

*****ATTACHMENTS*****



December 11, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

HARBOR CENTRE BUSINESS IMPROVEMENT DISTRICT BOARD

NAME	APPOINTED	EXPIRES
David Gass – Business Owner	1/1/2020	12/31/2021
David Haneman – Business Owner	1/1/2020	12/31/2021
Susan Engler – Business Owner/Property Owner	1/1/2020	12/31/2021
Jamie Haack – Property Owner	1/1/2020	12/31/2021

MICHAEL J. VANDERSTEEN, MAYOR

*Says
over*

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Hearing No. _____ - 19 - 20. January 6, 2020.

Pursuant to a notice published by the City Clerk, there is a hearing scheduled for this evening to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to eliminate the residency requirement for membership on the Architectural Review Board.

All interested persons will now be heard.

Publish - December 20 and December 27, 2019.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 6, 2020, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to eliminate the residency requirement for membership on the Architectural Review Board.

MEREDITH DEBRUIN
City Clerk

Hearing No. _____ - 19 - 20. January 6, 2020.

Pursuant to a notice published by the City Clerk, there is a hearing scheduled for this evening to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to add an architectural review fee.

All interested persons will now be heard.

Publish - December 20 and December 27, 2019.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., January 6, 2020, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Zoning Ordinance. The purpose of the amendment is to add an architectural review fee.

MEREDITH DEBRUIN
City Clerk

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATOR LICENSE (RENEWAL)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3256	Badger Turf LLC	712 S. Washington Dr, Howards Grove
1176	Grass Cuts Lawn Service LLC	2532 S. 14 th Street
2138	JR's Tree Service	1429 N. 26 th Street

SECONDHAND DEALER LICENSE (RENEWAL)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1741	Sheboyguns Shooter Supply	1822 N. 12 th Street

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2633	Sheboygan Blue Line Association	1202 Wildwood Drive - Two day event to be held 03/13/20 & 03/14/20.
1376	St. Dominic Ushers Society	2100 N. 21 st Street - One day event to be held 01/26/20 to be held in the PAC Hall.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
0239	Swearingen, William D.	718 Cardinal Lane, Howards Grove

Consent.

II

R. O. No. _____ - 19 - 20. By CITY ATTORNEY. January 6, 2020.

Submitting, as a matter of record, the original Storm Sewer Easement dated November 22, 2019, between the City of Sheboygan and Eighth Street Investments, LLC, executed in accordance with Res. No. 104-19-20, which has been recorded in the Sheboygan County Register of Deeds Office.

Consent.

City Attorney



8 4 9 9 7 4 4

Tx:4181577

2082717

SHEBOYGAN COUNTY, WI

RECORDED ON

11/27/2019 02:05 PM

ELLEN R. SCHLEICHER

REGISTER OF DEEDS

RECORDING FEE: 30.00

TRANSFER FEE:

EXEMPTION #

Cashier ID: 3

PAGES: 5

Document Number

Document Title

STORM SEWER EASEMENT

THIS INDENTURE, made this 22 day of November, 2019, by Eighth Street Investments, LLC, a Wisconsin limited liability company, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address

City of Sheboygan

City Attorney's Office

828 Center Ave, Suite 210

Sheboygan, WI 53081-4442

Part of 59281108041

Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

- GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair a storm sewer in, under, and along the following described property, to-wit:

A part of Lots 9 and 10 in Block 151 of the Original Plat of the City of Sheboygan located in the Northeast ¼ of the Southwest ¼ of Section 23, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, and being more particularly described as follows:

Commencing at the Southwest corner of said Lot 10, thence North 00°10'20" East along the West line of said Lot 10, a distance of 71.62 feet to the Point of Beginning for this description; thence North 83°26'34" West a distance of 5.04 feet; thence North 00°10'20" East a distance of 10.06 feet; thence South 83°26'34" East a distance of 5.04 feet to the West line of said Lot 10; thence continuing South 83°26'34" East a distance of 29.01 feet; thence South 06°33'26" West a distance of 10.00 feet; thence North 83°26'34" West a distance of 27.89 feet to the West line of said Lot 10 and the Point of Beginning. Containing 0.00769 acres (335 square feet) of land. See Exhibit "A".

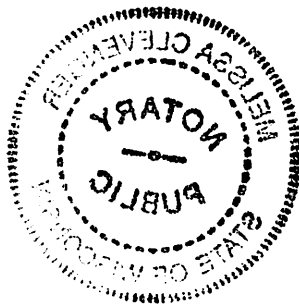
Physical Site Address:

604 N 8th Street
Sheboygan, WI 53081

2. Said storm sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.
3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.
4. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.
5. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.
6. Both parties mutually agree that this easement and covenants herein shall run with the land.

MELISSA FRENCH
Notary Public
State of Wisconsin

[Faint, illegible text]



[Faint, illegible text]

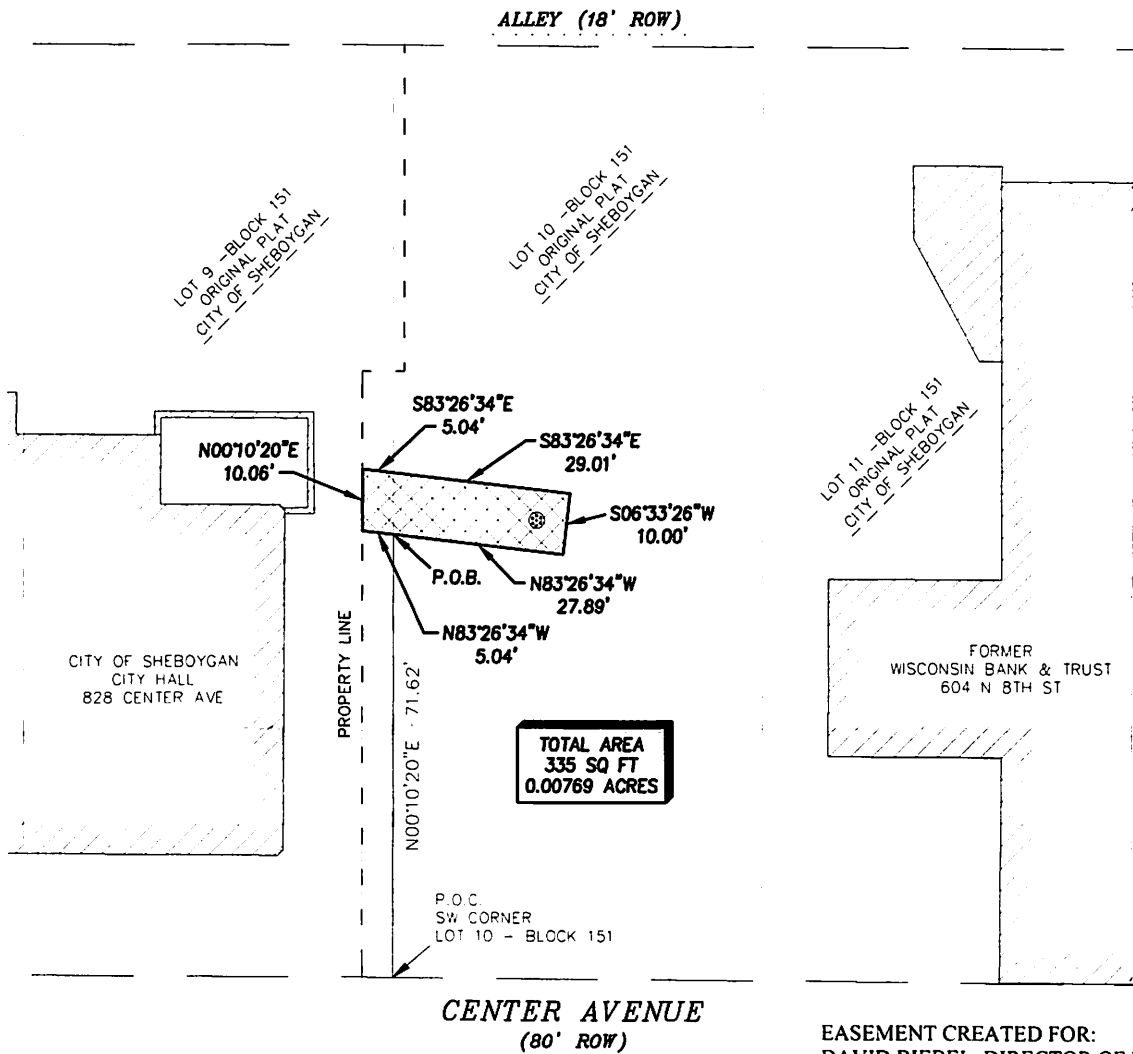
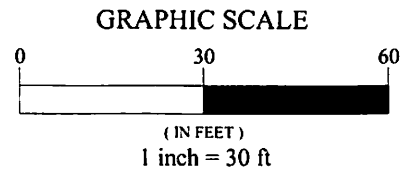
EXHIBIT A

STORM SEWER EASEMENT

PART OF LOTS 9 AND 10 IN BLOCK 151
OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
LOCATED IN THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4
OF SECTION 23, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO
THE WEST LINE OF LOT 10 - BLOCK 151 OF
THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
RECORDED AS N00°10'20"E
(SHEBOYGAN COUNTY COORDINATES - NAD83 (1991))



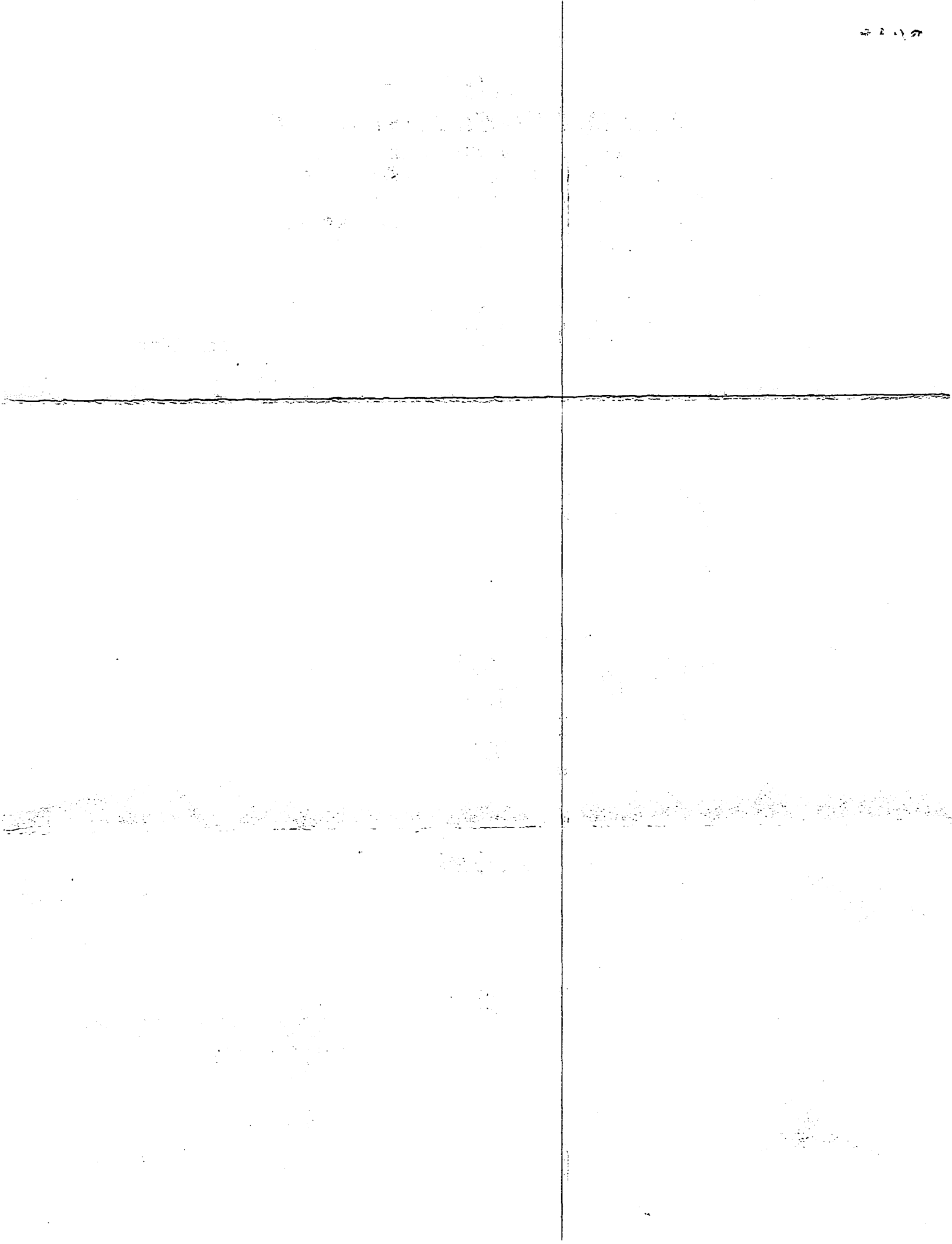
EASEMENT CREATED FOR:
DAVID BIEBEL, DIRECTOR OF PUBLIC WORKS
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281108041

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/28/19

City of
Sheboygan
spirit on the lake

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443



III

R. O. No. _____ - 19 - 20. By TRANSIT COMMISSION. January 6, 2020.

Your commission to whom was referred Res. No. 138-19-20 by Alderpersons Wolf and Donohue authorizing the Mayor to execute the 2020 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals; recommends adopting the Resolution.

Consent.

TRANSIT COMMISSION

III

5.6

Res. No. 138 - 19 - 20. By Alderpersons Wolf and Donohue.
December 16, 2019.

A RESOLUTION authorizing the Mayor to execute the 2020 General Contract between Sheboygan County Health & Human Services Department and Shoreline Metro regarding transportation for elderly and disabled individuals.

RESOLVED: That the Mayor is hereby authorized to execute said 2020 General Contract, a copy of which is attached hereto.

