

Inspection Type:

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave

City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
FAX: (920)458-3284
Work/Day:

Target Complete Date/Time:

Days To Repair: 15

Vehicle

2018 Volvo XC90 T6 Inscription 4 DR Wagon
4CYL SC TURBO 2.0
8-Speed Automatic

Lic.Plates: AKV-3142
Lic Expire:
Prod Date: 05/2017
Veh Insp# :
Condition: Excellent
Ext. Color: ONYX BLACK EFFECT
Ext. Refinish: Two-Stage
Ext. Paint Code: 717

Lic State: WI
VIN: YV4A22PLXJ1192868
Mileage: 95,941
Mileage Type: Actual
Code: K7124C
Int. Color: CHARCOAL/LEAC/MAROONBROWN
Int. Refinish: Two-Stage
Int. Trim Code: 8H01

Options - AudaVIN Information Received

1st Row LCD Monitor(s)
4-Wheel Drive
Adaptive Headlights
Anti-Lock Brakes
Automatic Dimming Mirror
Auxiliary Audio Input
Bodyside Moldings
Center Console
Courtesy/Warning Lights
Driver Attention Monitor
Dual Airbags
Elect. Stability Control

2nd Row Head Airbags
AM/FM CD Player
Alarm System
Assisted Driving Vehicle
Automatic High Beam
Blind Spot Sensor
Bucket Seats
Collision Avoidance Sys
Cross Traffic Alert
Driver Knee Airbag
Dual Power Seats
Electric Parking Brake

3rd Row Head Airbags
Adaptive Cruise Control
Aluminum/Alloy Wheels
Auto Headlamp Control
Automatic Power Locks
Bodyside Cladding
Camper/Towing Package
Corrective Lane Assist
Digital Signal Processor
Dual Air Conditioning
Dual Pwr Lumbar Supports
Electric Steering

Electronic Compass	Emergency S.O.S. System	Ext Mirror Turn Signals
Floor Mats	Fog Lights	Four Zone Auto A/C
Fwd. Collision Alert	Head Airbags	Headlight Washers
Heads-Up Display	Heated Front Seats	Heated Power Mirrors
Heated Rear Seats	Heated Steering Wheel	Heated W/S Wiper Washers
Heated Windshield	Intelligent Parking Asst	Intermittent Wipers
Keyless Entry System	Keyless Ignition System	LED Brakelights
LED Daytime Running Lts	LED Headlamps	Lane Departure Alert
Leather Seats	Leather Shift Knob	Leather Steering Wheel
Massaging Seat(s)	Memory Seats	Metallic Paint
Navigation System	Panorama Roof W/Pwr Mnrf	Parking Assist System
Pedestrian Detection Sys	Perimeter Alarm System	Power Liftgate
Privacy Glass	Rear Collisn Mitigation	Rear Fog Lamp
Rear Spoiler	Rear View Camera	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Reverse Sensing System
Roof Rails	Side Airbags	SiriusXM Satellite Radio
Split Folding Rear Seat	Stability Cntrl Suspensn	Strg Wheel Radio Control
Theft Deterrent System	Third Seat (trucks)	Tilt & Telescopic Steer
Tire Pressure Monitor	Tonneau/Cargo Cover	Touch Screen Display
Traction Control System	Trip Computer	Vehicle Tracking Service
Wireless Phone Connect	Wood Interior Trim	

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
<u>Stripes And Mouldings</u>									
1	L	107		Cladding,Front Fender LT	Refinish			1.2	RF
					1.0 Surface				
					0.2 Two-stage				
2	RI	107		Cladding,Front Fender LT	R & I Assembly			0.3	SM
3	L	1280		Mldg,Rocker Panel LT	Refinish			1.5	RF
					1.5 Surface				
					INC Two-stage				
4	RI	1280		Mldg,Rocker Panel LT	R & I Assembly			0.5	SM
5	L	411		Cladding,Quarter Panel LT	Refinish			1.0	RF
					1.0 Surface				
					INC Two-stage				
6	RI	411		Cladding,Quarter Panel LT	R & I Assembly			INC	SM
<u>Front Bumper</u>									
7	RI	6		Front Bumper Cover R&I	R & I Assembly			2.0	SM
<u>Front End Panel And Lamps</u>									
8	RI	41		Headlamp Assy,Led LT	R & I Assembly			0.2	SM
<u>Front Body And Windshield</u>									
9	L	103	13	Fender,Front LT	Refinish			3.2	RF
					2.2 Surface				
					0.6 Two-stage setup				
					0.4 Two-stage				
10	TE	1485		Guard,Fender Mud	Partial Replace Price	\$62.46			SM
11	ET	1572		Guard,Fender Mud LT	Partial Replace Labor			INC	SM
<u>Front Body Interior Sheetmetal</u>									
12	E	157		Skirt,Inner Fender LT	314572181	\$117.11		0.3	SM
<u>Front Doors</u>									
13	L	207		Door Shell,Front LT	Refinish			2.8	RF

				2.3 Surface					
				0.5 Two-stage					
14	E	237	01	Mldg,Front Door Lower LT	398429696	\$148.84		INC	SM
15	L	237		Mldg,Front Door Lower LT	Refinish			0.7	RF
				0.6 Surface					
				0.1 Two-stage					
16	N	2064		Front Door O/H LT	Additional Labor			5.4	SM
17	L	225		Housing,Mirror Outer LT	Refinish			0.2	RF
				0.2 Surface					
18	L	233		Cover,Frt Door Mirror LT	Refinish			0.4	RF
				0.3 Surface					
				0.1 Two-stage					
19	RI	233		Cover,Frt Door Mirror LT	R & I Assembly			0.1	SM
Rear Doors									
20	N	2066		Rear Door O/H LT	Additional Labor			5.0	SM
21	L	287		Door Shell,Rear LT	Refinish			2.5	RF
				2.1 Surface					
				0.4 Two-stage					
22	E	325	01	Mldg,Rear Door Lower LT	398430215	\$148.84		INC	SM
23	L	325		Mldg,Rear Door Lower LT	Refinish			0.6	RF
				0.5 Surface					
				0.1 Two-stage					
Quarter And Rocker Panel									
24	L	494		Pillar,Windshield LT	Refinish			0.5	RF
				0.5 Surface					
				INC Two-stage					
25	L	389		Panel,Quarter LT	Refinish			2.2	RF
				2.1 Surface					
				0.1 Two-stage					
Rear Bumper									
26	N	829		RR Bumper Cvr Overhaul	Additional Labor			2.6	SM
27	L	566		Cover,Rear Bumper Up	Refinish			2.4	RF
				2.0 Surface					
				0.4 Two-stage					
Rear Body, Lamps And Floor Pan									
28	RI	533		Taillamp Assembly LT	R & I Assembly			1.3	SM
Manual Entries									
29	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*			SM
30	N			CLEANUP AND RETAPE	Additional Labor	\$12.00*		0.5*	SM
31	N			CAR COVER VAN OR TRUCK	Additional Labor	\$15.00*			SM
32	I			WET SAND ALL ROAD PAINT O	Repair			10.0*	SM*
				>> WET SAND OFF ROAD PAINT					
32 Items									
				MC	Message				
				01	CALL DEALER FOR EXACT PART # / PRICE				
				13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE				

Estimate Total & Entries

OEM Parts		\$477.25	
Other Parts		\$32.25	
Paint & Materials	19.2 Hours @ \$46.00	\$883.20	
Parts & Material Total			\$1,392.70
Tax on Parts & Material	@ 5.500%		\$76.60

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$65.00	4.7	23.5	28.2	\$1,833.00
Mech/Elec (ME)	\$90.00				
Frame (FR)	\$80.00				
Refinish (RF)	\$65.00	19.2		19.2	\$1,248.00
Labor Total				47.4 Hours	\$3,081.00
Tax on Labor		@ 5.500%			\$169.46
Gross Total					\$4,719.76
Net Total					\$4,719.76


Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default
Recycled Parts NOT REQUESTED
Rate Name Default

Audatex Estimating 8.1.325 Update 7 ES 06/15/2022 02:22 PM REL 8.1.325 Update 7 DT 05/01/2022 DB 06/08/2022
State Disclosure:WI
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2.9 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.


Op Codes

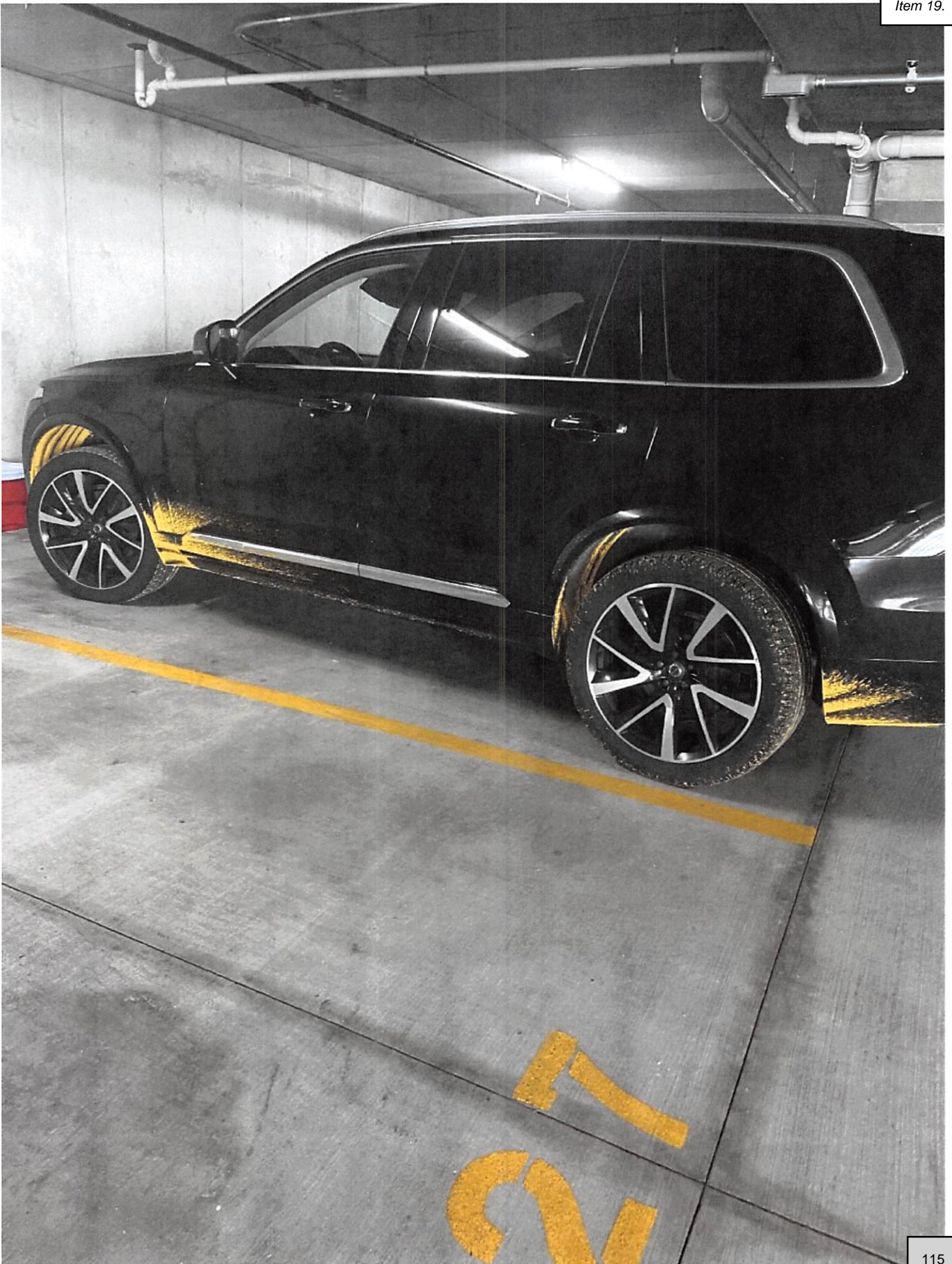
* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Reblt
UM = Replace 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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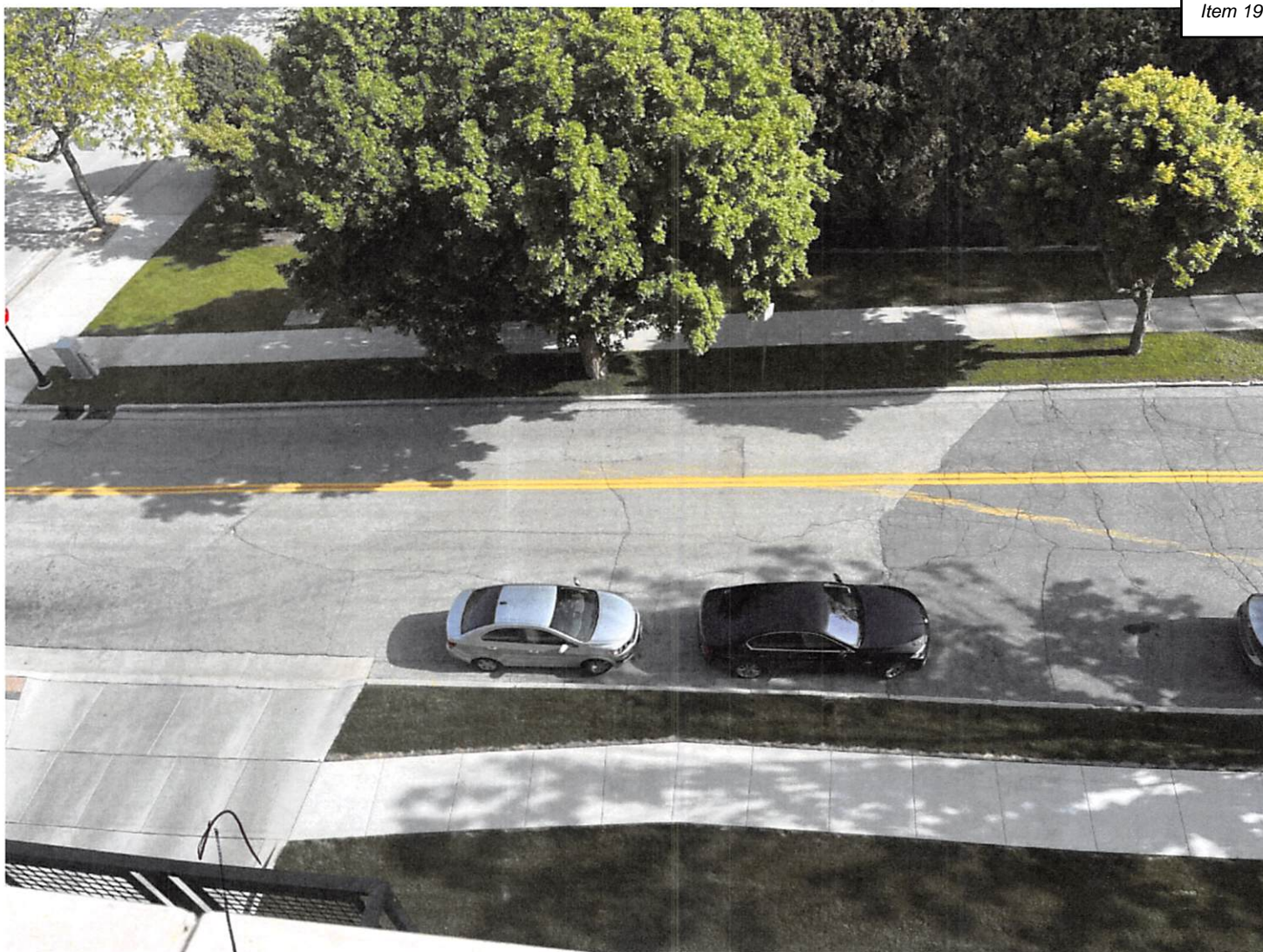
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Sent from my iPhone



garage
exit -

Ran over paint

no ~~present~~ trucks



 R. O. No. 33 - 22 - 23. By DIRECTOR OF PUBLIC WORKS. July 5, 2022.

Submitting, as a matter of record, a copy of the United States Department of the Army Headquarters, 88th Readiness Division Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue.

The Department of Public Works has received and reviewed the plan and is satisfied with the overall plan's storm water management principles and use of Best Management Practices. This plan is being submitted in lieu of a storm water maintenance agreement since the property owner is the Federal Government.

The Department of Public Works has no objections to the plan as submitted and recommends receiving the Storm Water Management Plan for the William F. Fale USARC facility located at 2913 Erie Avenue and placing it on file.

PW

Director of Public Public Works

FINAL



88TH REGIONAL SUPPORT COMMAND

STORMWATER MANAGEMENT PLAN

**WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655**

August 2014

**Prepared by:
PARSONS**



DEPARTMENT OF THE ARMY
HEADQUARTERS, 88TH READINESS DIVISION
506 ROEDER CIRCLE
FORT SNELLING, MINNESOTA 55111-4017

AFRC-SWI-EN-E

08APRIL2022

SUBJECT: Storm Water Management Plan (SWMP) Determination of Applicability

All Storm Water Management Plans (SWMP) have been drafted or updated at the request of the 88TH Readiness Division (RD), Department of Public Works (DPW) Environmental Division to serve as documented Best Management Practice (BMP) recommendations to reduce the potential for contamination of storm water discharges from onsite activities. However, after reviewing the appropriate State General Permit provisions, the 88TH RD has determined that this facility does not meet the requirements necessary for obtaining coverage under State General Permit regulations. Therefore, this SWMP is being prepared as a voluntary BMP.

This determination supersedes all previous legacy "directions" provided within legacy SWMPs. All SWMPs are now downgraded to voluntary BMPs and do not require immediate revision. Legacy SWMPs will be updated as time and funds allow.

POC for this is Mr. Craig Peters, contracted Storm Water Program Manager, 608-388-0706, craig.r.peters.ctr@army.mil.

Timothy C. Gelhaus

Mr. Timothy Gelhaus
Environmental Compliance Branch Chief
88th Readiness Division, DPW
Phone: 608 388-0397
Email: timothy.c.gelhaus.civ@army.mil

FINAL

STORMWATER MANAGEMENT PLAN

Prepared for:

**WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655**

Prepared By:

**Parsons Government Services
400 Woods Mill Road South, Suite 330
Chesterfield, Missouri 63017**

PARSONS

August 2014

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APPENDICES

APPENDIX A	REGULATORY SUPPORTING INFORMATION
Appendix A1:	Wisconsin Department of Natural Resources General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System, Permit No. WI-S067849-3
Appendix A2:	40 CFR § 122.26
Appendix A3:	Municipal Code of the City of Sheboygan, Wisconsin, Appendix E – Post-Construction Stormwater Management Zoning Ordinance
Appendix A4:	Exempted Non-Stormwater Discharges
APPENDIX B	ANNUAL FACILITY SITE INSPECTION CHECKLIST
Appendix B1:	Annual Facility Site Inspection Completed Checklist
Appendix B2:	Annual Facility Site Inspection Blank Checklist
APPENDIX C	STORMWATER SYSTEM MAINTENANCE SCHEDULE
APPENDIX D	STORMWATER SYSTEM ASSESSMENT SCHEDULE
APPENDIX E	STORMWATER OR SEDIMENT SAMPLING ANALYTICAL RESULTS

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ACRONYMS AND ABBREVIATIONS

aEPS	Area Environmental Protection Specialist
aFOS	Area Facility Operations Specialist
AFSI	Annual Facility Site Inspection
APC	Armored Personnel Carrier
AR	Army Regulations
AST	Aboveground Storage Tank
BMP	Best Management Practice
CFR	Code of Federal Regulations
CONEX	Container, Express
CWA	Clean Water Act
EPM	Environmental Program Manager
EPS	Environmental Protection Specialist
FC	Facility Coordinator
FSCP	Facility Spill Contingency Plan
HAZMAT	Hazardous Materials
HEMTT	Heavy Expanded Mobility Tactical Truck
HMMWV	High Mobility Multipurpose Wheeled Vehicle
LMTV	Light Medium Tactical Vehicle
MEP	Military Equipment Parking
MTV	Medium Tactical Vehicle
NAICS	North American Industry Classification System
NEPA	National Environmental Policy Act
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NSWD	Non-Stormwater Discharge
OMS	Organizational Maintenance Shop
OWS	Oil/Water Separator
%	Percent
PCB	Polychlorinated Biphenyl
PGS	Parsons Government Services, Inc.
POL	Petroleum, Oil, and Lubricants
POV	Privately Owned Vehicle
RSC	Regional Support Command
SAV	Staff Assistance Visit
SIC	Standard Industrial Classification
SWMP	Stormwater Management Plan
SWPPP	Stormwater Pollution Prevention Plan
U.S.	United States
USARC	United States Army Reserve Center
USEPA	United States Environmental Protection Agency
UST	Underground Storage Tank
WDNR	Wisconsin Department of Natural Resources

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EXECUTIVE SUMMARY

This Stormwater Management Plan (SWMP) for the William F. Fale United States Army Reserve Center (USARC) (WI092/55864) has been tailored to complement the requirements of the National Pollutant Discharge Elimination System (NPDES) General Permit Number WI-S067849-3, issued by the State of Wisconsin Department of Natural Resources (WDNR) and the City of Sheboygan stormwater management requirements. The William F. Fale USARC facility is not required to comply with the General Permit; therefore, this SWMP is being prepared as a voluntary Best Management Practice (BMP).