Transit
adopt



Nylone Nowlin

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

2020 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2020 through December 31, 2020 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro, hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Michelle Acevedo/Jaclyn Moglowsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is 12/31/2020, and Employer Identification Number is 39-6005599.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract. Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Bus Pass	\$48.00	225	each	\$10,800.00
Specialized Transport - Punch Card (bundle of 10 passes)	\$35.00	18	each	\$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 grant award from State of WI.	\$331,421.00	1	year	\$331,421.00
			Total:	\$342,851.00

For children served through the Children's Wavier program:

**The rate paid will be determined by the acuity level for each child. Outlier rates (for higher needs children) that do not fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*

***Transportation is "per trip" per the State Children's Waiver rate schedule.*

**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to \$170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf> . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human

Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the

- B. Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- C. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

- Comprehensive General Liability: minimum of \$1,000,000
- Auto Liability (if applicable): minimum of \$1,000,000
- Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
- Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a “Certificate of Insurance” verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County’s post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker’s Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm> Additional resources and training information are available at: <https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.

2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <http://vendornet.state.wi.us/vendornet/procman/prod3.pdf>
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.

- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.

- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is \$100,000 or more (cumulative across all Wisconsin counties), unless the audit requirement is waived by the State of Wisconsin or the County. The

audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at <https://www.ecfr.gov>

State Single Audit Guidelines is available at

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Provider Agency Audit Guide is available at

<https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. Non-Profit Providers: Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. For Profit Providers: Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.

H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:

1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
3. Disallow the cost of audits that do not meet these standards; and/or
4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
5. Require modified monitoring and/or reporting provisions;
6. Assess financial sanctions or penalties;
7. Discontinue contracting with the Provider;
8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding

I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- E. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- G. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or

her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- H. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has

occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the

services the Provider provides or purchases with funds provided under this contract. In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.

- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
 - 1. Personally Identifiable Information;
 - 2. Individually Identifiable Health Information;
 - 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 - 4. Information designated as confidential in writing by the County.

- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
 - 1. The individual’s Social Security Number;
 - 2. The individual’s driver’s license number or state identification number;
 - 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 - 4. The individual’s DNA profile; or
 - 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

- E. "Indemnification" means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. "Equitable relief" means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.
- H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider's personnel files and be available as requested by the County.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider's services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums

The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- | | |
|---|---|
| <input type="checkbox"/> CBRF Adult Family Home | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> CRS Provider Responsibilities | <input checked="" type="checkbox"/> Technology and HIPAA Agreement – signed and dated |
| <input type="checkbox"/> Daily Living Skills | acknowledgement for each employee shall be <u>retained in</u> |
| <input type="checkbox"/> Guardianship Addendum | <u>Provider’s personnel files</u> and be available as requested by |
| <input type="checkbox"/> RCC Addendum | the County |
| <input checked="" type="checkbox"/> Safety Assurances | Other: _____ |
| <input type="checkbox"/> Representative Payee Addendum | |
| <input type="checkbox"/> SHC Respite | |
| <input type="checkbox"/> Sheboygan Senior Dining Program Requirements | |

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

Matthew Strittmater, Director
County’s Authorized Representative
Sheboygan County Health & Human Services

Date

For Provider:

Provider's Authorized Representative

Date

Title:

2020 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2020 through December 31, 2020 by and between Sheboygan County Health & Human Services Department, hereinafter referred to as County, and Shoreline Metro , hereinafter referred to as Provider.

Nothing in this contract shall create a partnership or joint venture between the County and the Provider. The Provider is at all times acting as an independent contractor and is in no sense an employee, agent or volunteer of the County.

In consideration of the mutual covenants herein, it is hereby agreed as follows.

County's Contract Administrator of this contract will be Michelle Acevedo/Jaclyn Moglowsky , whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. In the event that the Contract Administrator is unable to administer this Agreement, the County will contact the Provider and designate a new Contract Administrator. Provider's Contract Administrator of this contract will be Derek Muench , whose principal business address is 608 S. Commerce Street, Sheboygan, WI 53081. Provider's fiscal year end is 12/31/2020, and Employer Identification Number is 39-6005599.

II. Services to Be Provided

This contract is subject to terms and conditions set forth in the State/County Contract covering Administration of Income Maintenance Programs, Children and Families Programs, Social Services, and Community Programs, Community Youth, and Family Aids Programs. County agrees to purchase for and Provider agrees to provide to eligible clients the services as described in detail in this contract (see Section XIII).

III. Payment for Services

County and Provider agrees:

- A. The total amount to be paid to Provider by County for services provided in accordance with this Contract may be less, but shall not exceed the following contracted dollar amount. Actual total payment will be based upon the amount of service authorized by the County and the amount of service performed by the Provider. Unless otherwise stipulated, it is understood and agreed by all parties that the County assumes no obligation to purchase from the Provider any minimum amount of services as defined in the terms of this contract.

Payments for services covered by this contract shall be based on allowable costs with limited profit or reserve. Monthly payments will be made on a unit-times-unit price basis and in accordance with the "order of payment" requirements for the funding program, less client fees and other collections made by the Provider for services covered by this contract. Final settlement of the contract will be based on audit (see Section XII Audit Requirements).

The Provider agrees with the total cost for each service/program provided, and the rate (per hour, day, month, or year) and the number of clients and/or units of provided services. The County shall determine the type of services provided and the number of units of services provided for each client. The County will not reimburse the Provider for any unit of service not previously authorized by the County.

The Provider shall retain all documentation necessary to adequately demonstrate the named personnel providing the service, the credentials of named personnel providing the service, the date of service, time, duration, location, scope, quality and effectiveness of services rendered under the contract. The County reserves the right to not pay for units of services reported by the Provider that are not supported by documentation required under this contract. Documentation must meet the billable requirements for the program the client is served in (i.e. CCS, CRS, etc.). If documentation does not comply with those requirements, the Provider may be required to reimburse County for those services.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Specialized Transport - Bus Pass	\$48.00	225	each	\$10,800.00
Specialized Transport - Punch Card (bundle of 10 passes)	\$35.00	18	each	\$630.00
Elderly/Disabled Transportation. Final amount subject to 85.21 grant award from State of WI.	\$331,421.00	1	year	\$331,421.00
			Total:	\$342,851.00

For children served through the Children's Waiver program:

**The rate paid will be determined by the acuity level for each child. Outlier rates (for higher needs children) that do not fall within the rate schedule must be approved by Sheboygan County and the State prior to providing the service.*

***Transportation is "per trip" per the State Children's Waiver rate schedule.*

**** Counseling and Therapeutic services will be paid at 85% of usual and customary up to \$170 per the State rate schedule.*

When applicable, the Provider shall bill clients for a portion of the cost of care, in conformance with the requirements of Chapter DHS 1, Wisconsin Administrative Code and using the uniform schedule of fees and policies supplied by the County.

The Provider shall also bill any responsible third parties for the cost of care.

All amounts collected from clients and third parties shall be supported by the Provider's records and shall be reported to the County within 90 days.

Invoices can be sent to the HHS e-mail address: hhs.provider@SheboyganCounty.com.

- B. The county will make payments for costs that are consistent with the State Departments Allowable Cost Policy Manual and applicable Federal allowable cost policies. Program expenditures and descriptions of allowable costs are further described in 2 CFR Part 225 (formerly OMB Circular A-87) and Part 230 (formerly OMB Circular A-122) or the program policy manual. See Office of Management and Budget website for links to Code of Federal Regulations (CFR) sections: <https://www.whitehouse.gov/omb/information-for-agencies/circulars/>.

Wisconsin Statutes require that Purchase of Service rates be based on actual allowable costs. These costs have been identified in the Allowable Cost Policy Manual for each Department (online at <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm> or <https://dcf.wisconsin.gov/files/finance/fias/pdf/dcfallowablecostmanual.pdf> . The Statutes permit allowances for profit for For-Profit Providers and retention of excess revenue for non-profit Providers for specific cost categories. The amount allowable on an annual basis is determined by applying a percent equal to revenue received under the contract; all other profit/retention of earnings is unallowable. For Sheboygan County Health and Human

Services, those limits have been set at 5 percent for both For-Profit Providers and Non-Profit Providers. Please see the Allowable Cost Policy Manual for more information on retention of excess revenues.

Provider shall return to County funds paid in excess of the allowable cost of services provided per 46.036(5) Wis. Stats. If the Provider fails to return funds paid in excess of the allowable costs of the services provided, County shall recover from Provider any money paid in excess of the allowable costs from subsequent payments made to the Provider.

- C. The County payment terms are net 60 days, and, while payment may be made in less than 60 days, there is no requirement and should be no expectation that this will occur.
- D. The Provider will submit monthly invoices that detail the type of service provided, the number of units (i.e. days, hours, miles, etc.) provided per client, date of service, the rate per unit, the authorization number, and any amounts collected from other resources. The invoice must be submitted by the 7th business day of each month for the prior month services and the December invoice must be submitted to the county for payment by January 10th of the next year.
- E. All billings for this contract period shall be received by the Purchaser no later than 90 days from date of service and all invoices for this contract year must be submitted no later than January 10th of the following year. Delinquent billings from this date will not be paid by the County.

IV. Billing and Collection Procedures

Invoices/Billing submitted to Sheboygan County Health & Human Services must be supported by client service information to include: name personnel providing the service, the credentials of named personnel providing the service, date of service, service provided, duration, unit of measure and units provided, rate, authorization number (issued by Sheboygan County), and client identification. Client services must be identified by date of service versus consolidated period billing. Invoices that do not contain an authorization number (per service/client) after January 1, 2018 may not be able to be processed for payment.

Fees collected on behalf of a client from any source will be treated as an adjustment to the costs and will be deducted from the amount paid under this contract.

V. Eligibility Standards for Recipients of Services

The Provider shall provide services only to those individuals who are eligible for services. Provider and County agree that the eligibility of individuals to receive the services to be purchased under this Agreement from Provider will be determined by County. An individual has a right to an administrative hearing concerning eligibility and the County shall inform individuals of this right. The Provider shall provide clients with information concerning their eligibility rights and how to appeal actions affecting those rights.

VI. Indemnity and Insurance

- A. Provider agrees that it will at all times during the existence of this Contract indemnify County against any and all loss, damages, and costs or expenses which County may sustain, incur, or be required to pay by reason of any eligible client's suffering, personal injury, death or property loss resulting from participating in or receiving the care and services to be furnished by the

- B. Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- C. Provider agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, Provider will at all times during the terms of this contract keep in force a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows (as applicable):

Comprehensive General Liability: minimum of \$1,000,000
Auto Liability (if applicable): minimum of \$1,000,000
Professional Liability (if applicable): minimum of \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year;
Umbrella Liability (as necessary): minimum of \$1,000,000

Provider acknowledges that its indemnification liability to Purchaser is not limited by the limits of this insurance coverage.

Upon the execution of this Contract, Provider will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against County upon any matter herein indemnified against, County shall, within five (5) working days, cause notice in writing thereof to be given to Provider by registered mail, addressed to its post office address. The Provider agrees to provide the County notice of cancellation or non-renewal of the policy within five (5) working days, by registered mail addressed to the County's post office address.

Provider agrees to provide the Purchaser with written verification of the existence of Worker's Compensation Insurance.

VII. Civil Rights Compliance/Assurances

All primary recipients and sub-recipients of Federal financial assistance must comply with all State and Federal Civil Rights laws and regulations. All Providers were required to submit a new Civil Rights Compliance (CRC) Letter of Assurance (LOA) by January 15, 2018 or within 15 working days from the date the grant, contract, or agreement was signed, if signed after January 1, 2018. All new Providers must submit LOA to be compliant for the CRC period of January 1, 2018 - December 31, 2021.

The provider agrees to meet state and federal Civil Rights Compliance (CRC) laws, requirements, rules, and regulations, as they pertain to the services covered by this contract. The website with instruction and templates necessary to complete both your CRC LOA and CRC plan to meet civil rights requirements is located at: <http://www.dhs.wisconsin.gov/civilrights/CRC/Requirements.htm>
Additional resources and training information are available at: <https://dcf.wisconsin.gov/civilrights/plans>

All primary recipients and sub-recipients are obligated to meet the following requirements:

1. Provide civil rights and cultural awareness training to all agency employees.

2. Submit a Civil Rights Compliance Letter of Assurance (CRC LOA) to the appropriate state department. (Sub-recipients must submit the CRC LOA to the entity issuing the grant or contract.)
3. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and attach a Civil Rights Compliance Plan to this contract.
4. Providers that have more than fifty (50) employees and receive more than fifty thousand dollars (\$50,000) must develop and submit an Affirmative Action Plan to ensure equal access and equal opportunity in employment and service delivery to all applicants and participants. Additional information can be found at <http://vendornet.state.wi.us/vendornet/procman/prod3.pdf>
5. Provide oral language assistance and/or written translation to all limited English proficient (LEP) individuals requesting or applying for services to ensure equal access to programs, services and activities according to the LEP requirements and the recipient's or sub-recipient's LEP plan.

VIII. Contract Revisions and/or Terminations

- A. The County will monitor the Provider's performance and will use the results of this monitoring to evaluate the Provider's ability to provide adequate services to clients.
- B. Revisions of this contract must be agreed to by County and Provider by an addendum signed by the authorized representative of both parties.
- C. Provider shall notify County in writing delivered in person or by registered mail whenever it is unable to provide the required quality or quantity of services or as required by Section XIII L. of this contract. Upon such notification or if it is otherwise determined by the County that the Provider is not fulfilling the terms of the contract, the County may at its option immediately terminate the contract for cause, or seek a revision or suspension of its terms. If the County terminates the contract for cause, the Provider shall be liable to the County for any additional costs the County incurs for replacement services.
- D. This contract, or any part thereof, may be terminated immediately by either party for just cause, including, but not limited to, health and safety issues, fraud, criminal activity, violations of license or certification standards.
- E. This contract, or any part thereof, can be terminated by a 60-day written notice by either party without cause. Upon termination, the County's liability shall be limited to the costs incurred by the Provider up to the date of termination. If the County terminates the contract for reasons other than non-performance by the Provider, the County may compensate the Provider for its actual allowable costs in an amount determined by mutual agreement of both parties.

IX. Resolution of Disputes

The Provider may appeal decisions of the County in accordance with the terms and conditions of the contract and Chapter 68, Wis. Stats.

X. Records

- A. Provider shall maintain any records and financial statements as required by state and federal laws, rules and regulations.

- B. Provider will allow inspection of records and programs, insofar as it is permitted by state and federal laws, by representatives of the County, the Department of Health Services, Children and Families, Workforce Development or Department of Corrections and their authorized agents, and Federal agencies, in order to confirm Provider's compliance with the specifications of this contract.
- D. The use or disclosure by any party of any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract is prohibited except with the informed, written consent of the eligible client or the client's legal guardian.
- D. Under s.19.36 (3) Wis. Stats., all records of the Provider that are produced or collected under this contract are subject to disclosure pursuant to a public records request.

The Provider shall maintain such records (in either written or electronic form) as required by State and Federal Law and as required by program policies. The Provider shall retain records in a secure environment for no less than the retention period specified in law or policy, or as otherwise stated within the Scope of Service. Records for periods which are under audit or subject to dispute or litigation must be retained until the audit/dispute/litigation, and any associated appeal periods, have ended.

Upon the County's request, at the expiration of the contract, the Provider will transfer at no cost to the County records regarding individual recipients who received services from Provider under this agreement. The transfer of records includes transfer of any record, regardless of media, if that is the only method which records were maintained.

The Provider shall make all records and any written and/or electronic case information available to the County or the State of Wisconsin upon request, and will allow inspection of records and programs, insofar as is permitted under State and Federal law.

XI. Reporting

Provider shall comply with the reporting requirements of the County and applicable State Departments. Client services shall be reported by service date and service provided. All reports shall be in writing and, when applicable, in the format specified by the County. All reports shall be supported by the Provider's records.

XII. Provider Audit Responsibilities

Provider agrees to adhere to the following audit requirements:

- A. Cooperate with the County in establishing costs for reimbursement purposes per s.46.036(4)(b), Wis. Stats.
- B. Adhere to the following audit requirements:

Wis. Stat. DHS 46.036(4)(c) and DCF 49.34(4)(c), requires Providers to provide an annual audit in accordance with the requirements of 2 CFR Part 200-Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards to County if the total amount of annual funding provided by Sheboygan County, as well as other Wisconsin counties, through this and other contracts is \$100,000 or more (cumulative across all Wisconsin counties), unless the audit requirement is waived by the State of Wisconsin or the County. The

audit shall also be in accordance with the applicable State Department Audit Guide. Providers receiving less than \$100,000 are required to provide annual Financial Statements (Profit and Loss, Balance Sheet and Cash Flow Statements) to the County in place of Audit. This includes providing supplemental schedules, below in sub section E.

Sites of reference:

CFR Part 200 is available online at <https://www.ecfr.gov>

State Single Audit Guidelines is available at

<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>

Provider Agency Audit Guide is available at

<https://dcf.wisconsin.gov/files/finance/fias/pdf/paag.pdf>

Provider is to submit a copy of the certified financial and compliance audit to the County within 180 days of the end of the Provider's fiscal year. If available, digital copies are preferred. (If Provider has approved IRS extensions on their corporate tax returns, this extension will also apply to the submissions requirement deadline stated above.) The standards for the provider agency annual audits vary by type of agency as shown below.

1. **Non-Profit Providers:** Audits must be completed pursuant to the applicable State Department's Audit Guide and, if the vendor expends more than \$750,000 annually in federal financial assistance, to 2 CFR 200. See OMB 2 CFR 200 §200.330 for the distinction between contractors and sub recipients. The audit documentation must include a Reserve Supplemental Schedule in the audit report, and this schedule shall also be by contract or service category.
 2. **For Profit Providers:** Audits must be completed pursuant to the purchase contract language, the applicable State Department's Audit Guide, and the current applicable State Department's Allowable Costs Policy Manual. The audit documentation must include reports showing total allowable costs and the calculations of the allowable profit by contract or by service category.
- C. Source of funding information shall be provided at time of audit confirmation.
- D. The Provider shall submit to the County a reporting package that includes: (a) all audit schedules and reports required for the type of audit applicable to the agency; (b) a summary schedule of prior year findings and the status of addressing these findings; (c) a Management Letter (or similar document conveying auditor's comments issued as a result of the audit); (d) management responses/corrective action plan for each audit issue identified in the audit; and (e) a copy of the financial auditor's most recent peer review report.
- E. In addition to the supplemental schedules listed under D., the reporting package shall include a supplemental schedule showing revenue and expenses for this Contract.
- F. The Provider shall send the required reporting package to the County within 180 days of the end of the Provider's fiscal year.
- G. When contracting with an audit firm, the Provider shall authorize its auditor to provide access to work papers, reports, and other materials generated during the audit to the appropriate representatives of the County. Such access shall include the right to obtain copies of the work papers and computer disks, or other electronic media, upon which audit work is documented.

- H. Failure to comply with the requirements of this section: If the Provider fails to have an appropriate audit performed or fails to provide a complete audit reporting package to the County within the specified time frames, the County may:
1. Conduct an audit or arrange for an independent audit of the Provider and charge the cost of completing the audit to the Provider;
 2. Charge the Provider for all loss of Federal or State aid and for penalties assessed to the County because the Provider did not submit a complete audit report within the required time frame;
 3. Disallow the cost of audits that do not meet these standards; and/or
 4. Withhold payment, cancel the Contract, or take other actions deemed by the County to be necessary to protect the County's interests;
 5. Require modified monitoring and/or reporting provisions;
 6. Assess financial sanctions or penalties;
 7. Discontinue contracting with the Provider;
 8. Take other action that Purchaser determines is necessary to protect Federal or State pass through funding
- I. Providers wishing to request an audit waiver must do so at the time of contracting.

XIII. Provider Responsibilities and Performance of Service

The County retains sole authority to determine whether the Provider's performance under this contract is adequate. The Provider agrees to the following:

- A. The Provider shall allow the County's staff and authorized agents to visit the Provider's facility or work site at any time for the purposes of ensuring that services are being provided as specified in the service plan and the contract.
- B. Upon request by the County or its designee, the Provider shall make available to the County all documentation necessary to adequately assess Provider performance.
- C. The Provider will cooperate with the County in its efforts to implement any quality improvement and quality assurance program.
- E. The Provider shall develop and implement a process for assessing client satisfaction with services provided. The Provider shall report in a timely manner the results of its client satisfaction assessment effort to the County. The County reserves the right to review and approve the Provider's client satisfaction assessment process and to require Provider to submit a corrective action plan to address concerns identified in the review.
- F. The Provider shall cooperate with the County in implementing any County program for assessing client satisfaction with services. The County reserves the right to require the Provider to submit a corrective action plan to address concerns identified in review.
- G. The Provider shall have a formal written grievance procedure that is approved by the licensing or certification authority, if applicable, and by the County. The Provider shall, prior to or at the time of admission to the Program, provide oral and written notification to each client of his or

her rights and the grievance procedure. The Provider shall post the client rights and the grievance procedure.

At least once a year, or more frequently when requested by the County, the Provider shall give the County a written summary report of all grievances that have been filed with the Program by clients or their guardians since the period covered by the previous summary report and of the resolution of each grievance. The Provider shall deliver the annual summary report to the County in person or via registered mail within 30 days of the end of the contract period.

Additional summary reports requested by the County shall be due within 10 days of the County's request for the reports and shall be delivered to the County in person or via registered mail.

- H. The Purchaser and the Provider agree that the protection of the clients served under this contract is paramount to the intent of this contract. In order to protect the clients served, the Provider shall comply with the provisions of DHS 12, Wis. Admin. Code (online at http://docs.legis.wi.gov/code/admin_code/dhs/001/12). The Provider shall conduct caregiver background checks at its own expense of all employees assigned to do work for the County under this contract as well as any other persons under control of the Provider having direct contact with the clients of the County. The Provider shall retain in its Personnel Files all pertinent information, to include a Background Information Disclosure Form and/or search results from the Department of Justice, the Department of Health Services, Department of Children and Families, and the Department of Safety and Professional Services, as well as out of state records, tribal court proceedings and military records, if applicable.

After the initial background check, the Provider must conduct a new caregiver background search every four (4) years, or more frequently, as required for some provider types, or at any time within that period when the Provider has reason to believe a new check should be obtained. The Provider shall maintain the results of background checks on its own premises for at least the duration of the contract. The County may audit the Provider's personnel files to assure compliance with the State of Wisconsin Caregiver Background Check Law.

The Provider shall not assign any individual to conduct work under this contract who does not meet the requirement of this law.

Prior to the commencement of any services under this contract, the County may request a background or criminal history investigation of any of the Provider's employees, contracted personnel, and subcontracted employees, who will be providing services to the County under the contract. If any of the stated personnel providing services to the County under this contract is not acceptable to the County in its sole opinion as a result of the background or criminal history investigation, the County may either request immediate replacement of the person in question, or immediately terminate this Contract and any related service agreement. The Provider shall notify the County in writing via certified mail within one business day if an employee has an allegation filed regarding a barring offense or has been charged with or convicted of any crime specified in DHS 12.07(2).

With regards to DHS 13.05, the provider has a responsibility to protect clients upon learning of an incident of alleged misconduct; the provider shall take whatever steps are necessary to ensure that clients are protected from subsequent episodes of misconduct while a determination on the matter is pending. In addition, the provider has a responsibility to report allegations of caregiver misconduct immediately, by telephone or personally, to the county department of human services the facts and circumstances contributing to a suspicion that abuse or neglect has

occurred or to a belief that it will occur. In addition, the entity shall notify the department in writing or by phone within 7 calendar days that the report has been made.

- H. The Provider shall not use or disclose any information concerning eligible clients who receive services from Provider for any purpose not connected with the administration of Provider's or County's responsibilities under this contract, except with the informed, written consent of the eligible client or the client's legal guardian. Except for documents identifying specific clients, the contract and related documents are not confidential.
- I. The Provider shall ensure the establishment of safeguards to prevent employees, consultants, or members of the board from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- J. The Provider shall meet state and federal service standards and applicable state training, licensure and certification requirements as expressed by state and federal rules and regulations applicable to the services covered by this contract. The Provider shall attach copies of its license or certification document and the most recent training, licensing or certification report concerning the Provider to this contract when returning the signed contract to the County. During the contract period, the Provider shall also send the County copies of any licensing inspection reports within 5 days of receipt of such reports.
- K. The Provider shall ensure that staff providing services are properly supervised and trained and that they meet all of the applicable licensing and certification requirements.
- L. The Provider shall submit any performance and other program reports required by the County.
- M. All property, equipment, software, or services used by multiple programs or for multiple purposes subject to cost allocation procedures. The Provider will appropriately adjust claimed expenditures under a cost-sharing allocation plan if automation equipment, software or other services, including staff services, are used for any purpose other than child support program administration.

The provider shall submit a copy of their cost allocation plan to the County upon request. Costs must be allocated in a manner consistent with these plans. The plans must be in accordance with the requirements of applicable Federal cost policies.

XIV. Debarment and Suspension

The Provider certifies through signing this contract that neither the Provider nor any of its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in federal assistance programs by any federal department or agency. In addition, the Provider shall notify the County within five business days in writing and sent by registered mail if the Provider or its principals receive a designation from the federal government that they are debarred, suspended, proposed for debarment or declared ineligible by a federal agency or whenever the Provider determines it is unable to provide the quality or quantity of services required under this contract. The County may consider suspension or debarment to be a cause for revising or terminating the contract.

XV. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Applicability

The Provider agrees to comply with the federal regulations implementing the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to the extent those regulations apply to the

services the Provider provides or purchases with funds provided under this contract. In addition, certain functions included in this agreement are covered by HIPAA rules. As such the County must comply with all provisions of the law and has determined that Provider is a “Business Associate” within the context of the law. As a result, the Purchaser requires Provider to sign and return with this contract the Business Associate Agreement, which will be included and made part of this agreement.

XVI. Privacy and Confidential Information

- A. All case information, paper records, written information, and any electronic data shall remain confidential, as required by law and applicable to this policy. All records pertaining to services provided under this contract are the sole property of the County. Provider shall comply with all State and Federal confidentiality laws concerning information in both the records it maintains and in any other confidential records the Provider accesses to provide services under this contract.
- B. Except as otherwise authorized by law, the Provider may not disclose confidential information for any purpose other than the purposes associated with the administration of services under this contract. “Confidential Information” means all tangible and intangible information and materials accessed or disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State of Wisconsin, the County Agency, or by a third party), that satisfy at least one of the following criteria:
1. Personally Identifiable Information;
 2. Individually Identifiable Health Information;
 3. Non-Public information related to the County’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or
 4. Information designated as confidential in writing by the County.
- C. “Individually Identifiable Health Information” means information that relates to the past, present, or future physical or mental health or condition of the individual, or that relates to the provision of health care in the past, present or future, and that is combined with or linked to any information that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- D. “Personally Identifiable Information” means an individual’s last name and the individuals first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:
1. The individual’s Social Security Number;
 2. The individual’s driver’s license number or state identification number;
 3. The number of the individual’s financial account, including a credit or debit account number, or any security code, access code, or password that would permit access to the individual’s financial account;
 4. The individual’s DNA profile; or
 5. The individual unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by State or Federal law.

- E. “Indemnification” means in the event of a breach of this Section by the Provider, the Provider shall indemnify and hold harmless the County and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Provider and its employees and agents, in violation of this Section, including but not limited to costs of monitoring the credit of all persons whose Confidential Information was disclosed, disallowances or penalties from Federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by the County in the enforcement of this Section.
- F. “Equitable relief” means the provider acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to both the State of Wisconsin and the County, which injury will not be compensable by money damages and for which there is not an adequate remedy available at law. Accordingly, the parties specifically agree that the State and/or County, on their own behalf or on the behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or under applicable law.
- G. Confidential Information does not include information which is required to be disclosed by operation of law.
- H. Provider is responsible for reviewing the Technology and HIPAA Addendum with each employee annually at the time of contracting, and as new employees are hired, to ensure understanding of the proper use of county issued technology (where applicable) and their responsibility to safeguard confidential information. A signed and dated acknowledgement for each employee shall be retained in Provider’s personnel files and be available as requested by the County.