This document was prepared by Parsons Government Services, Inc. (PGS) in accordance with guidance provided by the United States Environmental Protection Agency (USEPA). Data, information, and illustrations included in this SWMP were obtained from facility plans, interviews of facility personnel, and a staff assistance visit (SAV) conducted on May 20, 2014. Stormwater drainage, outfalls, and potential non-stormwater contributions were evaluated by PGS.

On May 20, 2014, Katie Astroth, Environmental Scientist from PGS, visited the William F. Fale USARC (WI049/55985) facility. Kevin Devenport, Area Environmental Protection Specialist (aEPS) and SSG Katey Tess, Motor Pool Sergeant accompanied PGS personnel.

The facility is located at 2913 Erie Avenue, Sheboygan in Sheboygan County, Wisconsin (Figure 1). The William F. Fale USARC facility includes approximately 3.8 acres of land and consists of a USARC building, a two-bay OMS building, one military equipment parking (MEP) area, and one privately owned vehicle (POV) parking area (Figure 2).

The USARC building is a one-story, concrete block building with a brick veneer. The building contains offices, classrooms, a kitchen, a drill hall, and storage areas. Activities that take place within the USARC building include administrative operations and classroom training.

The OMS building is a one-story, concrete block building with a brick exterior that contains two maintenance bays and a caged storage area. The OMS building is used for vehicle and equipment maintenance and general storage. There are no floor drains within the OMS building.

The present and recent historical (2011, 2012, and 2013) activities conducted at the facility include administrative, training, and educational tasks, and maintenance of vehicles and equipment. There have been no leaks or spills at the facility in the last 3 years (2011, 2012, and 2013).

Two drainage areas were identified on the property during the SAV (Figure 3).

Drainage Area 1 consists of a portion of the USARC building, the grassy area north of the USARC building, the POV parking area, and the entrance drive to the property. It encompasses approximately 1 acre with approximately 20 percent impervious surface.

The topography of Drainage Area 1 slopes down to the north. Stormwater within the grassy area primarily infiltrates into the ground or evaporates. In the event of heavy

precipitation stormwater within the grassy area flows overland to the north and onto Erie Avenue. Stormwater within the POV parking area and entrance drive also flows overland to the north and onto Erie Avenue.

Drainage Area 2 consists of a portion of the USARC building, the OMS building, the MEP area, and the grassy areas east, south, and west of the MEP area. It encompasses approximately 2.5 acres with approximately 30 percent impervious surface.

The topography of Drainage Area 2 has a slight downward slope to the south. Stormwater within the grassy areas primarily infiltrates into the ground or evaporates. Within the MEP area and in the event of heavy precipitation within the grassy areas, stormwater flows overland towards the property's southern boundary. Stormwater that reaches the property's southern boundary primarily drains off the property near the property's southwest and southeast corners.

The most southern edge of the USARC property is a steep slope with overgrown vegetation. The USARC property is at a significantly higher elevation than the commercial property just to the south. Due to this there is a large retention wall along the USARC property's southern boundary. Stormwater that drains off the property in this location infiltrates into the ground, evaporates, or drains into several stormwater inlets within the commercial property's parking area.

Additionally, the USARC and OMS buildings' roof drains are connected to underground conveyance pipes that discharge into the city-owned storm sewer system.

For the purpose of this SWMP, a stormwater outfall is identified as an area where stormwater leaves the property and could be intercepted in the event of a spill. Stormwater on the USARC property infiltrates into the ground, evaporates, or flows overland and off the property. Stormwater that flows off the property does not do so at a single point location. Therefore, no stormwater outfalls were identified by PGS during the SAV.

However, the USARC and OMS buildings' roof drains are connected to an underground conveyance pipe that discharges into the city-owned storm sewer system. Despite this pipe directing rainwater from the buildings' roof drains off the property, this is not considered an outfall as only stormwater from the buildings' roofs discharge through this means. Stormwater from the rest of the property, including the areas on the property that have the potential to contribute pollutants to stormwater runoff, cannot enter into this pipe.

All HAZMAT, wastes, and POL products are stored in designated areas inside flammable materials lockers within the OMS building or within the HAZMAT storage shed in the MEP area. The facility does not store chemicals outdoors where they could be directly exposed to stormwater. No ASTs, USTs, vehicle wash racks, or OWSs are located on the USARC property. Additionally, vehicle washing take place off-site.

Military equipment and vehicles are stored in the MEP area at the facility. There is one POV parking area located at the facility. As such, potential sources from ancillary activities may include POL associated with vehicle/equipment storage and operation. At the time of the SAV, no active leaks were observed. Military vehicles are fueled off-site.

Two waste dumpsters are located at the facility. At the time of the SAV, the dumpster were closed and in good condition. The area around the dumpsters was clean and orderly.

There are five CONEXs and one HAZMAT storage shed located at the facility. The CONEXs and HAZMAT storage shed provide adequate protection from stormwater. The CONEXs were in good condition and the HAZMAT shed was in fair condition as rust was evident. The area around the CONEXs and HAZMAT storage shed was orderly with no evidence of leaks or spills observed at the time of the SAV. However, there were several wood pallets and an open wood box stacked and being stored next to the HAZMAT storage shed.

Three pole-mounted transformers are located along the north edge of the property. Two of the transformers are on one pole in the property's northeast corner and the third transformer is in the property's northwest corner. The transformers did not carry labels indicating whether or not they contained PCBs. The transformers were observed to be in good condition, with no signs of leaking.

Non-structural BMPs in use at the facility include good housekeeping and preventive maintenance. Structural BMPs in use at the facility include the use of flammable materials lockers, CONEXs, and the HAZMAT storage shed.

There were a few areas that were noted as to needing maintenance on the USARC property during the SAV:

- Several of the covers for the cleanouts for the underground conveyance pipes that receive stormwater from the USARC building's roof drains were either missing or damaged. Debris was observed in the cleanout near the administration building's southeast corner.
- The POV parking area east of the USARC building is small and does not have adequate space to be park all POVs on the paved area. There was evidence that POVs parked in the grass area around the POV parking area and entrance drive. This has caused rutting and erosion.
- There was slight erosion along the MEP fence along the property's southern boundary.

Additionally, the retention wall along the property's southern boundary was observed to have areas starting to bulge away from the USARC property. There were also areas where vegetation is growing between the boards of the retention wall. The retention wall should potentially be inspected to ensure the integrity of the wall has not been compromised.

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SECTION 1 INTRODUCTION

This Stormwater Management Plan (SWMP) has been prepared at the request of the 88th Regional Support Command (RSC) Environmental Division to serve as a documented Best Management Practice (BMP) to reduce the potential for contamination of stormwater discharges from activities at the William F. Fale United States Army Reserve Center (USARC) (WI049/55985). The National Pollutant Discharge Elimination System (NPDES) General Permit Number WI-S067849-3, issued by the Wisconsin Department of Natural Resources (WDNR), authorizes discharges of stormwater (stormwater runoff, snowmelt runoff, and surface runoff and drainage) associated with industrial activity to surface water bodies within the State of Wisconsin (Appendix A1). The provisions of the NPDES require that many industrial facilities develop and implement a Stormwater Pollution Prevention Plan (SWPPP). However, the 88th RSC has determined that the William F. Fale USARC facility does not meet the requirements necessary for obtaining coverage under the General Permit. Therefore this SWMP is being prepared as a voluntary BMP.

This document was prepared by Parsons Government Services, Inc. (PGS) in accordance with guidance provided by the United States Environmental Protection Agency (USEPA) (1992a, b), Sheboygan County, and the City of Sheboygan. Data, information, and illustrations included in this SWMP were obtained from facility plans, interviews of facility personnel, and a staff assistance visit (SAV) conducted on May 20, 2014, by Katie Astroth, Environmental Scientist with PGS. Inspection of the facility included drainage areas, outfalls, potential stormwater polluting processes and materials, and potential non-stormwater contributions.

1.1 REGULATORY BACKGROUND

The 1972 amendments to the Clean Water Act (CWA) prohibit the discharge of any pollutant to waters of the United States (U.S.) from a point source unless the discharge is authorized by a NPDES permit. The CWA was amended in 1987 to establish phased NPDES requirements for stormwater discharges. Section 402(p) of the CWA of 1987 requires operators of facilities that discharge stormwater “associated with industrial activity” to obtain permits under the NPDES program. The purpose of the Act is to control pollution entering the surface waters of the U.S. and preserve, protect, and improve the nation’s water resources. As directed by Congress, USEPA promulgated final stormwater regulations on November 16, 1990, outlining facilities subject to the regulations and the permit application process.

The main criterion determining if a facility is subject to stormwater requirements is whether or not the facility discharges stormwater associated with industrial activities as defined by the USEPA under Title 40 of the Code of Federal Regulations (CFR) Part 122.26(b)(12) (Appendix A2). For this facility, the 88th RSC has determined the primary Standard Industrial Code (SIC) is 9711 (National Security) and the primary North American Industry Classification System (NAICS) code is 928110 (National Security). However, these codes are not sufficiently descriptive to allow clarity to local municipalities as the 88th RSC complies with CWA provisions. To that end, the 88th

RSC has re-evaluated and determined the following more descriptive SICs for their activities:

- Equipment Concentration Sites are SIC 7538 General Automotive Repair shops and SIC 4225 General Warehousing [Note SIC 4225 is explicitly exempt in 40CFR122.26(b)(14)(viii)]
- Area Maintenance Support Activity shops are SIC 7538 General Automotive Repair shops
- Branch Maintenance Activity shops are SIC 7538 General Automotive Repair shops
- Organizational Maintenance Shops (OMS) are SIC 7538 General Automotive Repairs shops
- Main USARCs are SIC 8249 Vocational Training Centers with secondary SICs 8741 Management Services, 8744 Facility Support Management Services

A facility is subject to stormwater regulation if the facility discharges stormwater from its industrial areas to surface waters of the U.S. by a natural or artificial conveyance system (e.g., ditch, swale, pipe, or conduit). Stormwater that flows directly to groundwater or to a municipal sanitary sewer is not subject to regulation and does not require a permit.

The William F. Fale USARC has not submitted a Notice of Intent (NOI) to the USEPA to discharge stormwater. It is the position of the 88th RSC that the activities conducted at the William F. Fale USARC are not described by the NAICS or the SIC Codes under the General NPDES Permit and, therefore, the facility does not require coverage under this permit.

Although the facility may not be regulated strictly under the provisions of the CWA, federal and Army regulations require the facilities to manage their affairs with the environment in mind. These regulations are part of this SWMP and are considered non-structural control measures or BMPs because they aid in the prevention of stormwater pollution. Documents the facility has on hand that pertain to the management of environmental affairs include:

- **Army Regulation (AR) 200-1 - Environmental Protection and Enhancement** - The regulation is intended to serve as a manual to ensure installations follow federal and state environmental laws and act in a manner to prevent environmental degradation. AR 200-1 specifies environmental documents and reports installations are required to maintain, operating procedures for environmental engineering functions, procedures for emergency response and spill reporting, and procedures for conducting and maintaining environmental audits and building inspections.
- **32 CFR Part 651 - Environmental Effects of Army Actions** - This document provides guidance concerning National Environmental Policy Act (NEPA) requirements pertaining to Army facilities.

1.2 LOCAL AND COUNTY REGULATIONS

The Municipal Code of the City of Sheboygan, Appendix E – Post-Construction Stormwater Management Zoning Ordinance aims to protect and enhance water quality, control non-stormwater discharges (NSWDs), provide criteria to control stormwater runoff, and encourage the recharge of groundwater. The City of Sheboygan stormwater ordinance is included in Appendix A3. A list of exempted NSWDs is summarized in Appendix A4. This SWMP complies with the City of Sheboygan stormwater ordinance.

1.3 SWMP OBJECTIVES

The goal of the SWMP is to improve the quality of surface waters by eliminating or minimizing contact of stormwater with materials that may potentially pollute the stormwater runoff discharged from the facility. The SWMP is intended to:

- Identify potential sources of pollution that may reasonably be expected to affect the quality of stormwater discharges associated with activity from the facility.
- Describe practices to be used in reducing the potential for pollutants to be exposed to stormwater.
- Serve as an administrative BMP to describe the measures to be taken to reduce stormwater pollution and comply with the substantive requirements of the CWA and federal and Army regulations.

The SWMP contains a description of potential pollution sources at the facility. These sources may include material loading and unloading areas, outdoor material storage areas, and waste disposal practices. In describing these areas, a site map depicting stormwater drainage areas and flow patterns, paved areas, outdoor material storage locations, secondary containment structures, existing stormwater control mechanisms, oil/water separators (OWS), outfalls, drainage area boundaries, waste storage areas, wetlands, surface water bodies, underground storage tanks (UST), aboveground storage tanks (AST), and an estimate of impervious surface areas is provided.

The SWMP also provides a narrative description of activities conducted at the site and materials that are stored and exposed to precipitation. Other information presented in the SWMP includes a historical description of spills or leaks at the facility for the previous year, an estimate of the types of pollutants that could be present in stormwater discharged from the facility, a summary of existing stormwater test data, and a risk identification/assessment evaluating the potential for facility drainage areas to contribute pollutants to stormwater. In addition to identifying risks, the SWMP includes a description of management practices and equipment the facility may use to mitigate risks for stormwater pollution.

1.4 SWMP IMPLEMENTATION

Although a formal SWPPP is not required for the facility, the tenant units will be responsible for ensuring their personnel do not violate the guidelines presented in this SWMP. The 88th RSC may choose to offer the tenant units special training to better implement the plan. No state coordination concerning the implementation of this plan is

required at this time. The 88th RSC may contact the tenant units for a brief status summary concerning the BMPs and the SWMP in general.

The Area Environmental Protection Specialist (aEPS) will be responsible for performing the assessments, completing the Annual Facility Site Inspection (AFSI) checklist, and assisting the Facility Coordinator (FC), Shop Foreman, and/or tenant units in correcting any stormwater issues that may occur. The tenant units or FC will be responsible for informing the 88th RSC along with the aEPS and Area Facility Operations Specialist (aFOS) of any serious stormwater issues that may occur. If the facility receives any records relative to the SWMP, the FC or Shop Foreman will ensure they are given to the 88th RSC and a copy to the aEPS to keep in the environmental binder.

1.5 SWMP REVISION

This is the original SWMP for the William F. Fale USARC. It is the responsibility of the FC, Shop Foreman, and/or designee to implement this plan with assigned units. It is the responsibility of the aEPS to make suggestions for revisions to this SWMP to the Environmental Protection Specialist (EPS) when changes are identified at the facility.

The aEPS should perform an AFSI to determine whether the facility is following the guidelines set forth in this plan and has established practices to reduce stormwater pollution. The AFSI will allow the aEPS to verify the accuracy of the description of potential pollutant sources contained in the plan, update the site drainage map, and make sure that stormwater pollution controls are correctly identified and working. The AFSI will identify where new controls need to be implemented and incorporated into the facility plan. Appendix B contains checklists for conducting the AFSI. Appendix B1 contains checklists completed during the annual inspections. Appendix B2 contains a blank checklist for conducting future AFSIs.

The SWMP will be revised whenever a change in facility design, construction, or operation is planned that will result in significant increases in exposure of pollutants to stormwater. A change to the plan may also occur because routine visual inspections or comprehensive site evaluations have proven the plan to be ineffective at controlling stormwater contamination.

1.6 SWMP OVERVIEW

The SWMP includes the following sections:

- **Facility Description** - A description of the facility, drainage areas, and material exposed to stormwater, spill history, stormwater outfalls, receiving water bodies, and potential sources of stormwater pollution are provided in Section 2. Topographic and site maps depicting receiving water bodies, stormwater outfalls, and exposed material locations are also included.
- **BMPs** - The BMPs to mitigate potential stormwater pollution are identified and described in Section 3. The BMP description provides the SWMP team with a summary of what is involved with implementing the BMPs at their facility.

- **Plan Updating and Reporting** - Plan updates and reporting recommendations to be followed as voluntary BMPs are identified in Section 4. Currently no reports or other submittals are required to be submitted to state authorities.

1.7 SWMP AVAILABILITY

The SWMP will be maintained at the facility. Because the William F. Fale USARC is not covered under the Multi-Sector General Permit, it does not need to make the SWMP available to the USEPA, municipality, or public. However, the facility must make plans available to the aEPS and aFOS.

1.8 SWMP CONTACTS

Personnel that may be contacted for questions and/or comments to meet the requirements are listed in Table 1-1.

TABLE 1-1 SWMP CONTACTS		
Title	Phone Number	Point of Contact
88th RSC Area Environmental Protection Specialist (aEPS)	262-685-7727	Kevin Devenport
Area Facility Operations Specialist (aFOS)	906-235-8202	Ray Lane
88th RSC Environmental Protection Specialist (EPS)	612-713-3820	Dave Torgersen
88th RSC Facility Coordinator (FC)	920-208-2658	Taylor Tautges

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SECTION 2 FACILITY DESCRIPTION

2.1 SITE HISTORY AND IDENTIFICATION

The William F. Fale USARC (WI049/55985) was built in 1958 and is owned by the federal government. The surrounding properties include Sunny Ridge Health and Rehabilitation Center and a residential area to the north, a residential area to the east, Festival Foods to the south, and a commercial shopping center to the south and west (Figure 1). The 330th Military Police is the only unit located at the facility.

Key facility information for the William F. Fale USARC is listed in Table 2-1.

TABLE 2-1 KEY FACILITY INFORMATION	
Facility Name	William F. Fale USARC
Owner/Operator	United States Army Reserve
Physical Location	2913 Erie Avenue Sheboygan, Wisconsin 53081-3655
County	Sheboygan County
Latitude	43°45'8.10"N
Longitude	87°44'43.53"W
Township	15N
Range	23E
Section	21
Other Identifying Information	
SIC Code	9711 National Security
NAICS Code	928110 National Security
Key Contact for Plan Development and Maintenance	Taylor Tautges, Facility Coordinator (FC)
Facility Phone No.	920-208-2658

2.2 GENERAL FACILITY DESCRIPTION

The William F. Fale USARC includes approximately 3.8 acres of land. It consists of a USARC building, a two-bay OMS building, one military equipment parking (MEP) area, and one privately owned vehicle (POV) parking area. Activities that take place at the William F. Fale USARC include administrative, training, and educational tasks, and

maintenance of vehicles and equipment. A site layout and land use map (Figure 2) shows the overall configuration of the site.

The USARC building is a one-story, concrete block building with a brick veneer. The building contains offices, classrooms, a kitchen, a drill hall, and storage areas. Activities that take place within the USARC building include administrative operations and classroom training.

The OMS building is a one-story, concrete block building with a brick exterior that contains two maintenance bays and a caged storage area. The OMS building is used for vehicle and equipment maintenance and general storage. There are no floor drains within the OMS building.

One asphalt-paved POV parking area and one concrete MEP area are located on the USARC property. The POV parking area is a small parking area located just northeast of the USARC building. The MEP area is located south of the USARC building and is secured by chain link fence topped with barb wire. Approximately 45 military vehicles and equipment were stored within the MEP area during the SAV. These included six armored personnel carriers (APCs), 19 high mobility multipurpose wheeled vehicles (HMMWVs), one heavy expanded mobility tactical truck (HEMTT), two light medium tactical vehicles (LMTVs), and three medium tactical vehicles (MTVs). Twelve trailers of various sizes and uses were also stored within the MEP area at the time of the SAV.

No ASTs, USTs, vehicle wash racks, or OWSs are located on the USARC property. Additionally, vehicle fueling and vehicle washing take place off-site.

At the time of the SAV, items stored outdoors at the William F. Fale USARC included:

- Five CONEXs,
- One hazardous materials (HAZMAT) storage shed,
- Two waste dumpsters,
- Three pole-mounted transformers (two on one pole in northeast corner of property and one on one pole in northwest corner of property),
- Wood pallets, and
- Military vehicles and equipment.

Three pole-mounted transformers are located along the north edge of the property. Two of the transformers are on one pole in the property's northeast corner and the third transformer is in the property's northwest corner. The transformers did not carry labels indicating whether or not they contained polychlorinated biphenyls (PCBs). The transformers were observed to be in good condition, with no signs of leaking.

2.3 SITE DRAINAGE AREAS

Based on observations made by PGS during the SAV, the William F. Fale USARC can be divided into two distinct drainage areas (Drainage Areas 1 and 2). Figure 3 shows the drainage areas observed at the site, the general stormwater runoff drainage patterns, and the conveyances that accept stormwater runoff from each area.

2.3.1 Drainage Area 1

Drainage Area 1 consists of a portion of the USARC building, the grassy area north of the USARC building, the POV parking area, and the entrance drive to the property. It encompasses approximately 1.0 acre with approximately 20 percent impervious surface. Items stored outdoors within Drainage Area 1 included:

- POVs and
- Three pole-mounted transformers (two on one pole in northeast corner of property and one on one pole in northwest corner of property).

The topography of Drainage Area 1 slopes down to the north. Stormwater within the grassy area primarily infiltrates into the ground or evaporates. In the event of heavy precipitation stormwater within the grassy area flows overland to the north and onto Erie Avenue. Stormwater within the POV parking area and entrance drive also flows overland to the north and onto Erie Avenue.

Additionally, the USARC building's roof drains are connected to underground conveyance pipes that discharge into the city-owned storm sewer system.

Parked vehicles within small POV parking area and the loading, shipping, receiving, and storage of petroleum, oil, and lubricants (POLs) and HAZMAT have the potential to contribute pollutants to stormwater runoff within Drainage Area 1.

2.3.2 Drainage Area 2

Drainage Area 2 consists of a portion of the USARC building, the OMS building, the MEP area, and the grassy areas east, south, and west of the MEP area. It encompasses approximately 2.5 acres with approximately 30 percent impervious surface. Items stored outdoors within Drainage Area 2 included:

- Military vehicles and equipment,
- Five CONEXs,
- One HAZMAT storage shed,
- Two waste dumpsters, and
- Wood pallets.

The topography of Drainage Area 2 has a slight downward slope to the south. Stormwater within the grassy areas primarily infiltrates into the ground or evaporates. Within the MEP area and in the event of heavy precipitation within the grassy areas, stormwater flows overland towards the property's southern boundary. Stormwater that reaches the property's southern boundary primarily drains off the property near the property's southwest and southeast corners.

The most southern edge of the USARC property is a steep slope with overgrown vegetation. The USARC property is at a significantly higher elevation than the commercial property just to the south. Due to this there is a large retention wall along the USARC property's southern boundary. Stormwater that drains off the property in

this location infiltrates into the ground, evaporates, or drains into several stormwater inlets within the commercial property's parking area.

Additionally, the USARC and OMS buildings' roof drains are connected to underground conveyance pipes that discharge into the city-owned storm sewer system.

Parked military vehicles and equipment in the MEP area and vehicle maintenance activities carried out within the OMS have the potential to contribute pollutants to stormwater runoff within Drainage Area 2. No active leaks or evidence of previous leaks from vehicles were observed.

2.4 STORMWATER OUTFALLS

An outfall is defined by the USEPA as "the point, location, or structure where wastewater or drainage discharges from a sewer pipe, ditch, or other conveyance to a receiving body of water." For the purpose of this SWMP, a stormwater outfall is identified as an area where stormwater leaves the property and could be intercepted in the event of a spill. Stormwater on the USARC property infiltrates into the ground, evaporates, or flows overland and off the property. Stormwater that flows off the property does not do so at a single point location. Therefore, no stormwater outfalls were identified by PGS during the SAV.

However, the USARC and OMS buildings' roof drains are connected to an underground conveyance pipe that discharges into the city-owned storm sewer system. Despite this pipe directing rainwater from the buildings' roof drains off the property, this is not considered an outfall as only stormwater from the buildings' roofs discharge through this means. Stormwater from the rest of the property, including the areas on the property that have the potential to contribute pollutants to stormwater runoff, cannot enter into this pipe.

2.5 WATER BODIES

No stormwater outfalls are located at the William F. Fale USARC facility. Stormwater north of the USARC building flows overland onto Erie Avenue where stormwater is directed to curb inlets that discharge to the city-owned storm sewer system. Stormwater that reaches the property's southern boundary primarily drains off the property near the property's southwest and southeast corners. Stormwater that drains off the property in these locations drains into several stormwater inlets within the commercial property's parking area that is located just south of the USARC property. These stormwater inlets also discharge into the city-owned storm sewer system.

Based on the review of the topographic map (Figure 1), there are no other streams or surface water bodies (lakes, ponds, or wetlands) that could receive contaminants in stormwater discharged from activities at the site.

2.6 SUMMARY OF POTENTIAL SOURCES OF STORMWATER POLLUTION

All HAZMAT, wastes, and POL products are stored in designated areas inside flammable materials lockers within the OMS building or within the HAZMAT storage shed in the MEP area. The facility does not store chemicals outdoors where they could

be directly exposed to stormwater. No ASTs, USTs, vehicle wash racks, or OWSs are located on the USARC property. Additionally, vehicle washing take place off-site.

Military equipment and vehicles are stored in the MEP area at the facility. There is one POV parking area located at the facility. As such, potential sources from ancillary activities may include POL associated with vehicle/equipment storage and operation. Drip pans are anticipated to be placed under all military vehicles that have a Class 3 leak until maintenance can be performed. A Class 3 leak is defined as at least one drop of fluid over 24 hours (e.g. an actively dripping leak). At the time of the SAV, no active leaks were observed. Military vehicles are fueled off-site.

Two waste dumpsters are located at the facility. At the time of the SAV, the dumpster were closed and in good condition. The area around the dumpsters was clean and orderly.

There are five CONEXs and one HAZMAT storage shed located at the facility. The CONEXs and HAZMAT storage shed provide adequate protection from stormwater. The CONEXs were in good condition and the HAZMAT shed was in fair condition as rust was evident. The area around the CONEXs and HAZMAT storage shed was orderly with no evidence of leaks or spills observed at the time of the SAV. However, there were several wood pallets and an open wood box stacked and being stored next to the HAZMAT storage shed.

Three pole-mounted transformers are located along the north edge of the property. Two of the transformers are on one pole in the property's northeast corner and the third transformer is in the property's northwest corner. The transformers did not carry labels indicating whether or not they contained PCBs. The transformers were observed to be in good condition, with no signs of leaking.

There were a few areas that were noted as to needing maintenance on the USARC property during the SAV:

- Several of the covers for the cleanouts for the underground conveyance pipes that receive stormwater from the USARC building's roof drains were either missing or damaged. Debris was observed in the cleanout near the administration building's southeast corner.
- The POV parking area east of the USARC building is small and does not have adequate space to be park all POVs on the paved area. There was evidence that POVs parked in the grass area around the POV parking area and entrance drive. This has caused rutting and erosion.
- There was slight erosion along the MEP fence along the property's southern boundary.

Table 2-2 provides an inventory of materials exposed to precipitation and/or stormwater runoff and the drainage area within which they are located. Table 2-3 provides a listing of possible pollutants in the exposed material. A Facility Spill Contingency Plan (FSCP) is a separate document that provides additional information on HAZMAT use, POL storage, and identifies procedures for preventing and responding to releases of those materials.

TABLE 2-2 MATERIALS EXPOSED TO STORMWATER WITH POTENTIAL FOR TRANSFERRING POLLUTANTS

Exposed Material/Activity	Drainage Areas	
	Area 1	Area 2
CONEXs		X
HAZMAT storage shed		X
Military vehicles and equipment		X
Pole-mounted transformers	X	
Privately owned vehicles	X	
Scrap wood/pallets		X
Waste dumpsters		X

TABLE 2-3 POSSIBLE POLLUTANTS IN EXPOSED MATERIAL

Exposed Material	Potential Problem	Potential Pollutant
CONEXs	Repeated exposure to stormwater may degrade CONEXs and discharge rust and metal particles into the stormwater drainage system.	Rust, metal particles
HAZMAT storage sheds	Spills and leaks could occur during loading and transporting activities and could be discharged into the stormwater drainage system.	Oil, fuel, hydraulic fluids, transmission fluids, antifreeze
Military vehicles and equipment	Leaks from parked vehicles and equipment could be discharged into the stormwater drainage system.	Oil, fuel, hydraulic fluids, transmission fluids, antifreeze
Pole-mounted transformers	Leaks from transformers could be washed by rain into the stormwater drainage system.	PCBs (content undetermined), Transformer oils
Privately owned vehicles	Leaks from parked vehicles could be washed by rain into the stormwater drainage system.	Oil, fuel, hydraulic fluids, transmission fluids, antifreeze
Scrap wood/pallets	If dirty (i.e., POL marks), pollutants could be washed by rain into the stormwater drainage system.	POL products or other pollutants

TABLE 2-3 POSSIBLE POLLUTANTS IN EXPOSED MATERIAL

Waste dumpsters	General refuse can be blown out of the dumpsters and land on the ground or in the stormwater system if dumpsters are overloaded or left uncovered.	General refuse, cardboard, paper products, absorbents
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2.7 SIGNIFICANT SPILLS

There have been no leaks or spills at the facility in the last 3 years (2011, 2012, and 2013). If future significant spills and/or leaks of hazardous or toxic material occur at the facility, they will be listed in Table 2-4.

2.8 IDENTIFICATION OF NON-STORMWATER DISCHARGES

NSWDs are discharges of water used in manufacturing-industrial processes (i.e., vehicle washing wastewater) that are discharged through a stormwater system, overland, or by some other conduit to waters of the U.S. or the state. Facilities should be inspected for NSWDS and certification of the inspection should be included in the SWMP. Some NSWDS are exempted to flow through the stormwater system provided that their pollution controls are identified and conform to the stormwater pollution controls. A list of exempted NSWDS is provided in Appendix A4.

The attached certification (Table 2-5) documents that no stormwater outfalls were observed during the SAV on May 20, 2014. Visual inspection reports should be kept in Appendix B.

TABLE 2-4 LIST OF SIGNIFICANT SPILLS AND LEAKS (LAST 3 YEARS)

Date (Month/Day/Year)	Spill	Leak	Location (As Indicated On Site Map)	Type of Material	Quantity	Source, If Known	Reason	Amount of Material Recovered	Material No Longer Exposed to Stormwater (True/False)	Preventive Measures Taken
2011	None	None								
2012	None	None								
2013	None	None								

TABLE 2-5 WATER QUALITY DATA FOR NSWDS

Non-Stormwater Discharge Assessment and Certifications					
Date of Test or Evaluation	Outfall Directly Observed During Test	Method Used to Test or Evaluate Discharge	Describe Results from Test for the Presence of Non-Stormwater Discharge	Identify Potential Significant Sources	Name of Person Conducting Test
5/20/2014	No outfall identified.	N/A	N/A	N/A	K. Astroth

Notes:

N/A – not applicable

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SECTION 3 BEST MANAGEMENT PRACTICES IDENTIFICATION

The BMPs that reduce or eliminate stormwater pollution are described in this SWMP. The following section describes each of the BMPs identified to reduce stormwater pollution from the William F. Fale USARC facility. The aFOS/aEPS should oversee the implementation of the SWMP and routinely inspect the facility according to the inspection checklists located in Appendix B. At a minimum, the inspection should be performed annually. Results of the inspection should be kept on file, and copies of the checklist and plan modifications should be submitted to the 88th RSC aEPS. If issues are found during the routine inspection, the checklist with comments should be promptly submitted to the aFOS and aEPS.

3.1 DEFINITION OF BMP

BMPs are measures that may be implemented to prevent or mitigate pollution of stormwater from activities performed at the William F. Fale USARC. BMPs include processes, procedures, schedules of activities, prohibitions on practices, and other management procedures that prevent or reduce stormwater pollution. BMPs may range from inexpensive changes in procedures or practices to more costly facility improvement projects such as installing sediment traps, detention ponds, etc.

3.2 NON-STRUCTURAL BMP

Non-structural BMPs are inexpensive and relatively simple management practices applicable to a majority of the activities performed at the William F. Fale USARC facility. Stormwater regulations require implementation of these BMPs. Activities such as good housekeeping, preventive maintenance, and visual inspections should be performed routinely at the facility.

3.2.1 Good Housekeeping

Good housekeeping refers to cleaning, maintenance, and storage practices conducted at the facility. Many potential stormwater pollution sources may be eliminated or reduced through simple housekeeping practices. Implementing good housekeeping practices should involve all personnel. Examples of good housekeeping practices that should be implemented and continued include:

- Clean HAZMAT and POL containers of drips or spills prior to returning item to POL rooms, HAZMAT rooms, HAZMAT storage cabinets, HAZMAT storage sheds, or secondary containment areas.
- If lids crack or break on a dumpster, use a tarp to cover content until the lid has been replaced.
- Regularly pick up and dispose of garbage, used absorbent, and waste material. Items not needed for facility operation or items no longer used will be immediately disposed of or sent off-site for recycling.
- Maintain an orderly garbage disposal area. For example, pick up materials around the garbage disposal area that have not been properly disposed of in the garbage dumpster. Make sure that the lid on the garbage dumpster

is properly closed and in good working order to keep stormwater out of the garbage dumpster.

- Store chemicals and POL materials at approved storage locations and out of precipitation and stormwater flow paths.
- Move all exposed material, used tires, scrap metal, trash, and wood pallets from areas exposed to stormwater into buildings or cover with a tarp. Items no longer needed should be discarded.
- Designate a central location for scrap material (scrap metal, wooden pallets, etc.) and cover, if feasible.
- Ensure that all spill cleanup procedures listed in the FSCP are understood and implemented by all employees.
- Regularly sweep floors in shops and ensure storm drains are free of debris.

3.2.2 Visual Inspections

A visual inspection program should be implemented to inspect regularly all areas that could contaminate stormwater. The AFSI checklist described in Section 4.2 is included in Appendix B. The inspection checklist is intended to ensure all elements of the SWMP are in place and working properly. Areas of secondary containment such as buildings, CONEXs, HAZMAT cabinets, and HAZMAT sheds should be inspected to make sure they are not corroded or damaged in such a manner that they do not control potential spills or leaks resulting from storage of potential stormwater contaminants. Additionally, the following should be inspected:

- **Material storage, handling, and transfer areas** – These areas include the HAZMAT cabinets, HAZMAT storage rooms, and POL rooms, which should be inspected for spills and leaks.
- **General stormwater drainage area** – This area should be inspected to identify any NSWDS. If a water flow is present and rain has not occurred within the past 72 hours, further investigation is warranted unless the source is known to be non-polluting. Further investigation should note the odor of the water, clarity of the water, staining of the ground or drainage ditches, the presence of floating debris in drainage ditches, or exceptionally lush vegetation.
- **Storm drains and catch basins** – All storm drains and catch basins on-site should be inspected regularly to identify any NSWDS or accumulation of leaves, silt, debris, or garbage.
- **Garbage collection areas** – Areas around all dumpsters should be inspected for debris. Dumpsters should be inspected to ensure covers are kept closed and they are not leaking any fluids.
- **MEP and POV lots** – Vehicles, equipment, and storage areas in the MEP area should be inspected to identify any leaks or conditions that could lead

to discharges of chemicals or lubricants. Staining on the ground or any NSWDS should be noted.

- **Landscaped areas** – Grass and landscaped areas should be examined for areas of potential soil erosion.
- **Loading dock areas** – The area around loading docks should be inspected after every delivery noting any spills that occurred during unloading/loading and transfer activities.

All inspections should be documented, including signatures and dates, and kept within this SWMP. Any required maintenance and repairs should be documented and filed with the SWMP after corrective action has taken place. Contact names and numbers should be kept current and kept with this SWMP.

3.2.3 Preventive Maintenance

Preventive maintenance testing and inspection should be conducted on all equipment and systems listed in Table 3-1 to uncover conditions that could cause breakdowns or failures resulting in a discharge of pollutants. Any issues identified through regular visual inspection should be immediately remedied through adjustment, repair, or replacement. Preventive maintenance should include the following items:

- Clean all storm drains identified during visual inspection to remove leaves, silt, sand, and any garbage that has accumulated in these structures.
- Assess the integrity of all secondary containment associated with POL rooms, HAZMAT rooms, and HAZMAT cabinets.
- Provide drip pans for vehicles identified during visual inspection as leaking oil, transmission fluid, brake fluid, etc.
- Drain fuel and fluid from small equipment stored for extended periods of time.
- Ensure that personnel trained in spill response procedures are present and spill prevention measures are followed during HAZMAT delivery, transport, and removal of liquid wastes.
- Ensure that spill response kits are available for areas that would potentially require them. Order replacements or additional supplies when necessary.
- Maintain grassy areas so as to prevent erosion.

TABLE 3-1 EQUIPMENT TO INSPECT AS PART OF A PREVENTIVE MAINTENANCE PROGRAM

HAZMAT storage containers	Storm drains, catch basins, and outfalls
Process and material handling equipment	Drainage systems
Vehicles and equipment (i.e., military vehicles, compressors, and generators)	Stormwater management devices (structural BMPs)
Electric transformers	CONEXs

3.2.4 Spill Response

Each maintenance shop or facility handling HAZMAT should have adequate spill response materials on hand. The aEPS will assist the FC by assessing their spill kit needs and procure spill response materials for facilities with a high release potential. Spill response resources are not to be used for housekeeping or daily operations. Spill response kits must be kept stocked with the appropriate spill response material. Once an item has been used, the FC must contact the aEPS to request replacement items.

An FSCP is a separate document that provides additional information on HAZMAT use, POL storage, and identifies procedures for preventing and responding to releases of those materials.

Persons who cause the discharge to the environment of a hazardous substance or who possess or control a hazardous substance that is discharged to the environment are required to immediately notify the aEPS or the 88th RSC Environmental Division as detailed in the emergency contact list provided as Table 3-2.