XVII. Conditions of the Parties' Obligations

- A. This contract is contingent upon authorization of Wisconsin and United States laws and any material amendment or repeal of the same affecting relevant funding or authority of any applicable State Department shall serve to terminate this Agreement, except as further agreed to by the parties hereto.
- B. Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire contract between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
- D. County shall be notified in writing of all complaints filed in writing against the Provider. County shall inform the Provider in writing with their understanding of the resolution of the complaint.
- E. The Provider certifies that, for the duration of this contract, no Sheboygan County Health and Human Services staff will be utilized to staff Provider’s services. Violation will result in the contract being null and void. The Provider will provide a list of staff upon request.

XVIII. Legal Status

Provider warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this contract on its behalf are authorized to do so. Provider shall notify the County immediately, in writing, of any change in its legal status.

XIX. Addendums


The following checked addendums are incorporated through reference as inclusive documents to the body of the contract:

- | | |
|---|---|
| <input type="checkbox"/> CBRF Adult Family Home | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> CRS Provider Responsibilities | <input checked="" type="checkbox"/> Technology and HIPAA Agreement – signed and dated |
| <input type="checkbox"/> Daily Living Skills | acknowledgement for each employee shall be <u>retained in</u> |
| <input type="checkbox"/> Guardianship Addendum | <u>Provider’s personnel files</u> and be available as requested by |
| <input type="checkbox"/> RCC Addendum | the County |
| <input checked="" type="checkbox"/> Safety Assurances | Other: _____ |
| <input type="checkbox"/> Representative Payee Addendum | |
| <input type="checkbox"/> SHC Respite | |
| <input type="checkbox"/> Sheboygan Senior Dining Program Requirements | |

XX. Signatures

This contract is agreed upon and approved by the authorized representatives of Sheboygan County and Shoreline Metro (Provider) as indicated below. This Contract becomes null and void if the time between the County's authorized representative signature and the Provider's authorized representative signature on this Contract exceeds sixty (60) days.

For County:

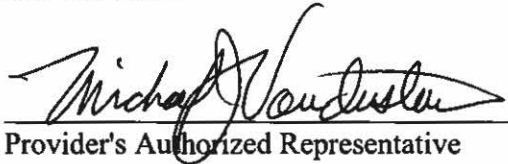


 Matthew Strittmater, Director
 County’s Authorized Representative
 Sheboygan County Health & Human Services

1-23-20

 Date

For Provider:



 Provider's Authorized Representative

1-20-2020

 Date

MAYOR.

 Title:

VI

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 6, 2020.

Your Committee to whom was referred R. O. No. 113-19-20 by City Clerk submitting various license applications; recommends accepting and filing the withdrawal of the following application:

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3014	Preston, Deanna M.	1615 Illinois Avenue

Consent.

_____ 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

6.1

R. O. No. 113 - 19 - 20. By CITY CLERK. December 2, 2019.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3030	Bowser, Jake J.	73A Lincoln Avenue
3013	Clark, Gorgeous D E.	1323 S. 8 th Street
3017	Dickson, Caleb A.	3325 N. 7 th Street
3024	Geldreich, Jacob M.	906 Oakly Street, Kohler
3025	Kelly, Joseph E.	1022 N. 16 th Street
3021	Mclain, Tina Hyatt	712 Broughton Drive #25
8054	Perce, Charles M Jr.	18 Tacoma Trail
3016	Splivalo, Lauren H.	522 Roosevelt Road, Kohler

MASSAGE ESTABLISHMENT (RENEWAL) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3305	Applied Reflexology	604 Erie Avenue
3308	Aurelia Massage Therapy LLC	4027 S. Business Drive
2727	Bonjour Massage	1327 N. 8 th Street
3311	Breiter Beginnings LLC	707 N. 8 th Street Suite 204
2258	Curative Therapies LLC	2829 N. 15 th Street
2441	Darling Therapies	604 Erie Avenue
2180	Donna Grady - Massage Therapy	809 N. 8 th Street
3336	Entourage Salon and Spa I	726 Michigan Avenue
3252	Fantoli Massage & Wellness LLC	4027 S. Business Drive
3424	Fuzion Skin Spa	2829 N. 15 th Street
2044	Groove Salon	1227 N. 8 th Street
2871	Hands In Motion	4027 S. Business Drive
2586	In Balance Therapeutics, LLC	832 N. 6 th Street
2792	Integrated Health Therapies	833 Pennsylvania Avenue
2868	Intouch	1427 N. 4 th Street
1205	Jomaji Salon & Spa Inc.	682 South Pier Drive
2804	Reflections Spa	725 Blue Harbor Drive
1701	Salon Sase	631 Riverfront Drive
3232	Simply Altruistic Massage Studio	604 Erie Avenue
3300	Soli Muscular Therapy LLC	604 Michigan Avenue
3302	Tangerine Salon	1213 Superior Avenue

RIPS
 12-12 Grant all Lic except
 hold # 3014 (Preston)
 Grant # 2558 (Boqvist)
 # 7788 (DeGroat)
 # 0251 (Krueger)
 w/ washings
 Amend R.O. for
 #3014 (Preston) to be new.
 12-30- Grant withdrawl
 of #3014 (Preston)

TAXICAB BUSINESS LICENSE (RENEWAL) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3215	Bluecab	1119 Michigan Avenue
2509	Santanas Limo	2724 Main Avenue

TAXICAB DRIVERS LICENSE (RENEWAL) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2843	Bernier, Kristopher A.	2102 Superior Avenue
2652	Block, Michelle R.	414 Niagara Avenue
2558	Bogart, Thomas Jr.	1616 N. 12 th Street
1413	Brotz, James E.	2403 S. 8 th Street
0093	Butler, James D. Jr.	1630 S. 8 th Street Apt. A
1153	Brunner, Katlyn M.	721 Bluff Avenue
2918	Bueno, Oscar Jr.	3228 N. 27 th Street
7788	Degroat, Shawn	1614 S. 9 th Street
2906	Forss, Brian J.	4205 Cherrywood Ct. #B205
1141	Frank, Jason J.	1308 N. 15 th Street
1509	Gordon, Jody Lynn	741 Acacia, Sheboygan Falls
8112	Gohr, Trevor M.	4213 Autumn Court
0256	Krueger, Mark A.	13 S. Hiawatha Circle
0565	Krueger, Nathan J.	1419 Forsythe Avenue
3014	Preston, Deanna M.	1615 Illinois Avenue
2823	Santana, Alicia	2724 Main Avenue
8860	Santana, Susan M.	2724 Main Avenue
1149	Stewart, Harvey L.	1416 Illinois Avenue
4270	Swita, Jeffrey A.	16820 CTH M, Cleveland



R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 6, 2020.

Your Committee to whom was referred pursuant to R. O. No. 124-19-20 by City Clerk submitting various license applications; recommends amending R. O. No. 124-19-20 to list Taxicab Drivers License application #2008 (Bethany B. Garcia) as "NEW" and not "RENEWAL" and granting licenses on the amended R. O. with various caveats (*):

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3042	Ackerman, Jean M.	3017A N. 9 th Street, Apt. #3
3031	Frazier, Preston D.	1502 S. 13 th Street, Apt. B
3036	Lallemont, Michael J.	2537 N. 11 th Street
1759	Lulow, Katrina N.	913A Indiana Avenue
6656	Maitland, Jennifer E.	821 N. 28 th Street
3037	Moehring, Michelle L.	N6435 Rangeline Road
1115	Riley, Christine L.	4421 Primrose Court S102
3041	Sargent, Natalie A.	1613 Division Avenue
3043	Schaal, Elizabeth M.	1522 John Court
3044	Shufflebotham, Donald J.	2314 N. 9 th Street
6990	Strysick, Starr M.	1525 N. 3 rd Street
3035	Wilcott, Nicholas C.	824 Pershing Avenue

MASSAGE ESTABLISHMENT (RENEWAL) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3372	Sisterhood Services	841 Riverfront Drive

TRANSFER - PREMISES TO PREMISES (PERMANENT)

Craft 30 - License No. 3150 - transferring from 1015 S. 10th Street to 908 Michigan Avenue.

TAXICAB DRIVERS LICENSE (RENEWAL) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
8863	Castillo, Ivan V.	1415 S. 17 th Street
2611	Kristoff, Seth M.	N3481 E. Highway A, Sheboygan Falls
*2434	Lopez, Angela M.	1525 S. 13 th Street
1639	Montes Aguirre, Victor	1307 S. 7 th Street
2773	Rango, Todd B.	1405 N. 11 th Street
2269	Wallgren, Paul A.	4253 Honeysuckle Court H106
* grant with a warning related to recent violation which occurred in a cab		

Consent

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3032	Schmalz, Donna M.	919 Wisconsin Avenue #309
3045	Wildman, Theresa A.	1433 Nevada Court

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. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a request from Schroeder & Holt Architects LLC to encroach upon portions of Niagara Avenue on property located at 832 N. 8th Street for the purpose of constructing a balcony.

City Plan

CITY CLERK

December 12th, 2019

City of Sheboygan
828 Center Ave Suite 300
Sheboygan WI, 53081

Re: DuBois Building 832 N. 8th Street

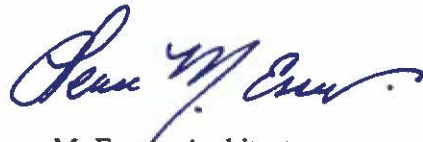
Mayor Vandersteen and Common Council

We are writing you to request an encroachment into the public right of way on the property located at 832 N. 8th Street – the DuBois building. Built of wood framing and brick veneer around the turn of the century, the building originally had two apartments on the second floor. The entrance stairs to the second floor is located at the rear of the building. To provide egress from the front apartment a balcony was constructed on the Niagara Ave. side of the building. This balcony was removed at some time in the past, but the door to the balcony still remains.

The owner of the building would like to renovate the second floor of the building into a single, three bedroom, Airbnb. We are seeking permission to construct a new balcony in the location of the original balcony. This balcony is necessary to provide a second means of egress from the front apartment. The small and narrow size of the building does not allow us to construct a second internal stair. Our design will be consistent with the age of the building as well as the children's museum egress stair directly across the street.

Please contact me if you have any questions.

Thank you,



Steven M. Esser - Architect

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764

www.sha-a2k.com



**Tuesday, November 26, 2019
CITY PLAN COMMISSION - 4:00 PM**

**CITY HALL - COUNCIL CHAMBER
828 Center Avenue, Sheboygan, WI 53081**

Persons with disabilities who need accommodations to attend the meeting should contact the Dept. of City Development at 920/459-3377 as soon as possible.

1. OPENING OF MEETING

- 1.1 Call to Order.
- 1.2 Pledge of Allegiance
- 1.3 Introduction of committee members and staff.
- 1.4 Identify potential conflict of interest.

2. MINUTES

- 2.1 Approval of the Plan Commission minutes from November 12, 2019.

3. ITEMS FOR DISCUSSION AND POSSIBLE ACTION

- 3.1 Conditional Use application by Jim DuBois to construct a new 2nd floor apartment at 832 N. 8th Street.
- 3.2 Conditional Use Permit and variance application by Ma De Jesus Alvarado - Vital to locate Tacos Maria food truck in the Citgo parking lot located at 610 S. 14th Street.
- 3.3 Site Plan application by Vollrath to replace hydrogen and nitrogen tanks at their facility located at 1236 N. 18th Street.

4. NEXT MEETING

- 4.1 December 10, 2019

5. ADJOURN

- 5.1 Motion to Adjourn

In compliance with Wisconsin's Open Meetings Laws, 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



November 08, 2019

City of Sheboygan
Department of City Development
828 Center Avenue
Sheboygan WI, 53081

Re: DuBois Building Second Floor Remodeling
Conditional Use Permit Process - Written Documentation

The following is the written documentation required by the city for the Conditional Use Permit Process specifically explaining/detailing the proposed use:

- An explanation of the existing/previous use.
The second floor space is currently vacant. The space was previously used as an apartment and prior to that was offices.
- An explanation of the proposed apartment use – how many apartments, how many bedrooms, parking, etc.
The proposed use is a second floor, three bedroom apartment.
- Why did you select this location?
The owner of the building operates a business on the first floor.
- Where are the apartments located in this building – please provide floor plan showing how the space is to be used (1st floor and 2nd floor - office, retail, apartments, etc.).
Please refer to the attached drawings.
- Explanation of jump platform/deck – why needed (use) and design (aesthetics).
The jump platform is required to meet UDC code requirements. Two means of egress are required from the apartment. We cannot get the second means of egress without the platform.
- Number of parking spaces - is their enough parking for clients, employees and tenants?
Public parking is located on adjacent street.
- How will you insure that the proposal will not become a nuisance to adjoining property owners (i.e. vehicles, equipment, lighting, noise, architectural style, outdoor storage of materials, garbage, etc.)?
We are in the process of coordinating this with neighboring owners and tenants.
- Any other information that will be useful for the Plan Commission to understand your proposed business.
Nothing at this time.

Thank you,
Raymond Rodenbeck

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764

www.sha-a2k.com



TRANSMITTAL

To: Meredith DeBruin
City of Sheboygan
828 Center Ave
Sheboygan WI 53081

Project: DuBois Remodeling

Attn: Meredith DeBruin

Job No.: 3996

Date: November 25, 2019

Sent via: delivery

We are sending you

- Attached Under separate cover via _____ the following items:
- Shop Drawings Prints/Plans Samples Specifications Change Orders
- Other: _____


Copies Description

Copies	Description
1	Encroachment request
1	drawings

These are transmitted as checked below:

- For your use Approved as submitted Resubmit Copies for approval
- As requested Approved as noted Submit Copies for distribution
- For your review Returned for corrections Return Corrected prints

Remarks:

Signed:  Copies to: file
Steven M. Esser

311 East Chicago Street
Suite 310
Milwaukee, WI 53202

p. 414-276-1760
f. 414-276-1764

www.sha-a2k.com

DuBois Building Alteration

832 N. 8th St. Sheboygan, WI



PROJECT TEAM:

OWNER:

Xxx, Inc.
Broadway Ave.,
Milwaukee, WI 53202
TEL: (414) 555-5555
email www.xxx.com
ATTN: Mr. Smith

ARCHITECT:

SHA, LLC
311 E. Chicago, Suite 310
Milwaukee, WI 53202
TEL: (414) 276-1760
email steve@sha-32L.com
ATTN: Mr. Steven Esser

STRUCTURAL ENGINEER:

Pierce Engineers
181 Broadway Ave.
Milwaukee, WI 53202
TEL: (414) 278-6020
email procco@pierceengineers.com
ATTN: Mr. Peter Crocco

GENERAL NOTES:

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE CONDITIONS.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO BEGINNING ANY WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES DO NOT SCALE DRAWINGS.
3. REFER TO THE SOILS REPORT FOR SUBSURFACE CONDITIONS, BEARING CAPACITIES, ETC. NOTIFY THE ARCHITECT, ENGINEER AND OWNER OF ANY DISCREPANCY BETWEEN THIS REPORT AND THE PLANS, SPECIFICATIONS OR SITE CONDITIONS.
4. ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST BUILDING CODES, ORDINANCES AND REGULATIONS OF THE CITY OR COUNTY WITH JURISDICTION.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTING AS REQUIRED BY THE CONTRACT DOCUMENTS OR ANY GOVERNMENT AGENCY.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, UTILITIES, OTHER SERVICES AND RELATED TASKS NECESSARY FOR PROPER EXECUTION OF THE CONSTRUCTION REQUIRED BY THE CONTRACT DOCUMENTS.
7. THE GENERAL CONTRACTOR IS TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS. COMPLY WITH SAFETY REGULATIONS AND RESTRICTIONS AS REQUIRED FOR WORKER AND PEDESTRIAN PROTECTION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. PROVIDE PROTECTION AS REQUIRED TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION WITHIN AND ADJACENT TO THE JOBSITE. WHERE DAMAGE OCCURS, REPAIR OR REPLACE DAMAGED AREA AND/OR MATERIAL AS REQUIRED TO THE OWNER'S APPROVAL AT NO ADDITIONAL COST. THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS.
8. THE GENERAL CONTRACTOR SHALL BRING ANY REVISION OR ADDITIONAL WORK REQUIRED BY FIELD CONDITIONS OR LOCAL GOVERNING AUTHORITIES TO THE ATTENTION OF THE ARCHITECT AND OWNER BEFORE PROCEEDING.
9. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY THE SIZE AND LOCATION OF ALL UTILITY LINES AND TUBES TO THE BUILDINGS, BRING ALL UTILITY LINES (WATER, SEWER, GAS, STORM DRAIN, TELEPHONE AND ELECTRICAL, ETC.) INTO THE BUILDING AS INDICATED ON THE CONSTRUCTION DOCUMENTS. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT, OWNER & CIVIL ENGINEER.
10. NO BUILDING OR PORTION OF A BUILDING SHALL BE OCCUPIED OR USED FOR STORAGE PRIOR TO THE ISSUANCE OF THE TEMPORARY CERTIFICATE OF OCCUPANCY. APPROVAL FOR OCCUPANCY IS ONLY GRANTED AFTER ACCEPTANCE BY GOVERNING AGENCIES.
11. THE REMOVAL OF ALL HAZARDOUS CONTAINING MATERIALS IS THE SOLE RESPONSIBILITY OF THE OWNER. SHOULD ANY MATERIALS BE DISCOVERED DURING ANY PHASE OF CONSTRUCTION, OR SUSPECTED TO BE HAZARDOUS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY OWNER.

PROJECT INFORMATION:

GOVERNING CODE:	WISCONSIN ADOPTED 2018 IBC 2015 EBC
ALTERATION TYPE:	LEVEL 2
TOTAL BUILDING AREA ALTERATION:	1,460sf
BASEMENT AREA ALTERATION:	275sf
FIRST FLOOR AREA ALTERATION:	853sf
SECOND FLOOR AREA ALTERATION:	332sf
CONSTRUCTION TYPE:	VS
OCCUPANCY CLASSIFICATION:	B - NO CHANGE IN OCCUPANCY
OCCUPANCY SEPARATION:	SEPARATED USE
REQUIRED SEPARATION:	1HR. HORZ. SEPARATION 1HR. HORZ. SEPARATION PROVIDED
NUMBER OF STORIES ALLOWED:	2
NUMBER OF STORIES:	2
SPRINKLER SYSTEM:	NONE
FIRE EXTINGUISHERS:	PER IFC
ACCESSIBLE ROUTE:	NOT REQUIRED

ARCHITECTURAL

STRUCTURAL

SHEET INDEX:

1 of 1	PLAT of SURVEY
1 of 1	ENCROACHMENT EXHIBIT
A1.1	EXISTING / DEMO 1 FLOOR PLANS
A2.1	ELEVATIONS
SO.1	GENERAL NOTES
S1.1	SECOND FLOOR FRAMING PLAN



NORTH QUARTER CORNER OF SECTION 23, T15N, R23E FOUND MAG NAIL IN ASPHALT.



LOCATION MAP
(1" = 1000' FREQ)

Legal Description:

(Based on Title Commitment issued by Knight Barry Title, Inc., File #: 1074276 with a commitment date of October 16th, 2019.)

Parcel A:
The North 20 feet of the East One half (E 1/2) of Lot Two (2) and the North 20 feet of Lot One (1) in Block 127 of the original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Number: 56281107150
Property Address: 632 North 8th Street, Sheboygan, WI 53081

Notes:

- Field work performed by Ayres Associates on October 16th, 2019.
- Bearings are referenced to the East quarter line of the Northwest Quarter of Section 23, T15N, R23E, WCCS - Sheboygan County, measured as N00°44'25"E.
- Before excavation, appropriate utility companies should be contacted. For exact location of underground utilities, contact Diggers Hotline at 1.800.242.8511.

Surveyor's Certificate

I, Brian F. Glasz, Professional Land Surveyor, hereby certify that I have surveyed the lands shown hereon in accordance with Chapter A-ET of the Wisconsin Statutes and that this map and description is a true and correct to the best of my knowledge and belief.

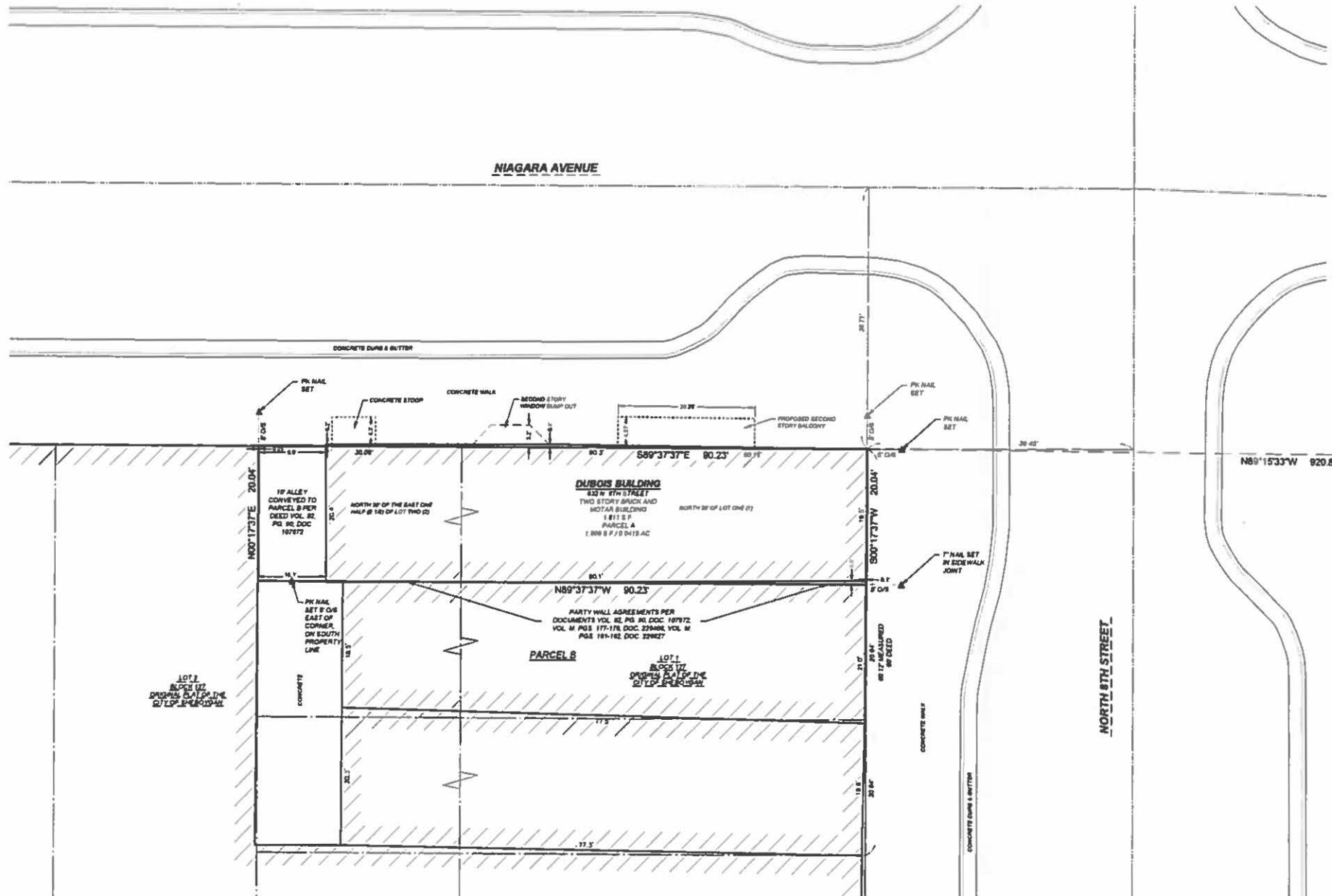
Brian F. Glasz, P.L.S. No. 8-3118
Dated this 11th day of November, 2019.



0 5 10 20
SCALE 1" = 10'



CENTER OF SECTION 23, T15N, R23E FOUND SAW-CUT X IN CONCRETE



LEGEND	
	PROPERTY LINE
	RAW LINE
	RAW CENTERLINE
	BUILDING

SURVEY BY	NS	BOOK NO					
DR BY	BFG	PROJ NO	76-0143.00				
CHK BY	NV	DATE	11/01/2019	NO	DATE	REVISION	

DUBOIS BUILDING
SCHROEDER & HOLT ARCHITECTS
SHEBOYGAN, WI

AYRES ASSOCIATES
117 MC4223 Racine Road
Waukegan, WI 53188
(262) 523-4488
AyresAssociates.com

PLAT OF SURVEY

SHEET NO
1



NORTH QUARTER CORNER OF SECTION 23, T15N, R23E FOUND MAG NAIL IN ASPHALT.



LOCATION MAP (1" = 1000' F.M.S.)

Legal Description:

(Based on Title Commitment issued by Knight Barry Title, Inc., File #: 1074275 with a commitment date of October 18th, 2019.)

Parcel A:

The North 20 feet of the East one half (E 1/2) of Lot Two (2) and the North 20 feet of Lot One (1) in Block 127 of the original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Number: 58251107150

Property Address: 832 North 8th Street, Sheboygan, WI 53081

Notes:

- Field work performed by Ayres Associates on October 18th, 2019.
- Bearings are referenced to the East quarter line of the Northwest Quarter of Section 23, T15N, R23E, WCCS - Sheboygan County, measured as N00°44'25"E.
- Before excavation, appropriate utility companies should be contacted. For exact location of underground utilities, contact Diggers Hotline at 1.800.242.8511.

Legal Description for conditional use permit:

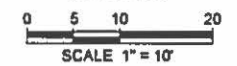
Being a part of the Southeast Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Center of said Section 23;
 Thence North 00°44'25" East along the East Quarter line of the Northwest Quarter of said section 23, 68.41 feet; thence North 89°15'33" West, 920.95 feet to the Northeast corner of Lot 1 of Block 127 of the Original Plat of the City of Sheboygan and the intersection of the West right of way line of North 8th Street and the South right of way line of Niagara Street; thence North 89°37'37" West along said North lot line, 18.75 feet to the Point of Beginning; thence North 89°37'37" West along said North lot line, 20.25 feet; thence North 00°51'51" East, 4.57 feet; thence South 89°08'09" East, 20.25 feet; thence South 00°51'51" West, 4.39 feet to the Point of Beginning.

Containing 91 square feet or 0.002 acres, more or less.



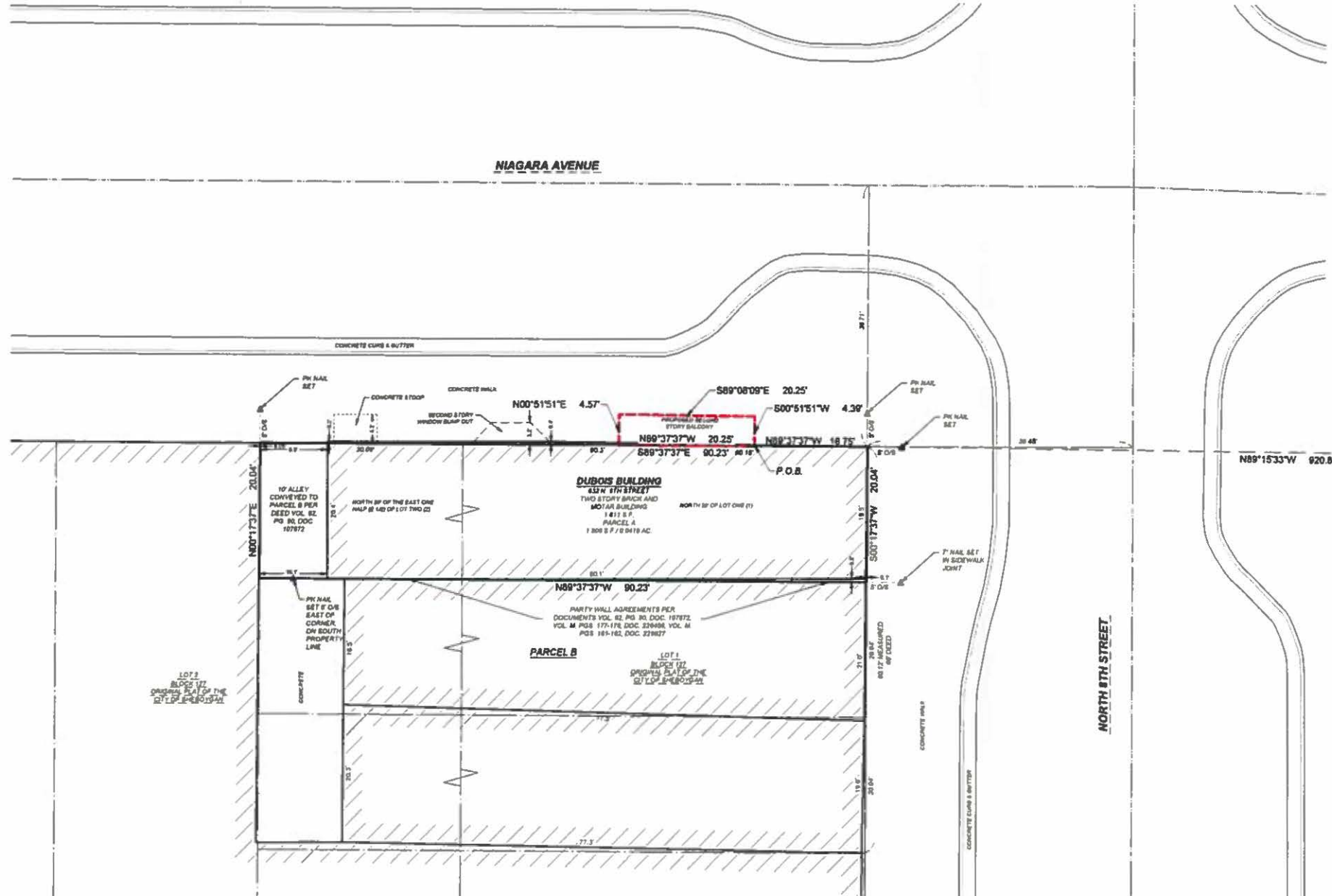
NORTH



CENTER OF SECTION 23, T15N, R23E FOUND SAW-CUT X IN CONCRETE

LEGEND

- PROPERTY LINE
- RAW LINE
- RAW CENTERLINE
- BUILDING



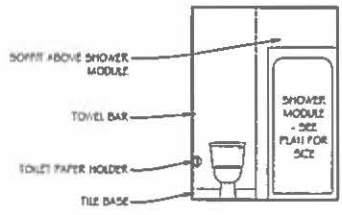
SURVEY BY	NS	BOOK NO							
DR BY	BFG	PROJ NO	76-0143.01						
CHK BY	NV	DATE	12/09/2019	NO	DATE	REVISION	NO	DATE	REVISION

DUBOIS BUILDING
 SCHROEDER & HOLT ARCHITECTS
 SHEBOYGAN, WI

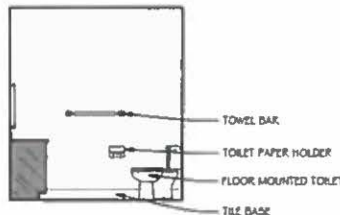


CONDITIONAL USE PERMIT EXHIBIT

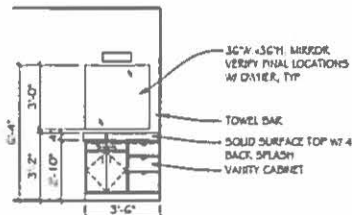
SHEET NO 1



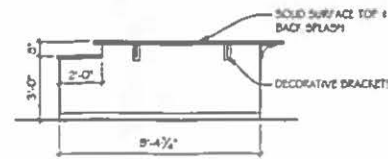
3 BATHROOM ELEVATION
SCALE: 1/4" = 1'-0"



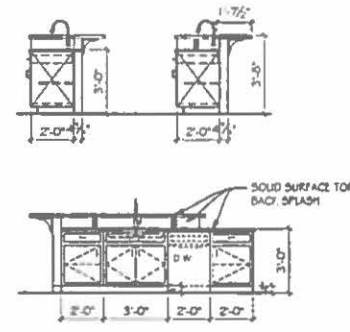
4 BATHROOM ELEVATION
SCALE: 1/4" = 1'-0"



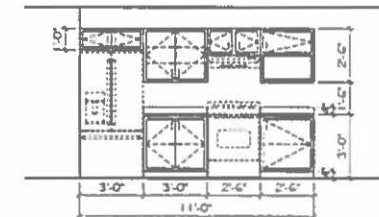
5 BATHROOM ELEVATION
SCALE: 1/4" = 1'-0"



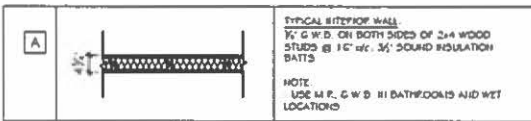
6 KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



7 KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



8 KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN CODED NOTES:

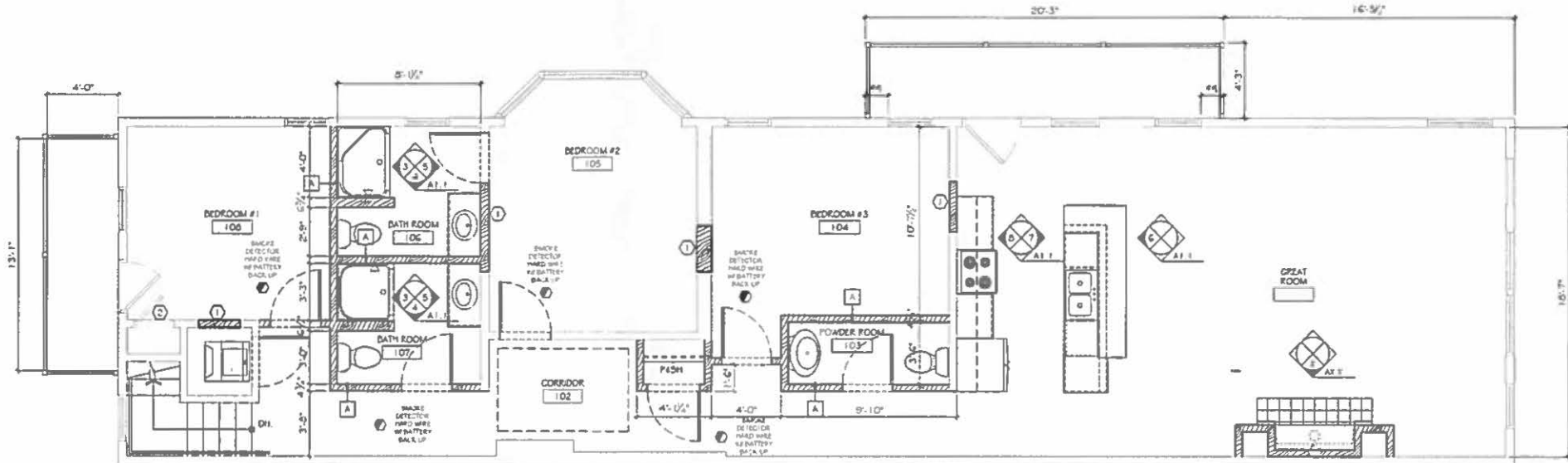
1. FILL EXISTING WALL OPENING WITH 2x STUDS @ 16" o.c. MATCH THICKNESS OF EXISTING WALL.
2. PROVIDE NEW DOOR TO FIT EXISTING OPENING. FIELD VERIFY OPENING SIZE.

DEMOLITION GENERAL NOTES:

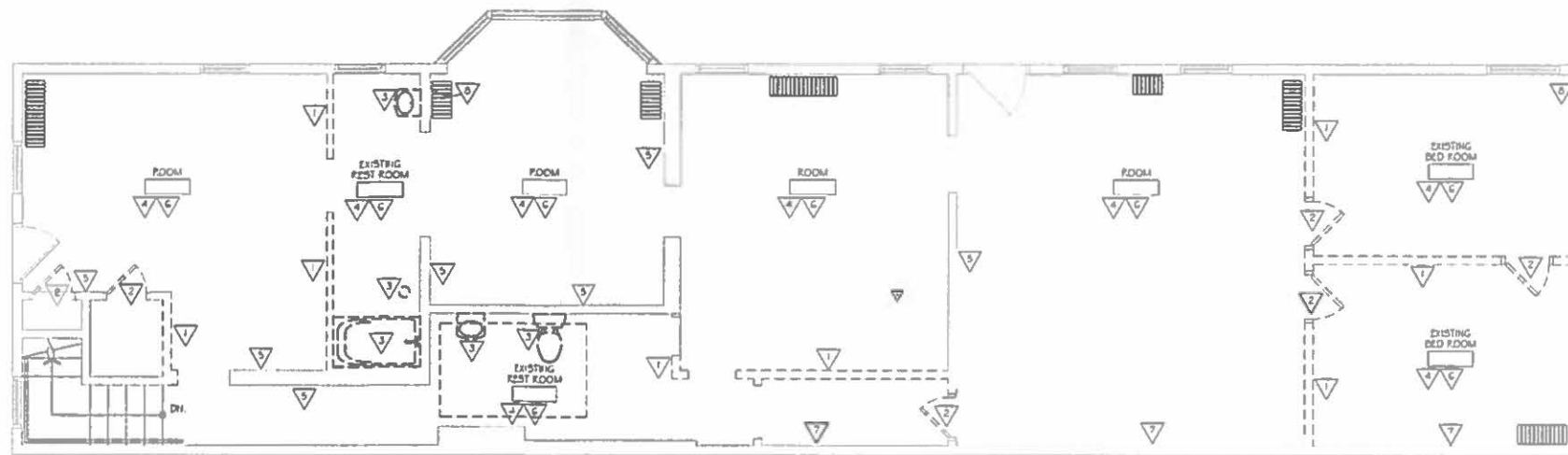
1. DEMO SECTION OF EXISTING PARTITION FROM FLOOR TO STRUCTURE ABOVE. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. REMOVE EXISTING FLOOR FASTENERS TO BELOW FLOOR LINE. PATCH FLOOR LEVEL WITH FLOOR SURFACE. TAPE AND FINISH EXPOSED PARTITION SURFACES PLUMB AND SMOOTH.
2. REMOVE EXISTING FLOOR COVERING AS REQUIRED AND PREPARE FLOOR SURFACE FOR INSTALLATION OF NEW FLOOR FINISH UNLESS NOTED OTHERWISE. REFER TO FINISH SCHEDULE.
3. ASBESTOS DETECTION/REMOVAL (IF APPLICABLE) TO BE CONDUCTED BY BUILDING OWNER PRIOR TO START OF GENERAL DEMOLITION. GENERAL CONTRACTOR TO COORDINATE SCHEDULE WITH BUILDING OWNER.
4. GENERAL CONTRACTOR TO COORDINATE ALL DEMOLITION WORK (NOTED OR OTHERWISE REQUIRED) WITH NEW CONSTRUCTION. GENERAL CONTRACTOR TO COORDINATE ANY INTERRUPTIONS ELECTRICAL, MECHANICAL, PLUMBING, ETC.) WITH BUILDING OWNER 72 HOURS IN ADVANCE.
5. DEMOLITION AREAS SHALL BE TERMINATED BY A HEAT & ORDERLY FASHION. CLEANED & PATCHED TO ALIGN WITH NEW AND EXISTING CONSTRUCTION, AND PREPARED TO RECEIVE NEW FINISHES.
6. REMOVE ALL EXISTING MISCELLANEOUS CONDITIONS AS REQUIRED TO ACCOMMODATE PROPOSED CONSTRUCTION WHETHER SHOWN ON PLAN, OR NOT, INCLUDING BUT NOT LIMITED TO FASTENERS CLIPS, MOLDINGS AND OTHER SYSTEMS AS REQUIRED.
7. PATCH ALL WALLS, FLOORS, AND CEILINGS WHERE PARTITIONS, CABINETS, PLATFORMS AND MOUNTED FURNITURE ARE TO BE REMOVED. ALL FINISHES TO EITHER MATCH EXISTING OR REFER TO ROOM FINISH SCHEDULE.
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL DRAWINGS FOR ADDITIONAL COORDINATION ITEMS. COORDINATE ALL MEP ITEMS WITH SUB-CONTRACTORS.
9. REMOVE EXISTING PARTITIONS AS INDICATED, FROM FLOOR TO STRUCTURE ABOVE. DISPOSE OF DEMOLITION MATERIALS.
10. REMOVE AND RELOCATE EXISTING FIRE ALARMS AS REQUIRED. SEE ELECTRICAL DRAWINGS FOR COORDINATION.
11. PATCH ANY OPENINGS IN EXISTING FLOOR WALLS & STRUCTURE ABOVE, TO MAINTAIN FIRE AND/OR SMOKE RATINGS. UTILIZE UL DESIGN CONSTRUCTION, OR MATCH EXISTING RATED CONSTRUCTION.
12. LIFE SAFETY FEATURES ARE TO REMAIN IN OPERATION THROUGH ALL PHASES OF CONSTRUCTION INCLUDING SMOKE DETECTION, AND OTHER SYSTEMS. VERIFY WITH OWNER A LIFE SAFETY PLAN FOR THE PROJECT.
13. PROVIDE A MIN. OF 1 SMOKE DETECTOR / 500 SQ FT TO COVER FIRE WATCH COVER DETECTORS DURING PHASES OF CONSTRUCTION, UNCOVER AT NIGHT.
14. REFER TO MECHANICAL DRAWINGS FOR REMOVAL OF PLUMBING PIPING / MECHANICAL EQUIPMENT.

DEMOLITION CODED NOTES:

- ▽ DEMO SECTION OF EXISTING PARTITION FROM FLOOR TO STRUCTURE ABOVE. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. REMOVE EXISTING FLOOR FASTENERS TO BELOW FLOOR LINE. PATCH FLOOR LEVEL WITH FLOOR SURFACE. TAPE AND FINISH EXPOSED PARTITION SURFACES PLUMB AND SMOOTH.
- ▽ REMOVE EXISTING DOOR AND FRAME (INCLUDING SIDE LIGHT IF APPLICABLE) IN ITS ENTIRETY. PATCH PARTITION TO MATCH ADJACENT PARTITION SURFACE. INSTALL NEW METAL STUDS AND GYPSUM BOARD AS REQUIRED TO PROVIDE SMOOTH, PLUMB TRANSITION. TAPE AND FINISH JOINTS.
- ▽ REMOVE EXISTING PLUMBING FITTURE. PLUMBING CONTRACTOR TO REMOVE PIPING BACK TO NEAREST BRANCH PIPE, INSTALL VALVE AND CAP PLUMBING.
- ▽ REMOVE EXISTING CARPET, TILE OR SHEET FLOORING AND PREPARE FLOOR SURFACE FOR INSTALLATION OF NEW FLOOR FINISH.
- ▽ REMOVE EXISTING PLASTER, LATH AND FINISH FROM WALL.
- ▽ REMOVE EXISTING PLASTER, LATH, TRIM AND LIGHT FIXTURES FROM CEILING. REMOVE ALL CONDUIT AND EXPOSED JUNCTION BOXES. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. CONFIRM WITH OWNER THE NEW LOCATION.
- ▽ REMOVE EXISTING PLASTER, LATH AND FINISH FROM BRICK WALL AND CLEAN BRICK. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES.
- ▽ REMOVE RELOCATE EXISTING ELECTRIC BOX (PARAGON CLOCK). REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. CONFIRM WITH OWNER THE NEW LOCATION.



2 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"

DuBois Building
Second Floor Remodeling
832 N 8th St.
Sheboygan WI

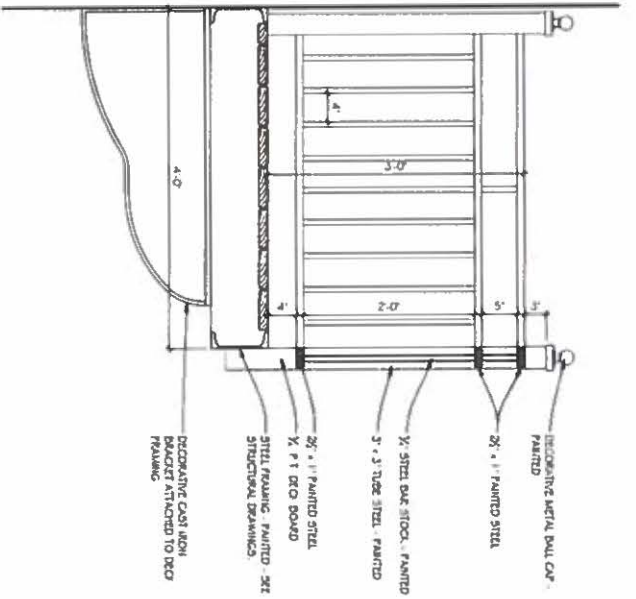
NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT #: 3996

DATE: December 12th, 2019

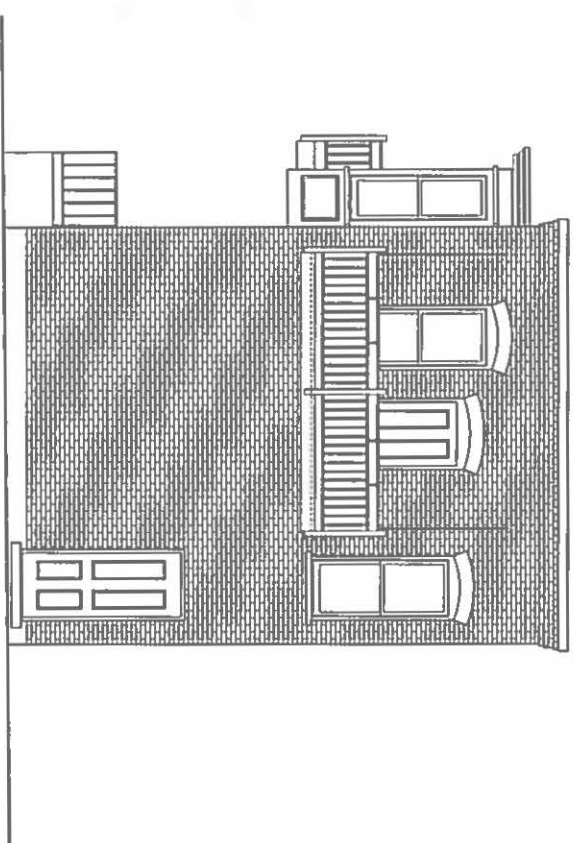
floor plan

A1.1



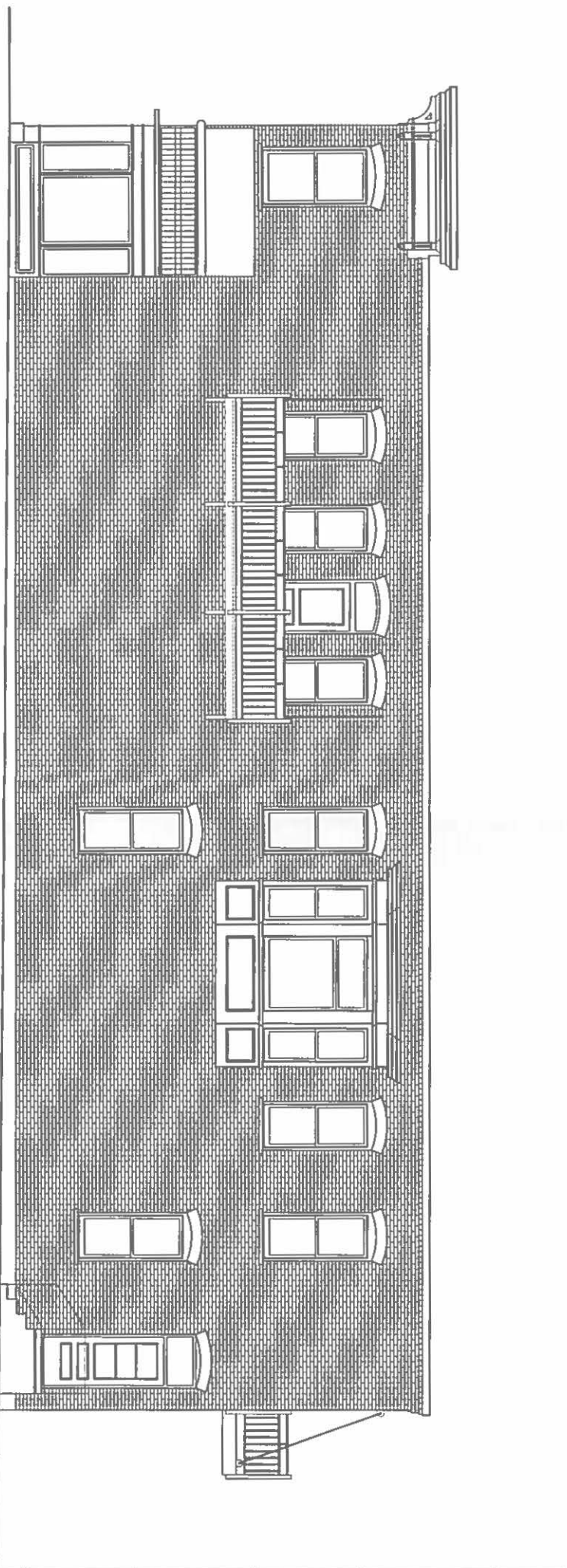
1 BALCONY DETAIL

SCALE: 1" = 1'-0"



WEST ELEVATION

SCALE: 1/8" = 1'-0"



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

DuBois Building
Second Floor Remodeling
832 N 8th St.
Sheboygan WI

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

PROJECT # 3996
DATE December 12th, 2019
c/s: shohl

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

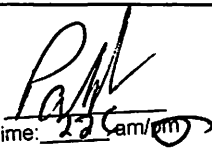
Submitting a Summons and Complaint in the matter of James Pulaski vs. City of Sheboygan et al.

CITY CLERK

*Financet
Personnel*

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

**Electronic Filing
Notice**Case No. 2019CV000646
Class Code: Other-Personal InjuryFILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L.
Persick
Branch 4CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN WI 53081Process Server 
Date: 12/13/19 Time: 2:26 am/pm
 Personal Substitute
 Posted Corporate

DEC 13 '19 PM 9:12

Case number 2019CV000646 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.

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: 7f0855

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: December 11, 2019

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

**Electronic Filing
Notice**

Case No. 2019CV000646

Class Code: Other-Personal Injury

FILED

12-11-2019

Sheboygan County

Clerk of Circuit Court

2019CV000646

Honorable Rebecca L.

Persick

Branch 4

MARTIN HALVERSON
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2019CV000646 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.

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: 7f0855

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: December 11, 2019

STATE OF WISCONSIN**CIRCUIT COURT****SHEBOYGAN**

James Pulaski vs. City of Sheboygan et al

**Electronic Filing
Notice**Case No. 2019CV000646
Class Code: Other-Personal InjuryFILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L.
Persick
Branch 4WILLIAM BORZYSKOWSKI
828 CENTER AVE.
SHEBOYGAN WI 53081

Case number 2019CV000646 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.

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: 7f0855

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: December 11, 2019

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

SHEBOYGAN COUNTY

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L.
Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:

Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant: You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The complaint, which is attached, states the nature and basis of the legal action.

Within 45 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 the court, whose address is Clerk of Circuit Court, Sheboygan County Courthouse, 615 N. 6th Street, Sheboygan Wisconsin 53081, and to Dierkes Law Office, LLC, Plaintiff's attorney, whose address is 610 Riverfront Drive, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not provide a proper answer within 45 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.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

STATE OF WISCONSIN

CIRCUIT COURT
BRANCH _____

SHEBOYGAN COUNTY

FILED
12-11-2019
Sheboygan County
Clerk of Circuit Court
2019CV000646
Honorable Rebecca L.
Persick
Branch 4

James Pulaski
13055 Homer Smith Rd
Piedmont, South Dakota 57769

Plaintiff

v.

Case No:

Case Code: 30107

City of Sheboygan
828 Center Avenue
Sheboygan, Wisconsin 53081,

William Borzyskowski
City Code Enforcement Officer
828 Center Avenue
Sheboygan, Wisconsin 53081, and

Martin W. Halverson
City Finance Director
828 Center Avenue
Sheboygan, Wisconsin 53081

Defendants.

COMPLAINT

The plaintiff, James Pulaski, through his attorney Jason E. Dierkes, of Dierkes Law Office, LLC, alleges as follows:

PARTIES

1. Plaintiff, James Pulaski, with a mailing address as stated in the caption, is the owner of what was formerly known as 736 South Water Street, Sheboygan, in Sheboygan County, and is now a vacant lot identified as tax parcel 59281109670.

2. Defendant, City of Sheboygan, is an incorporated Wisconsin municipality, a city, with its' offices located at 828 Center Avenue, Sheboygan, Wisconsin.
3. Defendant, William Borzyskowski, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Code Enforcement Officer, and the signatory for the raze order issued and enforced and at question in this suit.
4. Defendant, Martin W. Halverson, as an individual and in an official capacity, and at all times relevant acting within the scope of his employment, is an employee of the City of Sheboygan, with the title of Finance Director, the authorizing and responsible person of the purchase orders for the entry by third-party entities and the hiring of the company that demolished the plaintiff's property in question in this suit.

JURISDICTION AND VENUE

5. This court has jurisdiction over the subject matter of this dispute pursuant to Article VII §8 of the Wisconsin Constitution.
6. This court has jurisdiction over the defendants pursuant to Wis.Stat. §801.04 and §801.05.
7. Venue is proper pursuant to Wis.Stat. §801.50.
8. This court has jurisdiction to hear deprivation of constitutional and civil rights claims under the United States Constitution, Wisconsin Constitution, Title 42 U.S.C §1983, multiple United States Supreme Court decisions, and the Wisconsin Supreme Court decision in *Terry v. Kolski*, 78 Wis. 2d 475, 254 N.W.2d 704 (1977)

GENERAL ALLEGATIONS

9. The plaintiff, James Pulaski, in January of 2016, purchased and became the owner of 736 South Water Street, located in the City of Sheboygan, which contained the lot and a residential improved building located thereon.

10. In order to improve and renovate the home, Mr. Pulaski requested and obtained from the defendant a building permit to perform rough carpentry and roof replacement on the property- building.

11. The permit application of October 2016 contained Mr. Pulaski's contact information including full name, his then address of 940 South 57th Street, West Allis, Wisconsin 53214, along with his mobile cell phone number. **(Exhibit 1)**

12. The residential building at issue was in need of repairs and/or rebuilding, and post building permit issuance, and over the following year or more, Mr. Pulaski, along with family and friends, performed significant property renovations or construction on the property, including, but not limited to, new roof framing, joists, decking, roof, etc. **(Exhibit 2)**

13. The plaintiff, Mr. Pulaski, expended substantial resources for the initial renovation and improvement, with materials and construction costs exceeding over thirty-thousand dollars, not including labor.

14. In addition to the plaintiff's contact information being contained in the building permit application and issuance, in January of 2017, Mr. Pulaski, being an out of town owner, again notified and informed the City of Sheboygan of his contact information for any property related issues. **(Exhibit 3)**

15. The defendants at all times relevant had the Plaintiff's mailing address, mobile phone number, and email address.

16. The defendants at all times relevant knew that the residential building located at 736 South Water Street, in the City of Sheboygan, was not occupied by the plaintiff and was not occupied by anyone.