TABLE 3-2 EMERGENCY CONTACT LIST

Organization	Telephone Number
Fire Department	911
Police	911
Hospital/Ambulance Service	911
88th RSC Area Environmental Protection Specialist	262-685-7727
88th RSC Environmental Office	612-713-3820
William F. Fale USARC	920-208-2658
88th RSC Emergency Operations Center	608-556-1206

Persons will need to provide information such as:

- Name, address, and location of discharge,
- Physical state, quantity, chemical characteristics of the discharge,
- Cause of the discharge,
- Destination of the discharged substance,
- Actions taken to stop the release/minimize the impacts to the environment,
- Actual or potential impacts to human health or the environment.

This information must be summarized and included with the facility inspection report.

3.3 STRUCTURAL BMP

Structural BMPs are measures to help control excess sheet flow and require investing funds to alleviate stormwater pollution. They are generally designed and constructed to restrict and control specific pollution activities and sources at the facility. Structural BMPs in use at the facility include the use of flammable materials lockers, CONEXs, and the HAZMAT storage shed.

There were a few areas that were noted as to needing maintenance on the USARC property during the SAV:

- Several of the covers for the cleanouts for the underground conveyance pipes that receive stormwater from the USARC building's roof drains were either missing or damaged. Debris was observed in the cleanout near the administration building's southeast corner.
- The POV parking area east of the USARC building is small and does not have adequate space to be park all POVs on the paved area. There was evidence that POVs parked in the grass area around the POV parking area and entrance drive. This has caused rutting and erosion.
- There was slight erosion along the MEP fence along the property's southern boundary.

Additionally, the retention wall along the property's southern boundary was observed to have areas starting to bulge away from the USARC property. There were also areas where vegetation is growing between the boards of the retention wall. The retention wall should potentially be inspected to ensure the integrity of the wall has not been compromised.

3.4 EMPLOYEE TRAINING

The success and effectiveness of this SWMP depends on the interest of employees responsible for implementing and maintaining the stormwater management program. Personnel need to understand the importance of SWMP goals and must be trained in techniques of spill prevention, response, cleanup, and documentation. When properly trained, personnel are more capable of preventing spills, responding safely and

effectively to an accident, and recognizing situations that could lead to stormwater contamination.

Annual training for the SWMP should be conducted for all full-time facility personnel. A list of personnel receiving this training should be maintained as part of the SWMP. Updates to the SWMP should be discussed in detail during the annual training review. Training should address each component of this SWMP including how and why tasks are to be implemented. Topics should include:

- Stormwater awareness,
- Spill prevention and response,
- Good housekeeping practices,
- Material management practices.

SECTION 4 PLAN UPDATE AND REPORTING

4.1 PLAN UPDATE

This SWMP should be updated whenever there are changes in design, construction, operation, or maintenance of the facility that impact the discharge of pollutants to stormwater. A change to the plan may also occur because routine visual inspections or comprehensive site evaluations have proven the plan to be ineffective at controlling stormwater contamination. An annual evaluation should be performed of the facility to ensure the SWMP has been implemented, is up-to-date, and is effective.

Analysis of past incidents can help detect problems and prevent similar incidents. The aFOS and aEPS will be responsible for keeping all records relative to this SWMP, its implementation, compliance, reviews, updates, and reports. All records should be retained for at least 3 years. This SWMP shall be kept in the Environmental Folder at the facility and a copy shall be provided to the aEPS.

The management of the SWMP will require detailed documentation. Key items include:

- Updated copies of the SWMP,
- Supporting documents to the plan, including field notebooks, drawings, and maps,
- NSWDC inspections and analysis,
- Records of stormwater outfall monitoring data, if conducted,
- Records of annual reviews, inspections, training, and updates,
- All documents referenced in the plan including FSCP, HAZMAT inventory, spill records, etc.,
- BMPs implementation schedules.

4.2 REPORTING

The AFSI reports should be completed by the aEPS with the AFSI checklist. Each report should include results of the annual inspection along with results of any other inspections that may have been conducted. The report should also include documentation of any event (e.g., spill, treatment unit malfunction) that would require an inspection, results of the inspection, and any subsequent corrective maintenance activity.

The annual inspection will allow the aEPS to verify the accuracy of the description of potential pollutant sources contained in the plan, ensure the plan drainage map is accurate and up-to-date, and stormwater pollution controls are correctly identified, in place, and working. The inspection will identify where new controls need to be implemented and incorporated into the facility plan. The AFSI checklist is provided in Appendix B. The process for conducting the inspection is outlined below:

- Review the SWMP and prepare a list of items that are located in the material handling, storage, and transfer areas.

- List all equipment and containment measures in these areas.
- Review facility operations for the past year to determine additional areas and modifications that require inclusion in the plan.
- Conduct inspection to determine if: (1) all stormwater pollution prevention measures are accurately identified in the plan; (2) all measures are in place and working properly; and (3) NSWDS are evident – see Table 2-5.
- Document findings.
- Revise the SWMP, as needed. Include descriptions of potential pollutant sources and controls that have changed since the previous plan update.
- Implement necessary changes in a timely manner.
- Once the site compliance evaluation is completed, the aFOS will work with the FC to begin implementing any necessary changes in BMPs or other pollution prevention measures resulting from the inspection and changes to the SWMP, with assistance from the aEPS as necessary.
- Sign the report and file it with the plan.

SECTION 5 STORMWATER LONG-TERM MAINTENANCE PLAN

Regular maintenance activities are required to ensure the function of a stormwater system and to prevent potential nuisances such as odors, mosquitoes, and weeds. Maintenance activities may also be required after storm events greater than 1 inch of rain per 24 hours. Other actions may also be necessary after such storm events including those identified through facility assessments as described in Section 5.7. Maintenance activities will be managed by the aFOS. If facility staff observes a condition in need of maintenance, they will notify the FC who will coordinate with the aFOS to address the maintenance need. Maintenance activities are summarized in Appendix C with recommended frequencies. A stormwater system assessment schedule and checklist are included in Appendix D. Analytical results from the sampling of stormwater or sediment should be placed in Appendix E.

5.1 ROOF DRAINS

Roof drains must be cleaned on a regular basis to maintain their ability to direct stormwater flow toward the stormwater system, and consequently prevent flooding. The removal of sediment and decaying debris from the drains has both aesthetic and water quality benefits, including: reducing foul odors, reducing suspended solids, and reducing the load of oxygen-demanding substances that eventually reach receiving waters. Dissolved oxygen in receiving waters is utilized by oxygen-demanding substances that come from any organic sources of material that decompose, such as leaves and other tree debris. Check roof drain openings after trees have shed their leaves for the season to remove debris.

5.2 CATCH BASINS, MANHOLES, AND TRENCH DRAINS

Catch basins, manholes, and trench drains must be cleaned regularly as needed to maintain their ability to collect water, trap sediment, and consequently prevent flooding. The removal of sediment and decaying debris from the catch basins, manholes, and trench drains has both aesthetic and water quality benefits, including; reducing foul odors, reducing suspended solids, and reducing the load of oxygen-demanding substances that eventually reach receiving waters, such as leaves and grass clippings. Check grate openings after significant precipitation events and remove debris. Debris should be removed from the structure if the depth of deposits exceeds 60 percent of sump depth or if clearance from the top of the debris to the pipe invert is less than 6 inches. The catch basins, manholes, and trench drains can be cleaned out manually if the necessary tools and equipment are available on-site.

5.3 STORM SEWER PIPES

Localized flooding at a catch basin, manhole, or trench drain may indicate the existence of a problem in the storm sewer pipe such as sediment accumulation, entry of roots, and infiltration of water. Storm sewer pipes must be cleaned periodically to remove built-up sediment. Various methods can be used to remove sediments from pipes including jet cleaning, use of sewer balls, and rodding. Jet cleaning is generally the least expensive method and involves flushing the sewer with water and

collecting the material flushed from the pipe at the end. Contact your aFOS for maintenance support on large jobs.

5.4 DITCHES AND SWALES

Drainage ditches and swales are structures used to collect and convey stormwater. Localized flooding within or around a ditch and/or erosion may indicate the existence of a problem with ditch functions. Annual inspection of the ditches is recommended and a visual inspection of each ditch, as well as culverts, if applicable, after significant rainfall events or quarterly is required.

5.5 SEDIMENT REMOVAL

Any sediment and other accumulated materials removed from the stormwater system will be disposed of at an approved landfill if test results indicate materials are non-hazardous. The sediment and other accumulated materials removed may be adversely impacted by the activities conducted on-site such as maintenance of vehicles thus requiring analytical sampling. Contact the aEPS to make the determination on sampling. If the sediment removed is determined to be non-hazardous waste, based on analytical results, future sediment removed can be assumed to be non-hazardous waste based on generator's knowledge. This assumption can only be made if there have been no changes in activities performed at the facility and no known spills that may have reached the storm sewer system.

5.6 ASSESSMENTS

Assessment activities are summarized in Appendix D with recommended frequencies and a checklist. Most assessment items can be completed by walking around the facility and performing a visual assessment of the storm sewer system components. If during the course of daily business activities the FC notices any discrepancies with the stormwater system they should contact the aFOS immediately. A list of typical problems that may be encountered include:

- Broken or damaged structural control measures (catch basins, manholes, pipes),
- Significant erosion by downspouts/roof drains or drainage equipment,
- Visible signs of chemical or POL spills,
- Buildup of leaves, silt, sand or garbage/debris in catch basins,
- Blockage of stormwater inlets, grate openings or outfalls, or
- Localized flooding at catch basins or other inlets/outfalls.

The aFOS can use Appendix D in this SWMP as a guide.

If stormwater sampling occurs at the facility during the assessments, analytical results will be found in Appendix E.

SECTION 6 REFERENCES

Clean Water Act of 1972, 33 U.S.C. § 1251 et seq. 2002.

United States Environmental Protection Agency. 2011. 40 CFR Part 122.26(b)(12). Storm Water Discharges. July 1, 2011.

United States Environmental Protection Agency. 1992a. Storm Water Management for Industrial Activities, Developing Pollution Prevention Plans and Best Management Practices (EPA 832-R-92-006).

United States Environmental Protection Agency. 1992b. Storm Water Management for Industrial Activities, Developing Pollution Prevention Plans and Best Management Practices - Summary Guidance (EPA 833-R-92-002).

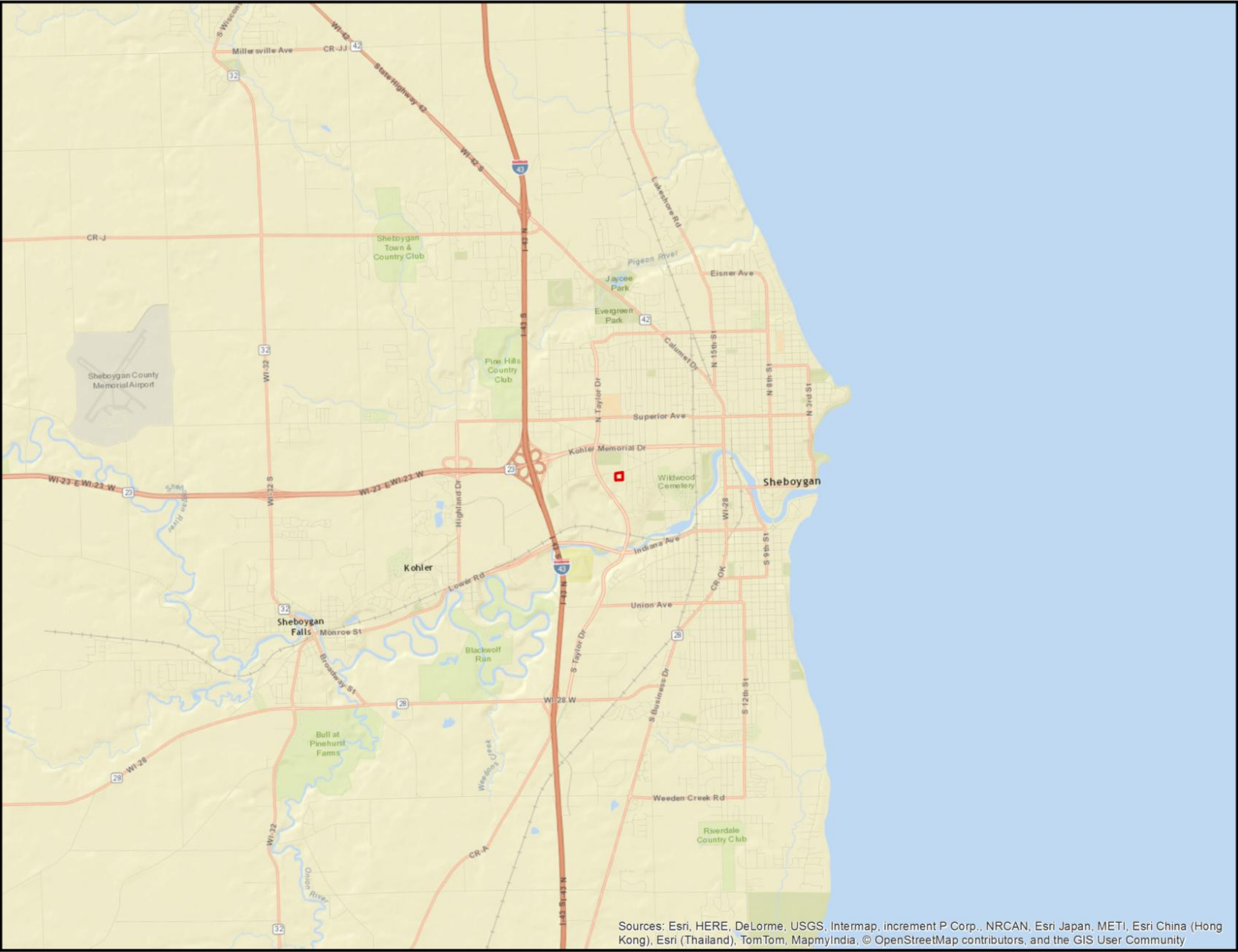
United States Environmental Protection Agency. 1990. 40 CFR Parts 122, 123, and 124. National Pollutant Discharge Elimination System Permit Application Regulations for Storm Water Discharges. November 16, 1990.

Wisconsin Department of Natural Resources. 2011. General Permit to Discharge under the Wisconsin Pollutant Discharge Elimination System Permit No. WI-S067849-3. Effective May 13, 2011 through April 30, 2016.

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FIGURES

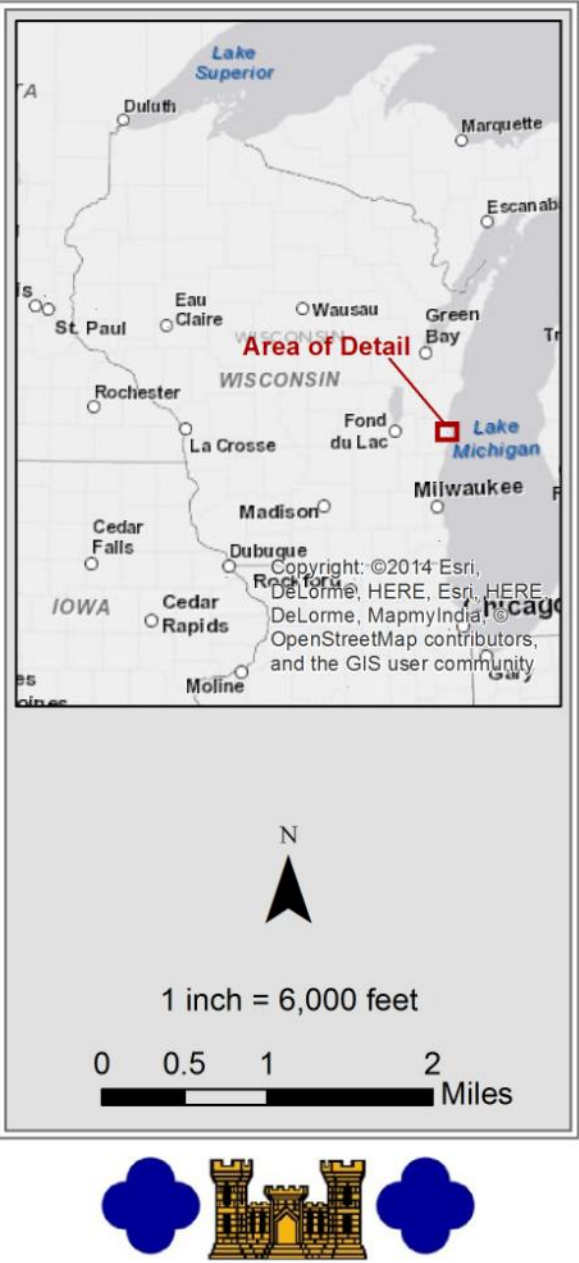
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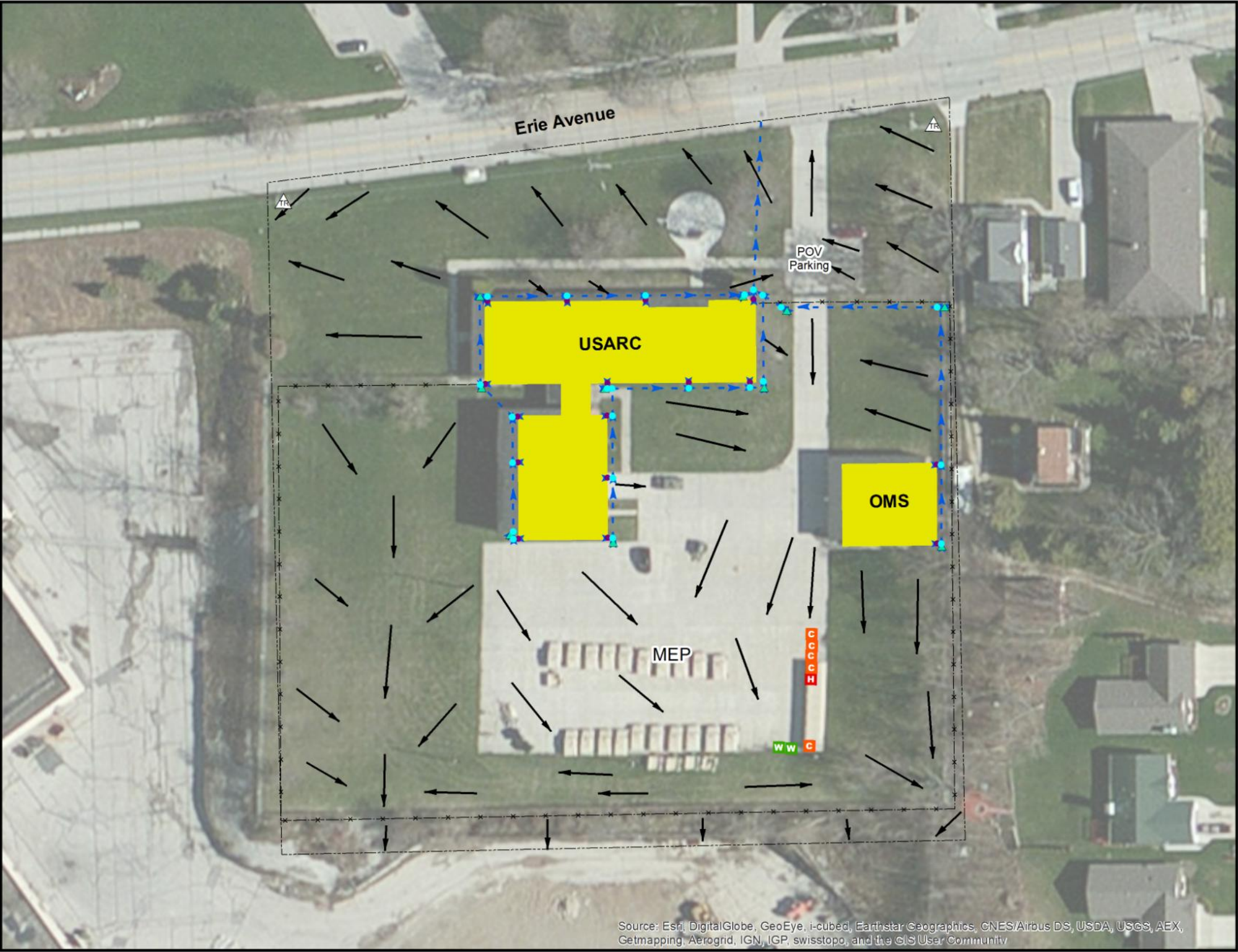
Stormwater Management Plan
WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655

88th Regional Support Command (RSC)
United States Army Reserve

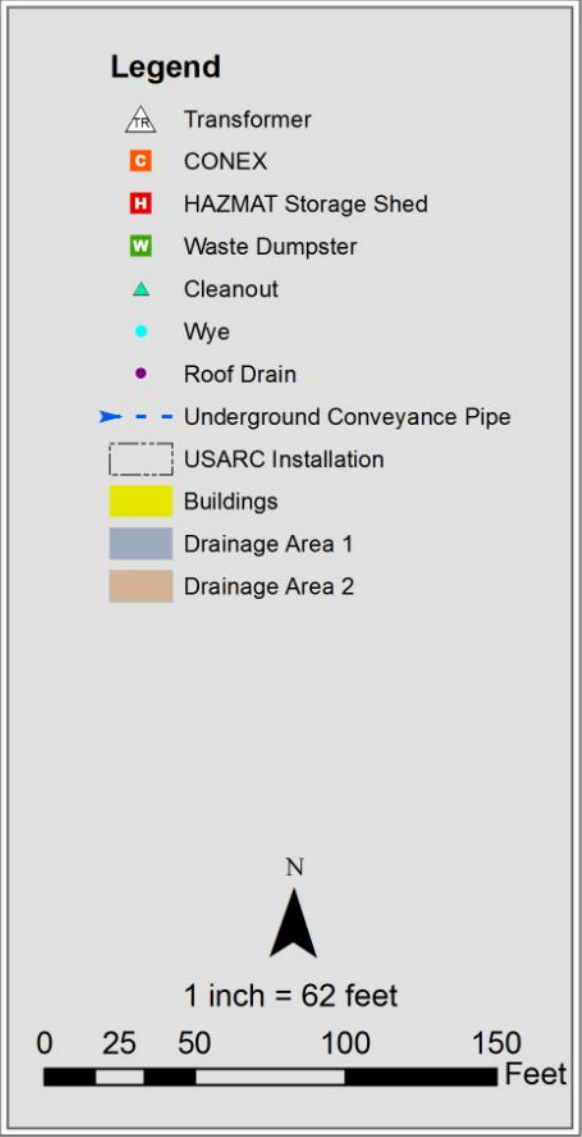
Figure 1
Site Location Map



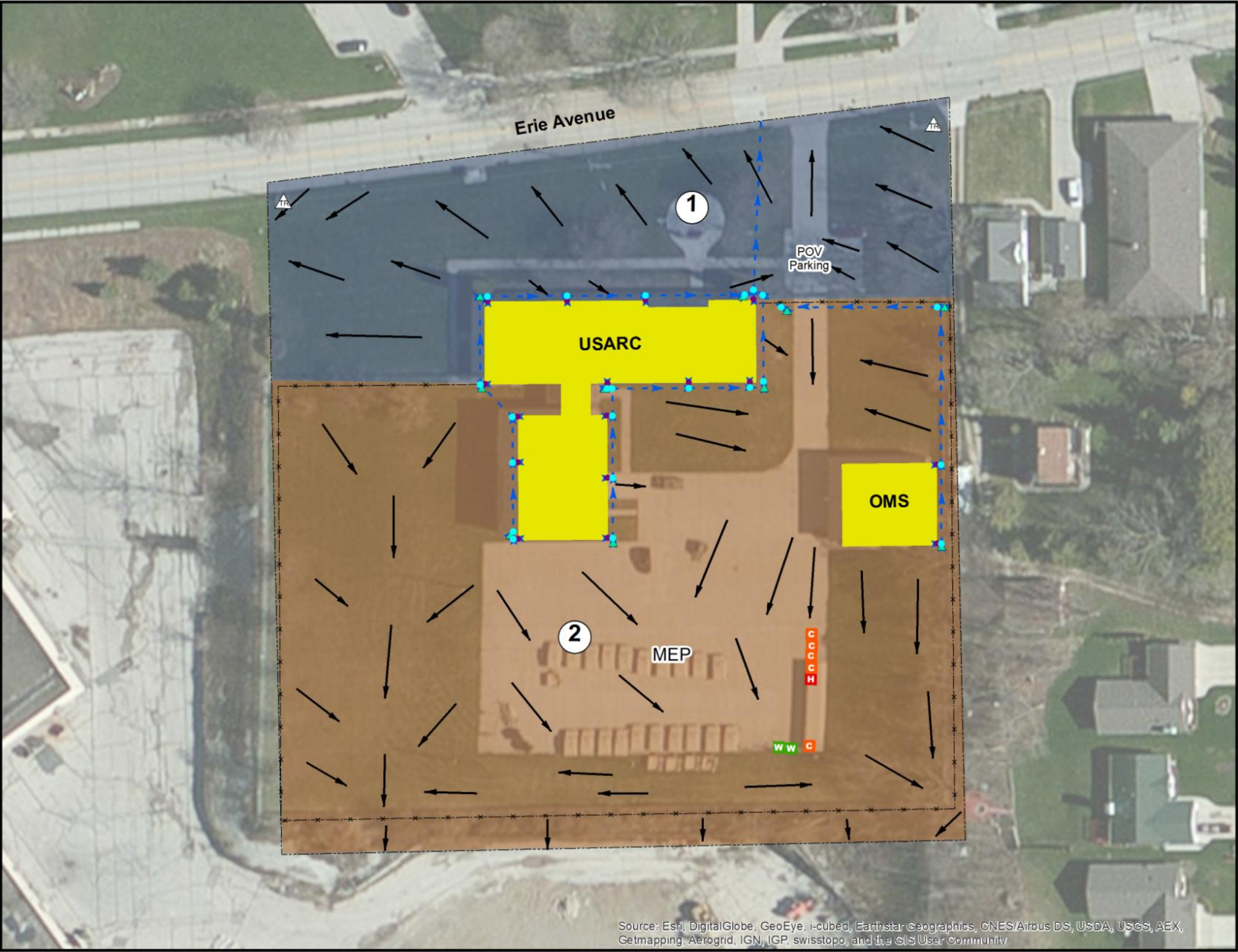
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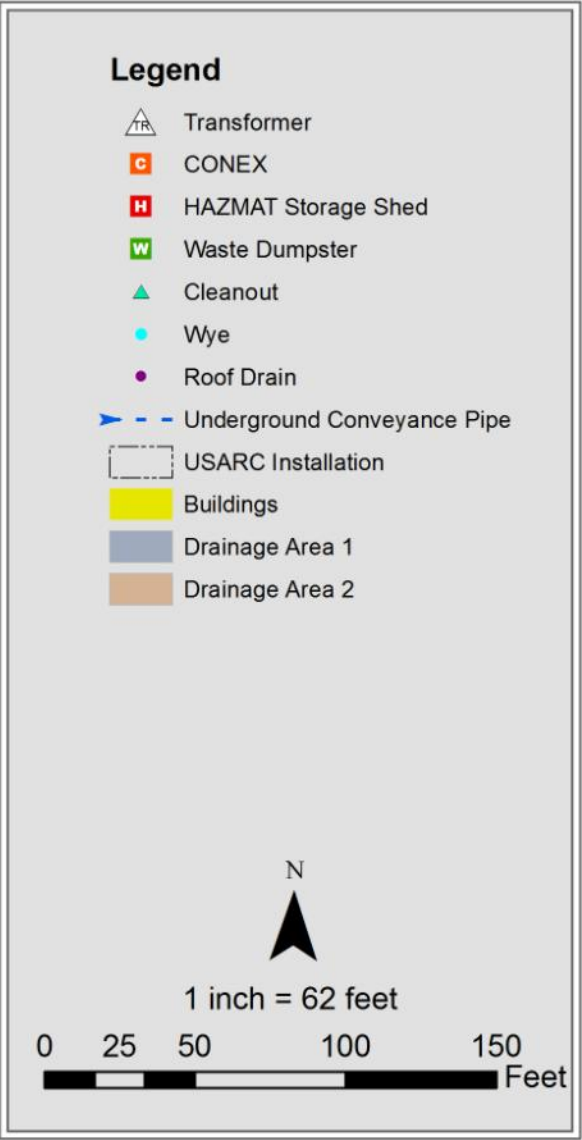
Stormwater Management Plan
WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655
88th Regional Support Command (RSC)
United States Army Reserve
Figure 2
Site Layout and Land Use Map



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Stormwater Management Plan
WI049/55985 William F. Fale USARC
2913 Erie Avenue
Sheboygan, Wisconsin 53081-3655
88th Regional Support Command (RSC)
United States Army Reserve
Figure 3
Site Drainage Map



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APPENDIX A

REGULATORY SUPPORTING INFORMATION

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APPENDIX A1
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
WISCONSIN POLLUTANT DISCHARGE ELIMINATION SYSTEM
PERMIT NO. WI-S067849-3
FOR STORMWATER DISCHARGES
EFFECTIVE DATE: MAY 13, 2011
EXPIRATION DATE: APRIL 30, 2016

The Wisconsin Department of Natural Resources General Permit can be found at this location: http://dnr.wi.gov/topic/stormwater/documents/S067849-3_Tier1_Permit.pdf

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APPENDIX A2

40 CFR § 122.26

The Code of Federal Regulations, Storm Water Discharges (40 CFR §122.26), can be found at this location:

<http://www.gpo.gov/fdsys/pkg/CFR-2013-title40-vol23/xml/CFR-2013-title40-vol23-sec122-26.xml>

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APPENDIX A3
MUNICIPAL CODE OF THE CITY OF SHEBOYGAN, WISCONSIN
APPENDIX E – POST-CONSTRUCTION STORMWATER MANAGEMENT
ZONING ORDINANCE

The Municipal Code of the City of Sheboygan, Wisconsin can be found at this location:
<https://library.municode.com/index.aspx?clientId=14340&stateId=49&stateName=Wisconsin>

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APPENDIX A4

EXEMPTED NON-STORMWATER DISCHARGES

Exempted non-stormwater discharges are listed within the Wisconsin Department of Natural Resources Permit at this location:

http://dnr.wi.gov/topic/stormwater/documents/S067849-3_Tier1_Permit.pdf

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APPENDIX B

ANNUAL FACILITY SITE INSPECTION CHECKLIST

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APPENDIX B1

ANNUAL FACILITY SITE INSPECTION COMPLETED CHECKLIST

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APPENDIX B2
ANNUAL FACILITY SITE INSPECTION BLANK CHECKLIST

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ANNUAL FACILITY SITE INSPECTION CHECKLIST

Facility_____

Year_____

Review site maps (Section 2).

- ☐ Inspect drainage areas to verify water flow paths and drainage area boundaries.
- ☐ Annotate the addition or removal of any structural control measures.
- ☐ Update location where materials are stored exposed to precipitation.
- ☐ Annotate location where significant spills or leaks have occurred during the past year.
- ☐ Note the removal, relocation, or installation of USTs, ASTs, or storage buildings.
- ☐ Note changes in permeable surface areas (e.g., paving projects).
- ☐ Note changes in stormwater conveyance systems.
- ☐ Annotate building additions, renovations, and demolitions.

- ☐ Review facility description text (Section 2).
 - ☐ Revise text to describe changes in site maps.
 - ☐ Describe changes in industrial activities (e.g., addition of vehicle washing or painting operations).

- ☐ Verify that plans referenced by the SWMP are up-to-date and maintained on site.
 - ☐ AR 200-1
 - ☐ AR 200-2
 - ☐ Include new yearly Hazardous Material Inventory.
 - ☐ Update Material Data Safety Sheet Files.
 - ☐ 88th RSC Internal and External SOPs.
 - ☐ Describe any new structural BMPs installed at the facilities.
 - ☐ Describe significant spills that have occurred during the past year (complete Table 2-3).
 - ☐ Inspect drainage areas and outfalls for evidence of non-stormwater discharges (NSWDs) (complete Table 2-4).
 - ☐ Include any stormwater monitoring data in Appendix C of the SWMP.
 - ☐ Describe any new chemicals, equipment, or materials that may be potential sources of stormwater pollution. Describe where these materials are stored and potential pollutants that may be discharged.

- ☐ Identify structural and non-structural BMPs to be implemented to mitigate new potential stormwater pollutant sources.

STORMWATER MANAGEMENT PLAN

Item 20.

ANNUAL FACILITY SITE INSPECTION CHECKLIST

Facility_____

Year_____

- ☐ Review BMPs (Section 3) and verify that BMPs are being followed:
 - ☐ Clean hazardous material and POL containers of drips or spills prior to returning them to the hazardous material storage locker.
 - ☐ Regularly pick up and dispose of garbage, used absorbent and waste material.
 - ☐ Maintain an orderly garbage disposal area. For example, pick up materials around the garbage disposal area that have not been properly disposed of in the garbage dumpster. Make sure that lids on the garbage dumpster are properly closed and in good working order to keep stormwater out of the garbage dumpsters.
 - ☐ Routinely inspect equipment and storage areas for leaks or conditions that could lead to discharges of chemicals or lubricants.
 - ☐ Store chemicals and POL materials at approved storage locations and out of precipitation and stormwater flow paths.
 - ☐ Remove all exposed material, trash, and pallets from the area or cover with a tarpaulin. Unneeded items should be discarded.
 - ☐ Designate a central location for scrap material (scrap metal, wooden pallets, etc.) and cover if feasible.
 - ☐ Cover with a tarpaulin the pallet used to store used tires.
 - ☐ Clean all catch basins to remove leaves, silt, sand, and any garbage that accumulates in these structures.
 - ☐ Inspect the vehicles that are stored on the property and provide drip pans for those that leak oil, transmission fluid, brake fluid, etc.
 - ☐ Spill prevention measures are employed during hazardous material delivery and transport.
 - ☐ Spill response kits are available for areas that would potentially require them.
 - ☐ Grassed areas are in good condition to prevent erosion.
 - ☐ Inspect the general stormwater drainage area for new sources of pollution.
 - ☐ Inspect material storage, handling, and parking areas.
 - ☐ Inspect and identify areas where erosion may occur.
 - ☐ Inspect garbage collection areas.
 - ☐ Inspect loading dock areas.
 - ☐ Describe new BMPs to replace ineffective BMPs.
 - ☐ Develop an implementation schedule for new BMPs.

STORMWATER MANAGEMENT PLAN

Item 20.

ANNUAL FACILITY SITE INSPECTION CHECKLIST

Facility_____

Year_____

- ☐ Review monitoring and reporting (Section 4) documentation and verify:
 - ☐ Visual monitoring of stormwater discharges was completed annually.
 - ☐ Visual observations of NSWDS completed annually, or detailed testing of storm sewer collection system (dye testing, smoke testing, or video camera observation) performed less than five years ago.
 - ☐ All full-time facility personnel have received training on SWMP requirements.

Additional Comments:

Signature:_____ Date:_____

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APPENDIX C

STORMWATER SYSTEM MAINTENANCE SCHEDULE

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Stormwater System Maintenance Schedule

Maintenance Activity	Activity Frequency
Vegetative Cover	
Mow and trim vegetation to maintain a vegetation height of 6 inches or less	Season Dependent
Seed or sod to restore dead or damaged ground cover	Annually or as needed
Roof Drains, Catch Basins, Manholes, Trench Drains and Flared End Sections	
Remove debris** from grates and openings	Quarterly and as needed
Remove accumulated sediment and/or debris**	Annually** or when depth exceeds 60% of sump depth or if clearance from debris to pipe invert is less than 6 inches
Ditches	
Repair damaged or eroded areas	As needed
Repair cracked components	As needed
Remove accumulated sediment** within the trench and at discharge points	Annually** or when depth exceeds 6 inches or reaches inlet pipe invert
Stormwater Pipes	
Clean sewer pipes	Semi-Annual or Annually**
Stormwater Ponds	
Mow and trim vegetation in and adjacent to pond(s) to maintain a vegetation height of 6 inches or less	Season Dependent
Remove debris from pond(s) and the inlet structure(s)	Quarterly and as needed
Stabilize pond outfalls to prevent scouring using riprap	As needed
Repair side slopes of pond(s) that have eroded or cracked by filling with suitable material, if needed, and establishing vegetation	As needed
Repair low spots and preferential flow paths in pond bottom(s) by filling with suitable material and establishing vegetation	As needed
Remove sediment** from pond bottom(s) when sediment exceeds 10% of the design pond depth	As needed indicated by quarterly assessments validated by necessity of sediment quantity.

** Review Section 5.0 - Maintenance for information on proper disposal of these materials.

** Recommended activity frequency for first year after construction. If frequency is excessive due to limited sediment build-up, frequency may be extended.

Note – Quarterly and Annual assessments of the stormwater ponds will be performed by the aFOS.

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APPENDIX D

STORMWATER SYSTEM ASSESSMENT SCHEDULE

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Stormwater System Assessment Schedule and Checklist

Assessment Item		Assessment Frequency	Assessment Conducted? (Y/N)	Maintenance Needed? (Y/N)	Comments	Initial & Date
Vegetative Cover						
1.	Is vegetation greater than 6 inches high?	Q				
2.	Is vegetation healthy?	Q				
3.	Do bare spots exist over more than 10% of site?	Q				
Roof Drains, Catch Basins, Manholes, Trench Drains, and Flared End Sections						
4.	Is debris present at grates or openings?	Q				
5.	Is localized flooding present?	Q				
6.	Is debris visible at structure bottom?	A				
7.	Are drains and structures in good condition?	A				
Ditches						
8.	Is there erosion or cracking on side slopes?	Q				
9.	Is localized flooding present?	Q				
10.	Is sediment or debris present within the ditch?	A				
Stormwater Sewer Pipes						
11.	Are pipes in good condition based on camera inspection?*	Every 5 years				
12.	Is debris present at pipe openings?	Q				
Retention Pond(s)						
13.	Is vegetation in and around pond greater than 6 inches high?	Q				
14.	Is debris present at pond inlet structure?	Q				
15.	Is there scouring at pond inlet structure?	Q				
16.	Is there erosion or cracking on side slopes of pond?	Q				
17.	Is there standing water in the pond after sufficient time has passed?	Q				
18.	Is there low spot(s) or preferred flow path in pond bottom?	Q				
19.	Is sediment accumulated in pond greater than 10% of designed pond depth?	Q				

* Storm Sewer Pipes should be inspected by camera as needed, plan on every 5 years for budget purposes.

Assessment Frequency during Nonfreezing Months: A = Annually Q = Quarterly

Note – Quarterly and Annual assessments of the stormwater ponds will be performed by the aFOS.

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APPENDIX E

STORMWATER OR SEDIMENT SAMPLING ANALYTICAL RESULTS

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No stormwater sampling data was available during the SAV performed on May 20, 2014.

R. O. No. 34 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a Summons and Complaint in the matter of Badger State Lofts,
LP vs. City of Sheboygan.

CITY CLERK

FILED

Item 21.

06-01-2022

Sheboygan County

Clerk of Circuit Court

2022CV000292

Honorable Samantha R.
Bastil

Branch 1

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN**BADGER STATE LOFTS, LP vs. CITY OF SHEBOYGAN Electronic Filing
Notice**Case No. 2022CV000292
Class Code: Money JudgmentCITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081Process Server
Date: 6/1/22 Time: 3:36 am
☐ Personal ☐ Substitute
☐ Posted ☐ Corporate

Case number 2022CV000292 was electronically filed with/converted by the Sheboygan County Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

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

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

Pro Se opt-in code: 150aea

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

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

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

Sheboygan County Circuit Court
Date: June 1, 2022

JUN 29 '22 3:47

FILED

Item 21.