17. Unknown to the plaintiff, on November 7th, 2018 defendant issued and signed a Raze Order for plaintiff's property. **(Exhibit 4)**

18. At no time did the defendants, or any City of Sheboygan representative, contact the plaintiff regarding any permit, code, or any property related issues between the date of the construction permit issued to the plaintiff and the issuance of the November 7th, 2018 Raze Order.

19. The Raze Order terms required the plaintiff to comply within 30 days of service of the order.

20. Service of the raze order upon the plaintiff was to be in the same manner as service in the circuit court.

21. "For more than a century, the central meaning of procedural due process has been clear: 'Parties whose rights are to be affected are entitled to be heard; and in order that they may enjoy that right, they must first be notified.' *and* It is equally fundamental that the right to notice and an opportunity to be heard "*must be granted at a meaningful time and in a meaningful manner.*" *Baldwin v. Hale*, 1 Wall. 223, 68 U. S. 233; *Armstrong v. Manzo*, 380 U. S. 545, 380 U. S. 552. *Fuentes v. Shevin*, 407 U.S. 67, 80, other internal citations omitted.

22. On or about November 8th, 2018 the City of Sheboygan requested personal service from Cream City Process, to serve the plaintiff at the known address in West Allis, Wisconsin, with a copy of the raze order.

23. Without inquiring about the status of personal service, or waiting for personal service to be obtained, the City of Sheboygan only two days after issuance of the raze order, had the raze order notice published in Sheboygan County, via the Sheboygan Press, one time, on November 10th, 2018; and the defendants did so with the knowledge that the plaintiff "lived outside the county" and with the knowledge that the county of the plaintiff's address was Milwaukee.

(Exhibit 5)

24. Despite the defendants knowing that the plaintiff lived outside of Sheboygan County, and despite knowing that the property subject to the raze order was unoccupied, two days after

the raze order was issued, the City of Sheboygan had the raze order "posted" on the subject property door. **(Exhibit 6)**

25. The posting did not include the mailing of the raze order, and the raze order was not mailed to the Sheboygan property, nor was it mailed to the address the plaintiff previously provided the defendants, the West Allis address.

26. Also, on the date of issuance of the raze order, the raze order was mailed to all interested parties, *but it was not mailed to the plaintiff.* **(Exhibit 7)**

27. The Raze Order terms required the plaintiff to comply within 30 days of service of the order, and even if the raze order was served upon the plaintiff on the same day the raze order was issued, the plaintiff would have had until December 8th, 2018 to either comply with the order or to file for a notice and opportunity to be heard hearing in the circuit court.

28. However, without service being obtained, and prior to December 8th, 2018, on November 14th, 2018, the defendants proceeded with the raze order process regardless of service, and unlawfully occupied and entered the plaintiff's property by hiring and instructing Cardinal Environmental, Inc. to perform various environmental tests upon the plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 8)**

29. In addition, without service being obtained, and prior to December 8th, 2018, on November 30th, 2018, the defendants proceeded to submit a purchase order by hiring and instructing Environet, Inc. to perform various work on plaintiff's property, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 9)**

30. Further, without service being obtained, and prior to December 8th, 2018, the defendants proceeded to request a proposal for demolition of the subject property from Spielvogel and Sons Exc., Inc. , and submitted a purchase order for said work, all in the month

of November, 2018, without the plaintiff's knowledge, without the plaintiff's permission, and prior to the earliest possible date of compliance of the order. **(Exhibit 10)**

31. On or about December 11th, 2018, Cream City Process service informed the City of Sheboygan that the plaintiff had recently moved from the West Allis address, and Cream City Process inquired if the City wanted further work regarding plaintiff's location, but on January 2nd, 2019 the City informed Cream City that further location work would not be needed. **(Exhibit 11)**

32. The plaintiff's building was razed, removed and demolished after the notice email of December 11th, 2018 informing the city, and before the City's response email of January 2nd, 2019.

33. The defendants in demolishing the plaintiff's building and property served notice by posting on a property the defendants knew was unoccupied, published in a county the defendants knew the plaintiff did not reside, never mailed the raze order to the known address for the plaintiff or to the subject property, the defendants never called the known mobile phone number on record for the plaintiff to notify him or provide notice, never sent an email to the available email address of the plaintiff; never obtained personal service, and declined to reasonably investigate and effectuate service.

**FIRST CAUSE OF ACTION
(Deprivation of Constitutional Rights)**

34. The plaintiff incorporates paragraphs one through thirty-four of this complaint as if set-forth fully herein.

35. The Fourteenth Amendment to the United States Constitution states, in part, "No state shall deprive... any person of life, liberty, or property, without due process of law." U.S. Const. Amed. XIV, §1.

36. 42 U.S.C. §1983, "every person who, under color of any statute, ordinance, custom, or usage, of any State or Territory or the District of Columbia, subjects, or causes to be subjected, any Citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress."

37. Notice is to be given in a manner reasonably calculated to ensure the intended target receives it in a timely manner.

38. The defendants' attempts to provide notice to the plaintiff was legally deficient.

39. The defendants' failed to take reasonable measures to ensure notice and were reckless and exercised a careless disregard for the plaintiff's rights in demolishing his building.

40. The plaintiff's building having already been demolished pursuant to the defendants actions, and the defendants actions having deprived the plaintiff with the notice and opportunity for a pre-raze hearing, has left the plaintiff without an otherwise post deprivation remedy.

41. As a result, the defendants have deprived the plaintiff of his property without due process of law in violation of the Fourteenth Amendment.

**SECOND CAUSE OF ACTION
(Deprivation of Constitutional Rights)**

42. The plaintiff incorporates paragraphs one through forty-two as set forth fully herein.

43. The Fourth Amendment to the United States Constitution provides, in part, "The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated." U.S. Const. Amend. IV

44. The Fourth Amendment is incorporated against the States and political subdivisions by the Fourteenth Amendment and actionable by the plaintiff under 42 U.S.C. §1983.

45. The defendants' pre-raze actions, property inspection and entrance, and confiscation of the plaintiff's property, and personal property located on the property but not accounted for, without a warrant or an applicable exception to the warrant requirement, deprived the plaintiff of his Fourth Amendment rights.

**THIRD CAUSE OF ACTION
(Deprivation of Constitutional Rights)**

46. The plaintiff incorporates paragraphs one through forty-six as if set forth fully herein.

47. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec. 13, provides, The property of no person shall be taken for public use without just compensation therefor.

48. The Wisconsin Constitution, Declaration of Rights, Article 1, Sec 9, provides, Every person is entitled to a certain remedy in the laws for all injuries, or wrongs which he may receive in his person, property, or character; he ought to obtain justice freely, and without being obliged to purchase it, completely and without denial, promptly and without delay, conformably to the laws.

49. That pursuant to Wis.Stat. 893.80, a notice of claim must be filed prior to commencing suit against a municipality.

50. That on or about April 25th, 2019, the plaintiff served a notice of claim upon the defendant City of Sheboygan, with notice of injury and the grounds therefor.

51. That on or about June 14th, 2019 the plaintiff received a notice of said denial of plaintiff's claim from the defendant City of Sheboygan.

52. That the City of Sheboygan, through its' employees, has deprived the plaintiff of his due process rights, seized and obtained property of the plaintiff, and conducted a demolition of the plaintiff's property contrary to State raze order procedure, establish service of process

requirements, and without due compensation to the plaintiff, in violation of the Wisconsin Statutes and the Wisconsin Constitution.

Wherefore, the plaintiff demands judgment:

- (a) Finding that the Defendants deprived the Plaintiff of his Fourteenth Amendment right to due process of law in violation of 42 U.S.C. §1983;
- (b) Finding that the Defendants deprived the Plaintiff of his Fourth Amendment right to be free from unreasonable searches and seizures in violation of 42 U.S.C. §1983;
- (c) Finding that the Defendants deprived the Plaintiff of his property rights, due process, and just compensation rights under the Wisconsin Constitution;
- (d) Awarding the Plaintiff damages for the deprivation of his rights and for his loss of property, in an amount to be decided by the trier of fact;
- (e) Awarding the Plaintiff his punitive damages for the reckless and careless disregard of his rights;
- (f) Awarding the Plaintiff his costs and attorney fees under 42 U.S.C. §1988
- (g) Awarding the Plaintiff other relief as the Court may deem just and reasonable.

December 11th, 2019

Dierkes Law Office, LLC
Electronically signed by:
Attorney Jason E. Dierkes
Attorney for Plaintiff
State Bar No: 1038554

610 Riverfront Drive
Sheboygan, Wisconsin 53081
Telephone: 920-457-5703
dierkes@dierkeslaw.com

FILED

STATE OF WISCONSIN

SHEBOYGAN COUNTY

Sheboygan County

Clerk of Circuit Court

2019CV000646

Honorable Rebecca L. Erickson

Branch 4

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF BRIAN K. INGER

STATE OF WISCONSIN)) SS. SHEBOYGAN COUNTY)

Brian K. Inger, being first duly sworn, on oath deposes and says that he is a Police Officer for the Sheboygan Police Department of the City of Sheboygan, Wisconsin, in the above-entitled matter; that on the 10th day of November, 2018, he hand-delivered and posted two true copies of the Raze Order to the front door of the property located at:

736 South Water Street Sheboygan, WI 53081

[Signature] Brian K. Inger

Subscribed and sworn to before me this 1st day of January, 2019.

[Signature] Notary Public-State of Wisconsin My commission expires: 10/26/2021

1-3-19



CITY OF SHEBOYGAN

DEPARTMENTAL CORRESPONDENCE

TO: Court Services – Sheboygan Police Department

FROM: Thomas Cameron (TDC)
Assistant City Attorney

SUBJECT: Service of Raze Order

DATE: November 8, 2018

Would you please have the enclosed copy of a Raze Order attached to the front door of the building at 736 South Water Street as soon as possible? The Raze Order was served by a third party as the owner of the property lives outside of Sheboygan County. I've included an extra copy of the document to be returned to me as proof the Raze Order was posted.

Thank you!

Enclosures

FILE COPY

ATTORNEY'S OFFICE

ATTORNEY'S HALL
CENTER AVENUE, SUITE 304
SHEBOYGAN, WI
531-4442

459-3917 (Phone)
459-3919 (Fax)

www.sheboyganwi.gov

STATE OF WISCONSIN

SHEBOYGAN COUNTY

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

Exhibit 7

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

AFFIDAVIT OF MAILING

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS.

Marie Stefancin, being first duly sworn, on oath deposes and says that she is a legal assistant in the office of the City Attorney, City of Sheboygan, attorneys for the City of Sheboygan in the above-entitled matter; that on the 8th day of November, 2018, she mailed, by depositing in a U.S. Post Office depository in Sheboygan, Wisconsin, a true copy of the Raze Order in the above-entitled action by regular mail securely enclosed in an envelope with first-class postage paid thereon and addressed to:

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

City of Sheboygan
Finance Department
828 Center Avenue
Sheboygan, WI 53081

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Marie Stefancin (with signature)

Subscribed and sworn to before me this 12th day of November, 2018.

Kathryn A. Hoffmann
Notary Public - State of Wisconsin
My commission expires 1-27-22

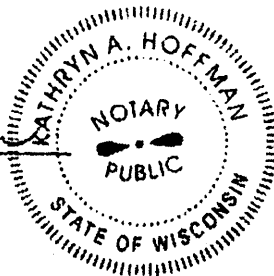


Exhibit 8

INVOICE



Please remit payment to:

CARDINAL ENVIRONMENTAL, INC.

3303 PAINE AVENUE * SHEBOYGAN, WI 53081
PHONE 920 / 469-2600 * TOLL FREE 800 / 413-7225

Sheboygan, City Of
828 Center Avenue
Sheboygan, WI 53081-4497

INVOICE

Invoice 46765

Client 00034
Date 2018/11/28

Description	Amount
<p>Purchase Order #: Verbal with Bernie Rammer</p> <p>Project Location: 736 S. Water Street, Sheboygan, WI</p> <p>11/14/2018 Pre-demolition ACM Survey including:</p> <ul style="list-style-type: none"> 22 bulk samples analyzed by PLM for asbestos content 1 bulk sample quantified by Point Counting for asbestos concentration 8 paint chip samples analyzed by Flame A for % lead <p><i>RAZE ORDER</i></p> <p><i>OK TO PAY</i> <i>10123100-521900</i> <i>11-30-18</i></p> <p><i>109670</i> <i>uu</i></p> <p><i>[Signature]</i></p> <p><i>[Stamp: CITY OF SHEBOYGAN NOV 29 2018 FINANCE DEPARTMENT]</i></p>	<p>\$640.00</p>

Total

\$640.00

TERMS: Net 30 days

Please enclose invoice number with payment

We accept VISA, MASTERCARD, DISCOVER and AMERICAN EXPRESS



CITY OF SHEBOYGAN
 FINANCE DEPT
 828 CENTER AVENUE
 SHEBOYGAN, WI 53081-4442

Purchase Order

Fiscal Year 2018 Page 1 of 1

Purchase Order # **280960-00**

ENVIRONET, INC. OF WISCONSIN
 2909A GREEN HILL COURT
 OSHKOSH WI 54904

BUILDING INSPECTION DIVISION
 828 CENTER AVENUE
 SHEBOYGAN, WI 53081-4442

Item	Description	Quantity	Unit Price	Extended Price
1	COMPLETE ABATEMENT OF ALL ACM'S AND LBP EXCLUDING ROOF SHINGLES TO PRECEDE DEMOLITION OF HOME LOCATED AT 736 SOUTH WATER STREET AS IDENTIFIED BY CARDINAL ENVIRONMENTAL REPORT DATED 11-21-2018 PRICE INCLUDES ALL LABOR, TRAVEL, MATERIALS, WDNR FILINGS AND LAWFUL DISPOSAL PER QUOTE #9321 10123100 - 521900	1.0	PROJ \$945.00	\$945.00

Exhibit 9

M. J. W. Hill
 Finance Director

\$945.00

Environet, Inc. OF WISCONSIN

2909 A GREEN HILL COURT