06-01-2022

Sheboygan County

Clerk of Circuit Court

2022CV000292

Honorable Samantha R.
Bastil

Branch 1

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

BADGER STATE LOFTS, LP
9311 N. Meridian Street, Suite 100
Indianapolis, IN 46260-1865,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN,
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

SUMMONS

To each entity named above as Defendant:

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

Within 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to or electronically filed with the Court, whose address 615 North 6th Street, Sheboygan, Wisconsin 53081, and to plaintiff's attorneys, Reinhart Boerner Van Deuren s.c., whose address is 22 East Mifflin Street, Suite 700, Madison, Wisconsin 53703. You may have an attorney help or represent you.

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

Dated this 1st day of June, 2022.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Milwaukee, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Milwaukee, WI 53701-2018

Electronically signed by Don M. Millis

Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Karla M. Nettleton
State Bar ID No. 1098960
Attorneys for Plaintiff

STATE OF WISCONSIN
CIRCUIT COURT
SHEBOYGAN COUNTY

BADGER STATE LOFTS, LP
9311 N. Meridian Street, Suite 100
Indianapolis, IN 46260-1865,

Plaintiff,

v.

Case No. _____
Money Judgment - 30301

CITY OF SHEBOYGAN,
828 Center Avenue
Sheboygan, WI 53081,

Defendant.

COMPLAINT

Plaintiff Badger State Lofts LP ("Plaintiff"), by its undersigned counsel, Reinhart Boerner Van Deuren s.c., for its Complaint against the defendant the City of Sheboygan (the "City"), alleges as follows:

NATURE OF ACTION AND PARTIES

1. This action is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Plaintiff by the City for the 2021 tax year, plus statutory interest, with respect to a parcel of real property in the City (the "Property").

2. Plaintiff is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

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

4. The Property is located at 1031 Maryland Avenue, within the City, and is identified in the City's records as Tax Parcel No. 59281505650.

JURISDICTION AND VENUE

5. The Court has personal jurisdiction over the City pursuant to Wis. Stat. § 801.05(1).

6. Venue is appropriate in Sheboygan County pursuant to Wis. Stat. § 801.50(2)(a).

BACKGROUND FACTS

2021 Assessment - Background Facts

7. The Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

8. For 2021, property tax was imposed on property in the City at the rate of \$26.21 per \$1,000 of assessed value for the Property.

9. For 2021, the City's assessor set the assessment of the Property at \$14,307,000.

10. Plaintiff did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Plaintiff was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).

11. The City imposed tax on the Property in the amount of \$374,992.28.

12. Plaintiff timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.

13. On January 31, 2022, Plaintiff timely and personally served on the City Clerk a claim for excessive assessment pursuant to Wis. Stat. § 74.37(2) (the "2021 Claim"). A true and

correct copy of the 2021 Claim is attached hereto as **Exhibit A** and is incorporated herein by reference.

14. On or about March 4, 2022, Plaintiff received a letter from the City, stating that the City Common Council considered the 2021 Claim and disallowed the 2021 Claim in its entirety (the "2021 Disallowance"). A true and correct copy of the 2021 Disallowance is attached hereto as **Exhibit B** and is incorporated herein by reference

CLAIM FOR RELIEF

15. The allegations of paragraphs 1-14 are incorporated as if fully re-alleged herein.

2021 Assessment - Claim for Relief

16. The fair market value of the Property as of January 1, 2021 was no higher than \$6,500,000.

17. Based on the aggregate ratio of 78.6759827%, the correct assessment of the Property for the 2021 tax year was no higher than \$5,113,939.

18. Based on the tax rate of \$26.21 per \$1,000 of assessed value, the correct amount of property taxes on the Property for the 2021 tax year is no higher than \$134,038.

19. The 2021 assessment of the Property, as set by the City's Assessor and compared with other commercial properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 may be excessive in at least the amount of \$240,954.

20. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.

21. Plaintiff is entitled to a refund of 2021 tax in the amount of at least \$240,954, or such greater amount as may be determined to be due to Plaintiff, plus statutory interest.

WHEREFORE, Plaintiff respectfully requests the following relief:

A. A determination that the assessment of the Property for 2021 should be no higher than \$5,113,939;

B. A determination that the correct tax on the Property for 2021 should be no higher than \$134,038;

C. Judgment in the amount of \$240,954 or such greater amount as may be determined due to Plaintiff, plus statutory interest;

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

E. Such other and further relief as the Court deems appropriate and just.

Dated this 1st day of June, 2022.

Reinhart Boerner Van Deuren s.c.
22 East Mifflin Street, Suite 700
Madison, WI 53703
Telephone: 608-229-2200
Facsimile: 608-229-2100

Mailing Address:
P.O. Box 2018
Madison, WI 53701-2018

47405268

Electronically signed by Don M. Millis

Don M. Millis
State Bar ID No. 1015755
Sara Stellpflug Rapkin
State Bar ID No. 1076539
Shawn E. Lovell
State Bar ID No. 1079801
Karla M. Nettleton
State Bar ID No. 1098960
Attorneys for Plaintiff



Reinhart Boerner Van Deuren s.c.
P.O. Box 2018
Madison, WI 53701-2018

22 East Mifflin Street
Suite 700
Madison, WI 53703

Telephone: 608.229.2200
Fax: 608.229.2100
reinhartlaw.com

January 26, 2022

EXHIBIT

A

Don M. Millis, Esq.
Direct Dial: 608-229-2234
dmillis@reinhartlaw.com

CLAIM FOR EXCESSIVE ASSESSMENT

SERVED BY PROCESS SERVER

Meredith DeBruin, Clerk
City of Sheboygan
City Hall
828 Center Avenue, Suite 103
Sheboygan, WI 5308

Process Server
Date 1/31/22 Time 11:28 am
() Personal () Substitute
() Posted (x) Corporate

Dear Clerk:

Re: Tax Parcel No. 59281505650

Now comes Claimant, Badger State Lofts LP, owner of parcel 59281505650 0 (the "Property") in Sheboygan, Wisconsin, by Claimant's attorneys Reinhart Boerner Van Deuren s.c., and files this Claim for Excessive Assessment against the City of Sheboygan (the "City"), pursuant to Wis. Stat. § 74.37. You hereby are directed to serve any notice of disallowance on the undersigned agent of the Claimant.

1. This Claim is brought under Wis. Stat. § 74.37(3)(d), for a refund of excessive real estate taxes imposed on Claimant by the City for the year 2021, plus statutory interest, with respect to the Property.

2. Claimant is the owner of the Property, is responsible for the payment of property taxes and the prosecution of property tax disputes involving the Property and is authorized to bring this claim in its own name.

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

4. The Property is located at 1031 Maryland Avenue within the City and is identified in the City's records as Tax Parcel No. 59281505650.

5. The Wisconsin Department of Revenue determined that the aggregate ratio of property assessed in the City was 78.6759827% as of January 1, 2021.

Meredith DeBruin, Clerk
January 26, 2022
Page 2

6. For 2021, property tax was imposed on property in the City at the rate of \$26.210405 per \$1,000 for of the assessed value for Property.
7. For 2021, the City's assessor set the assessment of the Property at \$2,759,000.
8. Claimant did not receive any notice of the changed assessment pursuant to Wis. Stat. § 70.365. Therefore, Claimant was not required to comply with City's Board of Review procedures pursuant to Wis. Stat. § 74.37(4)(a).
9. The City imposed tax on the Property in the amount of \$374,992.28.
10. Claimant timely paid the property taxes imposed by the City on the Property for 2021, or the required installment thereof.
11. The fair market value of the Property as of January 1, 2021 was no higher than \$6,500,000.
12. Based on the aggregate ratio 78.6759827%, the correct assessment of the Property for 2021 is no higher than \$5,113,939.
13. Based on the tax rate of \$26.210405 per \$1,000 of assessed value, the correct amount of property tax on the Property for 2021 should be no higher than \$134,038.
14. The 2021 assessment of the Property, as set by the City's Board of Assessors and compared with other properties in the City was excessive and, upon information and belief, violated Article VIII, Section 1 (i.e., the Uniformity Clause) of the Wisconsin Constitution. As a result, the property tax imposed on the Property for 2021 was excessive in at least the amount of \$240,954.
16. Upon information and belief the City will take the position that the assessment of property in the City is at market value and, if true, then an over assessment of the Property constitutes a Uniformity Clause violation. As a result of the assessment of the Property, the Property bears an unreasonably disproportionate share of taxes on an ad valorem basis.
17. Claimant is entitled to a refund of 2021 tax in the amount of \$240,954, or such greater amount as may be determined to be due to Claimant, plus statutory interest.
18. The amount of this claim is \$240,954, plus interest thereon.

Meredith DeBruin, Clerk
January 26, 2022
Page 3

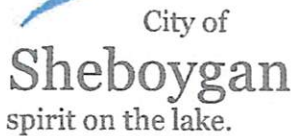
Dated at Madison, Wisconsin, this 26th day of January, 2022.

Sincerely yours,



Don M. Millis
Agent for Claimant

46684067



March 4, 2022

CERTIFIED & RESTRICTED MAIL

Reinhart Boerner Van Deuren s.c.
c/o Attorney Don Millis
22 East Mifflin Street, Suite 700
Madison, WI 53701-2018



Re: Your Claimant: Badger State Lofts LP
Date of Loss: 2021 Tax Year

Dear Attorney Millis:

City of Sheboygan staff have reviewed and considered your claim filed on January 31, 2022, concerning damages your claimant allegedly received, and denied it in full.

Please be advised that no lawsuit may be brought on this claim against the City of Sheboygan or any of its officials, officers, agents or employees after six (6) months from the date of receipt of this letter.

If you have any further questions on this claim, contact the City Attorney's office at 459-3917.

Sincerely,



Charles C. Adams
CITY ATTORNEY

CCA/mms

cc: City Clerk Meredith DeBruin
Financial Reporting Analyst Margo Wagner
Director of Liability Claims Allison DeFranze

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov**EXHIBIT**

213

WISCONSIN CITY ATTORNEY
 CENTER AVENUE, SUITE 2
 WISCONSIN, WI 53081



MILWAUKEE WI 530
 MAR 2022 PM 4 L



quadrant
 FIRST-CLASS MAIL
 IMI
\$013.33
 03/04/2022 ZIP 53081
 043M31230357

US POSTAGE

7016 2710 0000 7505 1581

NO RECEIPT
 REQUESTED

RESTRICTED DELIVERY

NL
 3/7

Reinhart Boerner Van Deuren s.c
 c/o Attorney Don Millis
 22 East Mifflin Street, Suite 700
 Madison, WI 53701-2018

RESTRICTED DELIVERY



53703-422575



II

R. O. No. 35 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting a claim from Khue Vang for alleged damages to vehicle when it struck an open sewer pothole on Arizona Avenue.

FAP

CITY CLERK

DATE RECEIVED

6-30-22

Item 22.

RECEIVED BY

NMC

CLAIM NO.

9-22

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: Khue Vang
2. Home address of Claimant: 1718 Fox Hill Rd, Sheboygan, WI 53081
3. Home phone number: 920-627-1588
4. Business address and phone number of Claimant: NA

5. When did damage or injury occur? (date, time of day) 6/3/22
6. Where did damage or injury occur? (give full description) passenger side rocker panel & frame. Front passenger door.

7. How did damage or injury occur? (give full description) I was driving on Arizona Ave (heading towards S. 17th St) when I heard a loud noise. I stopped my vehicle & saw that I ran over an open sewer pothole. Two neighbors came out & shared that the city worker left this pothole open for 2 days already. No traffic safety cones were placed around the pothole either.
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: City Workers
- (b) Claimant's statement of the basis of such liability: City worker left the pothole open without putting safety cones around the open pothole. Dangerous & caused several accidents.

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: Sewer Pothole

- (b) Claimant's statement of basis for such liability: left pothole open cause damage to vehicles

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

Vehicle is deem total loss by a local body Shop - Sheboygan Chev (Patrick Kerbe - consultant)

11. Name and address of any other person injured: No estimate but only visual check by the damage app

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

Auto: \$ 9000 - \$ 11,000 so will average \$ 10,000
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
TOTAL \$ 10,000

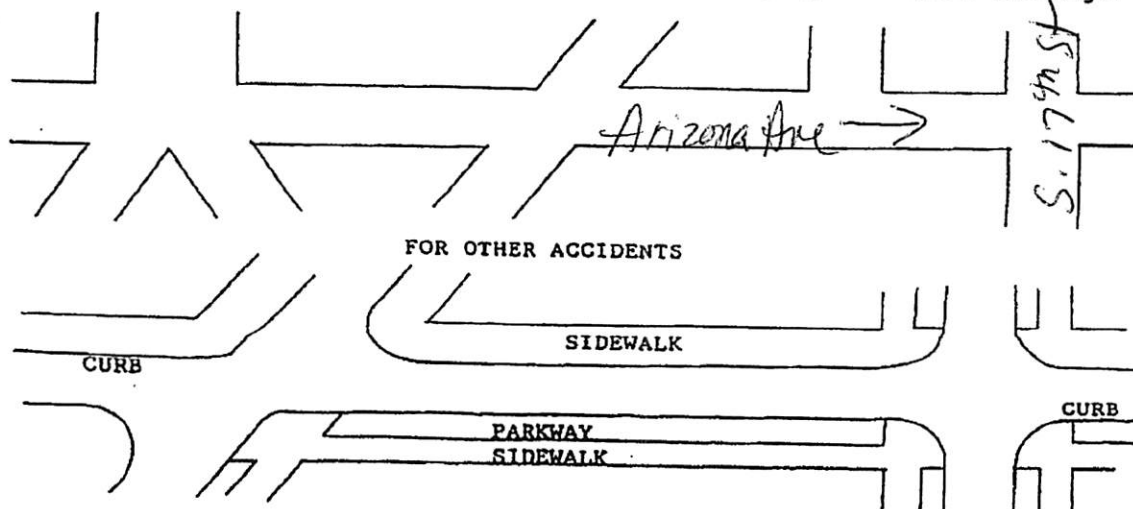
Damaged vehicle (if applicable)

Make: Honda Model: Ridgeline Year: 2007 Mileage: 202,390

Names and addresses of witnesses, doctors and hospitals: Two neighbors that lives on Arizona Ave. One neighbor who is a lady lives at 1731 Arizona Ave. She has video pm.

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 Khue Voong DATE 6/30/22

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: Khue VangAuto \$ 10,000Claimant's Address: 1718 Fox Hill Rd

Property \$ _____

Sheboygan, WI 53081

Personal Injury \$ _____

Claimant's Phone No. 920-627-1588

Other (Specify below) \$ _____

I, Khue Vang, authorized the City of Sheboygan to talk to my son David Vang on behalf of this claim.

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

TOTAL \$ 10,000

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 \$ 10,000.

SIGNED Khue VangDATE: 6/30/22ADDRESS: 1718 Fox Hill Rd, Sheboygan, WI 53081

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

SHEBOYGAN
CHEVROLET | BUICK | GMC | CADILLAC

SHEBOYGAN
CHRYSLER | DODGE | JEEP | RAM

"Like Us" On Facebook.

Patrick Karbe
Collision Consultant

920-459-6855 ext. 349 888-459-6855 Fax (920) 459-6286

patrick.karbe@sheboyganauto.com www.sheboyganauto.com
Exit 123 East I-43 3400 S. Business Drive, Sheboygan, WI 53081

On 6/21/22, son (David Vang) ⁹²⁰⁻⁶²⁷⁻¹⁵⁸⁸ took the vehicle to Sheboygan Chevy to get an estimate.

Patrick inspected the visible damage area and told David that based on what he can see (not even lifting the vehicle up), it's a total loss. Once the vehicle is lifted up, there could be additional damage.

R. O. No. 36 - 22 - 23. By CITY CLERK. July 5, 2022.

Submitting various license applications.

City Clerk

CHANGE OF AGENT

Lucie Derks is replacing Jason Steffen as agent effective immediately for Festival Foods located at 595 S. Taylor Drive.

"CLASS A" LIQUOR LICENSE (June 30, 2023) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3557	Jai Petroleum And Investment LLC (J Mart)	2420 Calumet Drive

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3559	The spices of the East LLC (Jay's Restaurant and Bar)	4604 S. Business Drive

CIGARETTE/TOBACCO (June 30, 2023) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2389	The Epicure Lounge	1116 Michigan Avenue

GHS

III
Res. No. 37 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 5, 2022.

A RESOLUTION authorizing entering into a contract with Fifth Asset, Inc. d/b/a DebtBook for the financial management of leases, IT subscriptions, and General Obligation Debt.

WHEREAS, the rules are being suspended to allow immediate approval of this resolution in order to take full advantage of the contract term; and

WHEREAS, over the past five years, the Governmental Accounting Standards Board ("GASB") has been refining Statement 87 which addresses the management of lease reporting for government agencies; and

WHEREAS, GASB Statement 87 has now gone into effect, requiring government agencies to record lease liabilities (lessee and lessor) with a duration of longer than 12 months; and

WHEREAS, the City of Sheboygan has approximately 93 leases that have to be amortized and recorded in Tyler Munis to be in compliance with GASB Statement 87; and

WHEREAS, GASB is currently creating GASB Statement 96 which will require similar requirements for all Information Technology subscriptions (software contracts) and Fifth Asset, Inc. d/b/a DebtBook ("DebtBook") has proactively adapted their software to comply; and

WHEREAS, our current financial software does not have the capability to manage this requirement and city staff has learned many local governments, of comparable size, have contracted with DebtBook to manage their lease accounting, making the software an industry best practice; and

WHEREAS, DebtBook was originally designed to manage General Obligation ("GO") Debt and the city has selected a pricing tier that will allow us to utilize this software to manage our debt at no additional cost; and

WHEREAS, staff has negotiated a contract with DebtBook to manage our leases, IT subscriptions, and GO Debt for \$15,000 per year. This contract includes free implementation and is price-locked for three years; and

WHEREAS, the City Attorney's Office has reviewed and approved the provisions related to Indemnification and allowing for a lower limit of liability for non-Intellectual Property matters given the lower risk presented by this agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is hereby authorized to execute the three-year contract with Fifth Asset, Inc. d/b/a DebtBook commencing July 5, 2022 and expiring July 4, 2025, a copy of which is attached hereto.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ORDER FORM

Fifth Asset, Inc., d/b/a DebtBook ("**DebtBook**") is pleased to provide **Sheboygan, WI** ("**Customer**") with the Services subject to the terms established in this Order Form. This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

The Services are subject to DebtBook's General Terms & Conditions (the "**Terms & Conditions**"), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

Order Details

Effective Date: 7/5/2022

Initial Term End Date: 7/4/2025

Initial Pricing Tier: Tier 3

Billing Frequency: Annually

Payment Terms: Net 30

Services. Subject to the terms described in this Order Form, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the initial implementation and onboarding process, DebtBook will provide Customer with the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a one-time Implementation Fee for its initial Implementation Services and (2) a recurring Subscription Fee for Customer's ongoing access to the Application Services and Support Services.

Generally, DebtBook sets Fees using its standard pricing schedule for the Services based on the Customer's applicable Pricing Tier, which is based on the total number and amount of debt and lease obligations outstanding at the time of determination. The Initial Pricing Tier indicated above is based on Customer's good faith estimate of its total number and amount of debt and lease obligations currently outstanding and will not change during the Initial Term, regardless of (1) the actual number or amount of the Customer's debt and lease obligations implemented as part of the Implementation Services or (2) any changes during the Initial Term to Customer's debt and lease obligations.

Billing. Unless otherwise provided in the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Initial Term is subject to renewal on the terms set forth in the Terms & Conditions. The pricing tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's debt and lease obligations outstanding at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Entire Agreement. By executing this Order Form, each party agrees to be bound by (1) this Order Form, (2) the Terms & Conditions, (3) the Incorporated Documents, and (4) any Customer Terms.

This Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete "Agreement" between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Public Records. DebtBook expressly agrees and understands that Customer's obligations under Section 5 of the Terms & Conditions are subject in all respects to, and only enforceable to the extent permitted by the applicable public records laws of the State of Wisconsin and any similar federal laws.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

SHEBOYGAN, WISCONSIN

By: _____
 Name: Tyler Traudt
 Title: CEO

By: _____
 Name: _____
 Title: _____

Notice Address

300 W. Summit Avenue, Suite 110
 Charlotte, NC 28203
 Attention: Chief Executive Officer
 tyler.traudt@debtbook.com

Notice Address

828 Center Ave.
 Sheboygan, WI 53081
 Attention: Kaitlyn Krueger
 kaitlyn.krueger@sheboyganwi.gov

Billing Contact

828 Center Ave.
 Sheboygan, WI 53081
 Attention: Kaitlyn Krueger
 kaitlyn.krueger@sheboyganwi.gov

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer's access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer's use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Services**” means DebtBook's debt and lease management software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer's employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook's end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook's website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions for new features, functionality, or changes to the DebtBook IP.

“**Governing State**” means, if Customer is a governmental entity, the state in which Customer is located. Otherwise, “Governing State” means the State of North Carolina.

“**Implementation Services**” means onboarding and implementation services, including entry of relevant data, as necessary to make the Application Services available to the Customer during the Initial Term.

“**Incorporated Documents**” means, collectively, the Privacy Policy, the Documentation, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated

Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term, including, in each case, any applicable Order Form Supplement.

“Order Form Supplement” means any Order Form Supplement expressly referenced and incorporated by reference into any Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) **Suspension.** Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement; (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. **Service Levels and Support.** Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. **Fees and Payment.**

(a) **Fees.** Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) **Taxes.** All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. **Confidential Information.**

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential

Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party and make a reasonable effort to obtain a protective order; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Receiving Party may retain copies for record retention purposes as required by applicable law or such party's established record retention policy.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5, on written request by Customer made within 30 days after the effective date of termination of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR

WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE

EXCEED THE TOTAL AMOUNT PAID TO DEBTBOOK UNDER THE AGREEMENT. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) Entire Agreement; Order of Precedence. The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a “**Notice**”) must be in writing and addressed, if to Customer, to the recipients and addresses set forth on the Order Form (or to such other address as Customer may designate from time to time in accordance with this Section). All Notices to DebtBook must be addressed to the recipients and addresses set forth at <https://www.debtbook.com/legal>. All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party’s reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) **Assignment.** Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) **Marketing.** Neither party may issue press releases related to the Agreement without the other party’s prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) **State-Specific Certifications & Agreements.** To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

III

Res. No. 34 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 5, 2022.

A RESOLUTION authorizing the purchase of 1214 South 11th Street to assist in infrastructure development for the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Residential Offer to Purchase between the City of Sheboygan and Toby Tyler Watson, thereby authorizing the purchase of the property and removing the contingency for Common Council approval found at line 544 of the Residential Offer to Purchase.

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

FP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-11 RESIDENTIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON June 27, 2022 [DATE] IS (AGENT OF BUYER)2 ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE3 The Buyer, City of Sheboygan4 offers to purchase the Property known as [Street Address] 1214 South 11th Street5 in the City of Sheboygan, County6 of Sheboygan, Wisconsin (Insert additional description, if any, at lines 543-551 or

7 in an addendum per line 573), on the following terms:

8 **PURCHASE PRICE** The purchase price is One Hundred Fifteen Thousand and 00/1009 Dollars (\$115,000.00).10 **INCLUDED IN PURCHASE PRICE** Included in purchase price is the Property, all Fixtures on the Property as of the date11 stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: N/A

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16 **NOTE:** The terms of this Offer, not the listing contract or marketing materials, determine what items are included or not included.17 **NOT INCLUDED IN PURCHASE PRICE** Not included in purchase price is Seller's personal property (unless included at18 lines 12-16) and the following: N/A

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23 **CAUTION:** Identify Fixtures that are on the Property (see lines 26-36) to be excluded by Seller or that are rented

24 (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.

25 "Fixture" is defined as an item of property which is physically attached to or so closely associated with land, buildings or

26 improvements so as to be treated as part of the real estate, including, without limitation, physically attached items not easily

27 removable without damage to the premises, items specifically adapted to the premises and items customarily treated as

28 fixtures, including, but not limited to, all: garden bulbs; plants; shrubs and trees; screen and storm doors and windows;

29 electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central heating and cooling units

30 and attached equipment; water heaters, water softeners and treatment systems; sump pumps; attached or fitted floor

31 coverings; awnings; attached antennas and satellite dishes (but not the component parts); audio/visual wall mounting

32 brackets (but not the audio/visual equipment); garage door openers and remote controls; installed security systems; central

33 vacuum systems and accessories; in-ground sprinkler systems and component parts; built-in appliances; ceiling fans;

34 fences; in-ground pet containment systems, including receiver components; storage buildings on permanent foundations

35 and docks/piers on permanent foundations.

36 **CAUTION:** Exclude any Fixtures to be retained by Seller or that are rented (e.g., water softeners or other water

37 treatment systems, LP tanks, etc.) on lines 20-23 or at lines 543-551 or in an addendum per line 573).

38 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer39 on or before July 11, 2022. Seller may keep the

40 Property on the market and accept secondary offers after binding acceptance of this Offer.

41 **CAUTION:** This Offer may be withdrawn prior to delivery of the accepted Offer.42 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical

43 copies of the Offer.

44 **CAUTION:** Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term

45 deadlines running from acceptance provide adequate time for both binding acceptance and performance.

46 **CLOSING** This transaction is to be closed on no later than August 31, 202247 at the place selected by Seller,

48 unless otherwise agreed by the Parties in writing. If the date for closing falls on Saturday, Sunday, or a federal or a state

49 holiday, the closing date shall be the next Business Day.

50 **CAUTION:** To reduce the risk of wire transfer fraud, any wiring instructions received should be independently

51 verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real

52 estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money

53 transfer instructions.

Property Address: 1214 South 11th Street, Sheboygan, Wisconsin

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EARNEST MONEY

■ **EARNEST MONEY** of \$ _____ accompanies this Offer.

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

■ **EARNEST MONEY** of \$ 10,000.00

will be mailed, or commercially, electronically or personally delivered within 10 days ("5" if left blank) after acceptance.

All earnest money shall be delivered to and held by (listing Firm) (drafting Firm) (other identified as _____)

Seller

STRIKE THOSE NOT APPLICABLE

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

CAUTION: If a Firm does not hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 67-87 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.

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

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

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

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

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

■ **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property that includes one to four dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . . to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.

■ **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 112-177) other than those identified in Seller's Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and

INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

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

a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks;

Property Address: 1214 South 11th Street, Sheboygan, Wisconsin

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- 115 overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.
- 116 b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood-burning stove or
117 fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.
- 118 c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke
119 detector or carbon monoxide detector laws.
- 120 d. Defects in any structure, or mechanical equipment included as fixtures or personal property.
- 121 e. Rented items located on the Property such as a water softener or other water conditioner system.
- 122 f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water
123 supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other
124 potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic
125 substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on
126 but not directly serving the Property.
- 127 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**
128 **properties built before 1978.**
- 129 g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic
130 substances on neighboring properties.
- 131 h. The Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the
132 Property or in a well that serves the Property, including unsafe well water.
- 133 i. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other
134 sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned
135 according to applicable regulations.
- 136 j. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground
137 or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the
138 tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708,
139 whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)
- 140 k. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an
141 "LP" tank on the Property.
- 142 l. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling
143 that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose
144 district, such as a drainage district, that has authority to impose assessments.
- 145 m. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting
146 Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving
147 the Property without required state or local permits.
- 148 n. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit
149 and there are common areas associated with the Property that are co-owned with others.
- 150 o. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain,
151 wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin
152 Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures
153 related to shoreland conditions, enforceable by the county.
- 154 p. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the
155 Property; or, other than public rights of way, nonowners having rights to use part of the Property, including, but not limited
156 to, private rights-of-way and easements other than recorded utility easements.
- 157 q. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment
158 conversion charge; or payment of a use-value assessment conversion charge has been deferred.
- 159 r. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop
160 Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.
- 161 s. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will
162 be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of
163 which the Property owner is a member.
- 164 t. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint
165 driveway) affecting the Property.
- 166 u. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance
167 claims relating to damage to the Property within the last five years.
- 168 v. A pier attached to the Property not in compliance with state or local pier regulations; a written agreement affecting
169 riparian rights related to the Property; or the bed of the abutting navigable waterway is owned by a hydroelectric operator.
- 170 w. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or
171 other insect infestations.
- 172 x. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one
173 or more burial sites on the Property.
- 174 y. Agreements binding subsequent owners such as a lease agreement or extension of credit from an electric cooperative.
- 175 z. ~~Owner is a foreign person as defined in the Foreign Investment in Real Property Tax Act in 26 IRC § 1445(f).~~

176 ~~aa. Other Defects affecting the Property, including, without limitation, drainage easement or grading problems; or~~
 177 ~~excessive sliding, settling, earth movement or upheavals.~~

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

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

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

193 ~~**INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 178-182).~~

194 (1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection
 195 of the Property after the date on line 1 of this Offer that discloses no Defects.

196 (2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an
 197 inspection of _____

198 _____ (list any Property component(s)
 199 to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

200 (3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided
 201 they occur prior to the Deadline specified at line 206. Inspection(s) shall be performed by a qualified independent
 202 inspector or independent qualified third party.

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

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

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

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

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

212 **NOTE:** "Defect" as defined on lines 445-447 means a condition that would have a significant adverse effect on the
 213 value of the Property; that would significantly impair the health or safety of future occupants of the Property; or
 214 that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life
 215 of the premises.

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

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

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

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

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

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

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

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

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

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

227 ~~**RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the~~
 228 ~~results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable~~
 229 ~~Environmental Protection Agency (EPA) and Wisconsin Department of Health Services (DHS) protocols and standards~~
 230 ~~indicating an EPA average radon level of less than 4.0 picocuries per liter (pCi/L), at (Buyer's) (Seller's) **STRIKE ONE**~~
 231 ~~("Buyer's" if neither is stricken) expense.~~

232 This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance delivers
 233 to Seller a written copy of the radon test results indicating a radon level of 4.0 pCi or higher and written notice objecting to
 234 the radon level in the report.

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

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

237 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,

238 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0 pCi/L no later than three days prior to closing.

241 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:

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

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

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

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

246 **NOTE:** For radon information refer to the EPA at epa.gov/radon or the DHS at dhs.wisconsin.gov/radon.

247 **IF LINE 248 IS NOT MARKED OR IS MARKED N/A LINES 296-307 APPLY.**

248 ☐ **FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written

249 [loan type or specific lender, if any] first mortgage loan commitment as described

250 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than \$

251 _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial

252 monthly payments of principal and interest shall not exceed \$ _____. Buyer acknowledges that lender's

253 required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance

254 premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium. Buyer agrees

255 to pay discount points in an amount not to exceed _____% ("0" if left blank) of the loan. If Buyer is using multiple loan

256 sources or obtaining a construction loan or land contract financing, describe at lines 543-551 or in an addendum attached

257 per line 573. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination fees, to promptly

258 apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller agrees to allow

259 lender's appraiser access to the Property.

260 **LOAN AMOUNT ADJUSTMENT:** If the purchase price under this Offer is modified, any financed amount, unless otherwise

261 provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments

262 shall be adjusted as necessary to maintain the term and amortization stated above.

263 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 264 or 265.**

264 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____%.

265 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____%. The initial interest rate

266 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____% ("2" if

267 left blank) at the first adjustment and by not more than _____% ("1" if left blank) at each subsequent adjustment.

268 The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus _____% ("6" if

269 left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.

270 **SATISFACTION OF FINANCING COMMITMENT CONTINGENCY:** If Buyer qualifies for the loan described in this Offer

271 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.

272 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment

273 (even if subject to conditions) that is:

274 (1) signed by Buyer; or

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

276 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy

277 this contingency.

278 **CAUTION:** The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender to

279 provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment

280 Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.

281 **SELLER TERMINATION RIGHTS:** If Buyer does not deliver a loan commitment on or before the Deadline on line 250.

282 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of

283 written loan commitment from Buyer.

284 **FINANCING COMMITMENT UNAVAILABILITY:** If a financing commitment is not available on the terms stated in this

285 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall

286 promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of

287 unavailability.

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

289 (1) Buyer delivery of written notice of evidence of unavailability as noted in lines 284-287; or

290 (2) the Deadline for delivery of the loan commitment set on line 250

291 to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same

292 terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.

293 If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to

294 cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit

295 worthiness for Seller financing.

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296 ~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT~~ Within _____ days ("7" if left blank) after

297 acceptance, Buyer shall deliver to Seller either:

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

300 (2) _____ [Specify documentation Buyer agrees to deliver to Seller].

301
302 If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written
303 notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain
304 mortgage financing but does not need the protection of a financing commitment contingency. Seller agrees to allow Buyer's
305 appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject
306 to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of
307 access for an appraisal constitute a financing commitment contingency.

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

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

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

316 If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase
317 price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal
318 report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated
319 by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.

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

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

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

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

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

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

328 ☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of
329 Buyer's property located at _____
330 no later than _____ (the Deadline). If closing does not occur by the Deadline, this

331 Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification
332 from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds
333 to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or
334 proof of bridge loan shall not extend the closing date for this Offer.

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

338 (1) Written waiver of the Closing of Buyer's Property Contingency if line 328 is marked;

339 (2) Written waiver of _____ (name other contingencies, if any); and

340
341 (3) Any of the following checked below:

342 ☐ Proof of bridge loan financing.

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

345 Other: _____

346
347 [Insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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

355 **HOMEOWNERS ASSOCIATION** If this Property is subject to a homeowners association, Buyer is aware the Property may
356 be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time

shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

CAUTION: Consider a special agreement if area assessments, property owners association assessments, special charges for current services under Wis. Stat. § 88.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 88.0617(1)(b).

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

_____. Insert additional terms, if any, at lines 543-551 or attach as an addendum per line 573.

DEFINITIONS

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

BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

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

DEFECT: "Defect" 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.

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

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

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

INCLUSION OF OPTIONAL PROVISIONS: Terms of this Offer that are preceded by an OPEN BOX (☐) are part of 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.

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

CAUTION: Buyer should verify total square footage formula, total square footage/acreage figures, and land, 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

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477 the Property.

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

482 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in
 483 this Offer at lines 543-551 or in an addendum attached per line 573, or lines 426-430 if the Property is leased. At time of
 484 Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except
 485 for personal property belonging to current tenants, or sold to Buyer or left with Buyer's consent. Occupancy shall be given
 486 subject to tenant's rights, if any.

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

490 If Buyer defaults, Seller may:

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

494 If Seller defaults, Buyer may:

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

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

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

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

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

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

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

522 Seller hereby represents that Seller is a non-Foreign Person, unless (1) Seller represents Seller is a Foreign Person in a
 523 condition report incorporated in this Offer per lines 105-108, or (2) no later than 10 days after acceptance, Seller delivers
 524 notice to Buyer that Seller is a Foreign Person, in which cases the provisions on lines 530-532 apply.

525 **IF SELLER IS A NON-FOREIGN PERSON.** Seller shall, no later than closing, execute and deliver to Buyer, or a qualified
 526 substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's
 527 non-foreign status in accordance with IRC § 1445. If Seller fails to timely deliver certification of Seller's non-foreign status,
 528 Buyer shall: (1) withhold the amount required to be withheld pursuant to IRC § 1445; or, (2) declare Seller in default of this
 529 Offer and proceed under lines 494-501.

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

533 **COMPLIANCE WITH FIRPTA.** Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument,
 534 affidavit, or statement needed to comply with FIRPTA, including withholding forms. If withholding is required under IRC §
 535 1445, and the net proceeds due Seller are not sufficient to satisfy the withholding required in this transaction, Seller shall

536 deliver to Buyer, at closing, the additional funds necessary to satisfy the applicable withholding requirement. Seller also
537 shall pay to Buyer an amount not to exceed \$1,000 for actual costs associated with the filing and administration of forms,
538 affidavits, and certificates necessary for FIRPTA withholding and any withholding agent fees.
539 Any representations made by Seller with respect to FIRPTA shall survive the closing and delivery of the deed.
540 Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption
541 applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding
542 FIRPTA.

543 ADDITIONAL PROVISIONS/CONTINGENCIES

544 Offer is contingent upon Common Council approval, _____

545 _____

546 Seller warrants that the property is vacant, and that no person or entity holds any right to be on the property, whether as a tenant or
547 otherwise. LS

548 _____

549 _____

550 _____

551 _____

552 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
553 written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines
554 555-570.

555 ☐ (1) **Personal**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at
556 line 557 or 558.

557 Name of Seller's recipient for delivery, if any: _____

558 Name of Buyer's recipient for delivery, if any: _____

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

560 Seller: (_____) Buyer: (_____) _____

561 ☐ (3) **Commercial**: depositing the document or written notice, fees prepaid or charged to an account, with a
562 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's
563 address at line 566 or 567.

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

566 Address for Seller: 403 Lakewood Court, Kohler, WI 53044

567 Address for Buyer: 828 Center Ave., Suite 208, Sheboygan, WI 53081

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

569 Email Address for Seller: tobytylerwatson@gmail.com

570 Email Address for Buyer: chad.pelishak@sheboyganwi.gov

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

573 ☐ **ADDENDA**: The attached _____ is/are made part of this Offer.

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

CITY OF SHEBOYGAN

575 (x) Ryan Sorenson Ryan Sorenson

576 Buyer's Signature ▲ Print Name Here ▶ Ryan Sorenson, Mayor

6/27/22

Date ▲

577 (x) Meredith DeBruin

578 Buyer's Signature ▲ Print Name Here ▶ Meredith DeBruin, City Clerk

6/27/22

Date ▲

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

583 (x) Toby Tyler Watson
584 Seller's Signature ▲ Print Name Here ▶ Toby Tyler Watson

Date ▲

585 (x) _____
586 Seller's Signature ▲ Print Name Here ▶

Date ▲

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

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

589 This Offer is rejected _____ This Offer is countered [See attached counter]

590 Seller Initials ▲ Date ▲

Seller Initials ▲ Date ▲

III

Res. No. 36 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 5, 2022.

A RESOLUTION authorizing the appropriate City officials to execute the documents necessary to purchase an ambulance from American Response Vehicles, Inc. for the Sheboygan Fire Department and to make other purchases necessary to equip the new ambulance.

WHEREAS, it is in the best interest of the City that the Sheboygan Fire Department purchase a new ambulance; and

WHEREAS, funding for the purchase of the ambulance has been included in the 2023 budget; and

WHEREAS, payment for the ambulance will be made at the time of delivery; and

WHEREAS, the ambulance is estimated to be delivered in 2023 due to longer-than-normal lead times; and

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

WHEREAS, one such cooperative purchasing plan is HGACBuy, a cooperative purchasing program administered by the Houston-Galveston Area Council ("HGAC"); and

WHEREAS, under the HGACBuy pricing, the cost of the ambulance is \$350,848.00; and

WHEREAS, City Staff recommends purchasing the new ambulance with the options detailed on the attached Contract Pricing Worksheet from American Response Vehicles, Inc. through HGACBuy; and

WHEREAS, although the City will not take possession of the ambulance until 2023, it is in the best interest of the City to pre-order the ambulance in order to secure 2022 pricing.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials may execute the documents necessary to purchase the ambulance described on the attached Contract Pricing Worksheet pursuant to the terms and conditions of HGAC Contract Number AM10-20, a copy of which is available at <https://www.hgacbuy.org/contracts/documents?contractid=106>, at a cost of \$350,848.00.

FHP

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds in the amount of \$350,848.00, for the purchase of the ambulance and other equipment necessary to equip the ambulance, from Account No. 400200-651100 (Capital Projects - Public Safety - Vehicles).

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Part No	Published Options	Qty	Each	Extended
01-00-0001	Chassis Upgrade: Ford Chassis to 4x4	1	3565	Item 26.
01-00-0003	X Series Upgrade	1	22433	22433
02-B0-CC1B	Compartment Ventilation - M-1A Pancake Fan & 1-Column of Louvers	1	64	64
02-BC-1000	Compartment Doors: DOUBLE DOORS, ILOS single	1	254	254
02-BD-0120	Body Drop: 6" Both Sides, Ahead of Rear Wheels	1	197	197
02-X1-M379	M-3 Compt (LR): 61.5" H x 25.0" W x 20.0" D	1	394	394
04-AS-0204	Fuel over Fill protection plate: Stainless Steel	1	36	36
04-AS-0440	DEF over fill protection plate: Stainless Steel	1	36	36
04-TS-1016	Tool plate on uni-strut, .125 Smooth Aluminum/DA sanded in compartment	7	88	616
04-TS-11B0	Shelf, Adjustable, Ext: .125 Aluminum, 2" Upward Lips	2	142	284
04-TS-1200	M-5 Shelf, Adjustable, Ext: .125 Aluminum, Partial Width 2" lips upward	2	71	142
04-TS-14M1	M1 Divider, Vertical, Full compartment height, alum, Fixed	1	130	130
04-TS-14M3	M-5 Divider, Vertical, Full compartment height, alum, Fixed	2	130	260
04-TS-STR3	Strap: 2" Webb, w/ Chrome Metal Seatbelt buckle w footman loops IATS	1	20	20
05-EA-2400	Grab Handle, Exterior, at CS door	1	97	97
05-EL-1450	Front Turn, Whelen M6 Series w/arrow, LED, Pair, IATS	1	258	258
05-EL-2420	Stop/Tail, Whelen M6 Series, LED, Pair	1	252	252
05-EL-2426	Turn, Whelen M6 Series, LED, Pair	1	224	224
05-EL-2432	Back up, Whelen M6 Series, LED, Pair	1	326	326
05-EL-45L4	Left Scene Lights: (2) LED-M9, Chrome Flange Whelen	1	760	760
05-EL-45T4	Right Scene Lights: (2) LED-M9, Chrome flange Whelen	1	760	760
05-EL-46R4	Rear Load Lights: (2) LED-M9, Chrome flange Whelen	1	760	760
05-FS-1212	Opt A Programmable Lights Split Color - Color 1 Flashes Opposite Color 2	16	20	320
05-HB-1310	Condenser, 12V: Pro -Air Dual Fan, FRKG 126 Front of Body over Cab	1	662	662
05-IL-05T4	Check out Light Switch: Momentary For Multi-plex electrical systems.	1	40	40
05-IL-2008	Rechargeable Flash Lt/ charger, C4 Fire Vulcan LED #44451 Orange, Installed	2	330	660
05-LB-8010	Opticom: Tomar 3065-R 3HI 7x3 Opticom Unit installed, Chrome Flange	1	798	798
05-LB-8120	Opticom Location: Built into 900 Series Center Strobe warning w/ non optic lens	1	163	163
05-PM-LI50	(2) Rear Intersection Lights: Whelen M7 Series, LED	1	69	69
05-PM-LQ06	LED M6 Amber - Each	1	162	162
05-PM-LRC1	Light, Whelen LED M7 Red/White LED/Clear Lens - Programmable	4	169	676
05-PM-LRC6	Lights: (2) Whelen M2, LED, RED LED/CLEAR Lens Programmable Ilos	2	169	338
05-PM-LRCC	Light: Whelen M2, LED, CLEAR LED/CLEAR Lens Pair IATS	1	306	306
05-PM-LT04	Light: Whelen M9, LED, RED LED/CLEAR Lens, Non-Programmable IATS	2	280	560
05-PM-LT25	Light: Whelen M9, LED, Split RED/WHITE LED/CLEAR Lens, Programmable IATS	12	390	4680
06-EA-01FD	Tire Valve Extensions, S/S Braided, PR, Dual Rear Wheel	1	57	57
06-EC-2800	Door Unlock Switch, Momentary, Exterior, hidden	1	46	46
06-EC-31FW	Patient Area Bullet Camera: Voyager VCCYL37	1	276	276
06-EC-SP71	Patient area switch panel mounted on angled cabinet	1	45	45
06-EL-1800	Add Activation: Rearward Left and Right scene lights. come on w/ Reverse	1	46	46
06-EL-2497	Brake Light Override: Wire into rear warning lights above LX-1 elec syst.	1	17	17
06-EL-SDL1	Docking Lights: Tecniq LED with Chrome Flange - Pair	1	249	249
06-IG-0310	Inverter : Vanner 20-1050 CUL-DC - Full Mod	1	1359	1359
06-RR-0700	(2) Speakers: Stereo, patient compartment, in center pad	1	68	68
06-RR-1100	Antenna, Customer Supplied prior to production, Installed	1	64	64
06-RR-1710	Antenna Base w/ Coaxial Cable: KE794 #1	1	47	47
06-RR-1712	Antenna Base w/ Coaxial Cable: KE794 #2	1	47	47
06-RR-1714	Antenna Base w/ Coaxial Cable: KE794 #3	1	47	47
06-SO-0500	Shore Line Inlet: 20A Super Auto Eject, ILOS	1	349	349
06-SO-1015	Cover, Red, Shore Line Inlet : 20A Super Auto Eject, ILOS	1	32	32
06-SO-10TT	Inpower Timer: VCM-05-01SF, Installed	1	68	68
06-SO-1103	12V Outlet, No 3: Power Point - Wire thru Med Isolator	1	49	49
06-SO-1105	12V Outlet, No 5: Power Point - Wire thru Med Isolator	1	49	49
06-SO-1106	12V Outlet, No 6: Power Point - Wire thru Med Isolator	1	49	247

06-SO-1127	Hard Wired 12V Circuit, For Customer/Dealer Supplied Component	1	29	29
06-SO-1301	Exterior 125V Outlet, No 1: 15A, Exterior Grade outlet	1	107	107
06-SO-13M1	125 VAC W Dual USB & Power Light Outlet, No 1: 20A, Hospital Grade, White ILOS	1	64	64
06-SO-13M2	125 VAC W Dual USB & Power Light Outlet, No 2: 20A, Hospital Grade, White ILOS	1	64	64
06-SO-13M3	125 VAC W Dual USB & Power Light Outlet, No 3: 20A, Hospital Grade, White IATS	1	116	116
06-SO-13M4	125 VAC W Dual USB & Power Light Outlet, No 4: 20A, Hospital Grade, White IATS	2	116	232
06-SO-1406	125 VAC Outlet, No 6: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1407	125 VAC Outlet, No 7: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1408	125 VAC Outlet, No 8: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1409	125 VAC Outlet, No 9: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1410	125 VAC Outlet, No 10: 15A, Hospital Grade, IVORY	1	90	90
06-SO-1914	Power Source: Medical Isolator No 2, Ignition Hot	1	112	112
06-SS-DF00	Siren Speakers: Federal # ES100-ESMFT-EF, Ford F-350/450/550 2017 ILOS	1	72	72
07-BK-0001	Bulkhead Cabinet Under Talk Thru: Installed IATS, See Drawing	1	324	324
07-CA-04A9	Cabinet, (2) Glove Storage, over Rear Entry Doors	1	366	366
07-CA-06AC	(1) Shelf Adjustable White Painted ALUMINUM: Special FOX LAKE with ramp edge	2	168	336
07-CA-06VA	(2) Shelves: Adjustable, Aluminum, White Anti-Microbial coated	1	75	75
07-CA-490S	1/2" Solid Surface Squad Head Storage Top Tray:	1	738	738
07-CU-X107	Cabinet K1 & K2: (2) Openings with flush center divider	1	211	211
07-DR-WD00	Door, Single Solid, Flush Fitted	1	43	43
07-DW-0001	Drawer: Mica-wood body, Mica inside and out	1	281	281
07-HW-SO11	Round Pull Latch: Non-locking - Chrome Finish	13	30	390
07-RR-020F	Add-on Console: Type 1	1	191	191
07-RR-02A0	Drink Holder: (2) In Add-on Console, Big Gulp Size	2	22	44
07-RR-02F1	Note Book Slot: Single - Full width by 8" wide	1	66	66
07-RR-02F3	Double removable Lexan Divider(s)	1	31	31
07-RR-2354	Glove Storage: (3) Glove Box Storage Across Rear of add on console	1	67	67
07-TC-3105	Intraxx (1) section Streetside up to 40" installed on wall, Gray caps	1	255	255
07-TC-3108	Intraxx (1) section Curbside up to 40" installed on wall, Gray caps	1	255	255
07-WC-CN03	Computer Drawer with Lid; Under Action Area 14.5"w x 5"h inside	1	422	422
07-WC-SS02	Side Seat: 24" - Single Position - Under Lid Storage w/Latch	1	202	202
08-00-FL3P	Flooring: Loncoin II Flecks- #157, Moonstone (Gray)	1	301	301
08-MH-0319	Grab Handle, CS Entry: (1) 3-pt "L" Shaped 90, Gray Antimicrobial New 5-12-16	1	126	126
08-MH-03E9	Grab Handles, Rear Access: (2) 3-pt "L" Shaped 90, Gray Antimicrobial New 5-12	1	249	249
08-OS-0403	Oxygen Outlet No 3: Amico Console - Ohmeda/Ohio Diamond Style	1	159	159
08-OS-0404	Oxygen Outlet No 4: Amico Console - Ohmeda/Ohio Diamond Style	1	159	159
08-OS-1400	Electric Oxygen, 12V solenoid valve w/ manual by-pass	1	128	128
08-OS-3514	Collection Canister w Clip Bemis, 1200 CC Capacity In recess below AA	1	53	53
09-FE-05SS	Fire Extinguisher, 5 pound, Kidde ABC Installed, ILOS	1	17	17
10-ME-L300	Lock, CompX-E, Model 300 w/ Proximity Card/Keypad Combo	1	1145	1145
10-RR-0600	Volume Control, Stereo: in A/A, For Rear speakers	1	28	28
11-MC-1700	Clock: Intellitec Digital / Sweep Emergency Time Manager	1	336	336
12-B0-0004	Painted Part- Painted Special color to match Body	1	67	67
12-PT-1326	Rear Chevron Flat panel, no doors Diamond Grade Reflective: Double Color	1	1282	1282
12-PT-135F	Inside of (3) Entry Doors: Lower Panels, Double Colors Diamond grade	1	607	607
13-RF-STAR	Decals: Install 32" Star of Life on Mod Roof	1	24	24
25-PH-LT84	LED Lights: Programmable, Single Light	5	10	50
34-XX-0280	Ferno Washington, INXX Intelligent Transport Loading System Primary Cot	1	34137	34137
34-XX-1007	Ferno INX Spare Battery each	1	619	619
34-XX-103B	Ferno INX cot side lift pull out handles pair included	1	496	496
34-XX-1017	INX Surface extender pair Installed on ordered patient transporter	1	2566	2566
34-XX-1038	Ferno INX cot Backrest panel mounted equipment hook	1	165	165
34-XX-1012	Ferno INX pole installed on cot when ordered	1	482	482

Item 26.

Item 26.

Unpublished Options	Qty	Each	Extended
Change Ford F-Series Chassis Year Model from 2020 to 2021	1	910	910
Change Ford F-Series Chassis Year Model from 2021 to 2022	1	725	725
2022 Ford F-Series Chassis Surcharge #1	1	1595	1595
2022 Ford F-Series Chassis Surcharge #2	1	1250	1250
2022 Ford F-Series Chassis Surcharge #3	1	1115	1115
Change Ford F-Series Chassis Year Model from 2022 to 2023	1	3050	3050
Change Gas Engine to Diesel Engine	1	8500	8500
Increase Head Room to 74"	1	304	304
Custom M3 Compartment Dimensions	1	223	223
Aluminum Rain Diverter -Double Louver Column Installed in Compt Door	3	79	237
Upgrade Inverter to Vanner LIFESINE Inverter	1	490	490
Custom Center Console	1	220	220
Additional Activation Switch for Air Horns	1	71	71
Recess for O2 Outlet Overhead	1	123	123
Door Panels: Custom - Mica Upper/ Stainless Steel / Smooth Aluminum Lower	1	456	456
Custom Paint Scheme	1	5828	5828
X Series Upgrade to X Series Aluminum Cabinet Construction	1	5885	5885
Ferno Transcend Stair Chair w/ Powertraxx and Miscellaneous Options	1	8507	8507
Ferno Wall Mount for LP15	1	920	920
Ferno Intraxx Pole Mount	1	584	584
Ferno Intraxx Tablet Mount	1	618	618
Ferno Intraxx Sharps Container and Mount	1	417	417
Cot mount Ferno INX inline power mount for INX system	1	6154	6154
Bio-Waste 16" A-Bar, SS Model #V7548SS	1	805	805
CURBSIDE UPPER: Over Squad Bench	1	1638	1638
Siren: Federal, EQ2B	1	1895	1895
IATS Pioneer Surface Mount Spot/Flood Light Single #PCPSM1C) ONE PAIR	1	2105	2105
Door, Roll up, ROM, Full Height ALS Compliant	1	1570	1570
2nd Pt Area LX1 Switch Panel: To be Located	1	1873	1873
Activ Tek induct 500-12V UV light with Ozone	1	1580	1580
ARCTIC WEDGE Condenser Cover: Install on Front Body over Condenser	1	1792	1792
Air Horn System: BUELL - F1	1	1808	1808

63248

III

Res. No. 35 - 22 - 23. By Alderpersons Felde and Ackley. July 5, 2022.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$18,499 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$18,499, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2022 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached hereto.

UHPS

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)**

THIS AGREEMENT is made and entered into this _____ day of September, 2022, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties and that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2022 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2022 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$18,499.00
City Portion	9,224.50
County Portion	9,224.50

Section 3. CITY and COUNTY agree to 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 tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherequirements.htm. 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.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

Ryan J. Sorenson, Mayor

Date

Christopher Domagalski, Chief of Police

Date

COUNTY OF SHEBOYGAN:

Vernon Koch, County Board Chair

Date

Steve Steinhardt, Emergency Management
Director

Date

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R. C. No. 39 - 22 - 23. By FINANCE AND PERSONNEL COMMITTEE. July 5, 2022.

Your Committee to whom was referred Direct Referral Res. No. 33-22-23 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Sheboygan Southpoint Development, LLC.; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

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

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

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

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

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

F+P
adopt

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

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

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

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. OVERVIEW OF THE PROJECT

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

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

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

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

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

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

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

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

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

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

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

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

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

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

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

ARTICLE V. DEVELOPER GUARANTEE TO CITY

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

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

ARTICLE VI. DEVELOPMENT INCENTIVE

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

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

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

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

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX. INDEMNIFICATION OF THE CITY

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

ARTICLE X. DEFAULT/REMEDIES

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

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

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

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

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

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

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

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

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

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

ARTICLE XI. FORCE MAJEURE

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

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this

Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

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

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT

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

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Ryan Sorenson, Mayor

ATTEST: _____
Meredith De Bruin, City Clerk

SHEBOYGAN SOUTHPOINT DEVELOPMENT, LLC

BY: _____
Its: Managing Member

ATTEST: _____
Its: _____

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

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

THIS DEVELOPMENT AGREEMENT (the "Agreement"), is made and entered into as of the 14th day of July, 2022 by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, with its principal offices located at 828 Center Avenue, Sheboygan, WI 53081 (hereinafter "City"), and Sheboygan Southpoint Development, LLC, a Wisconsin limited liability corporation with its registered agent's office located at c/o G&K Wisconsin Services, LLC, 200 S. Washington St., Suite 100, Green Bay, WI 54301 (hereinafter "Developer").

RECITALS

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

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

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

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

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

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

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

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

AGREEMENT

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

ARTICLE I. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE II. OVERVIEW OF THE PROJECT

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

ARTICLE III. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

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

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

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

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

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

ARTICLE IV. UNDERTAKINGS OF THE DEVELOPER

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

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

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

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

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

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

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

ARTICLE V. DEVELOPER GUARANTEE TO CITY

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

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

ARTICLE VI. DEVELOPMENT INCENTIVE

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

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

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

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

ARTICLE VII. CONDITIONS TO THE UNDERTAKINGS OF THE CITY

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX. INDEMNIFICATION OF THE CITY

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

ARTICLE X. DEFAULT/REMEDIES

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

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

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

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

- c) Developer becomes insolvent or is the subject of bankruptcy or insolvency proceedings.

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

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

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

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

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

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

ARTICLE XI. FORCE MAJEURE

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

ARTICLE XII. ADDITIONAL PROVISIONS

12.1 Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this

Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer's successors or assigns on any obligations under the terms of this Agreement.

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

12.3 No Implied Approvals. Nothing herein shall be construed or interpreted in any way to waive any obligation or requirement of Developer to obtain all necessary approvals, licenses and permits from the City in accordance with its usual practices and procedures, nor limit or affect in any way the right and authority of the City to approve or disapprove the Development Plan, Plans and Specifications, or any part thereof, or to impose any limitations, restrictions and requirements on the development, construction and/or use of the Project as a condition of any such approval, license or permit; including, without limitation, requiring any and all other development and similar agreements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

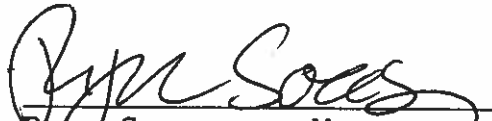
This document consists of eighteen (18) pages, including the following signature page and excluding Exhibits.

SIGNATURE PAGE FOR
DEVELOPMENT AGREEMENT

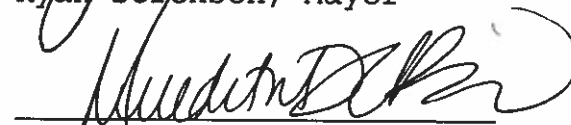
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF SHEBOYGAN, WISCONSIN

BY:


Ryan Sorenson, Mayor

ATTEST:


Meredith De Bruin, City Clerk

SHEBOYGAN SOUTHPOINT DEVELOPMENT, LLC

BY:


Its: Managing Member

ATTEST:


Its: Consolidated Construction Member

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

Gen. Ord. No. 6 - 22 - 23. By Alderpersons Mitchell and Filicky-Peneski.
July 5, 2022.

AN ORDINANCE increasing the Room Tax Permit fee to \$100.

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

Section 1. Section 114-39 of the Municipal Code entitled "Permit Required" is hereby amended in subsection (a) to read as follows:

"Sec. 114-39. - Permit Required.

(a) Every operator under this article shall file with the finance director/treasurer an application for a permit for each place of business that is required to collect room tax hereunder. Every application for a permit shall be made upon a form prescribed by the city and shall set forth the name under which the applicant transacts or intends to transact business, the location of his place of business, and such other information as the city requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the city an initial fee of \$100.00, and annually thereafter, for each permit. A permit issued hereunder is non-transferable. The permit shall be renewed each year by July 1.

..."

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.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Gen. Ord. No. 7 - 22 - 23. By Alderpersons Dekker and Perrella.
July 5, 2022.

AN ORDINANCE creating parking limits so as to add a two-hour parking limit, between 8:00 a.m. and 5:00 p.m. Monday through Friday, to the west side of S. 12th Street between Georgia Avenue and Clara Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," parking on the west side of S. 12th Street from 32 feet south of the south curb line of Georgia Avenue to 82 feet south of the south curb line of Georgia Avenue shall be limited to two hours between 8:00 a.m. and 5:00 p.m. Monday through Friday.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. 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.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor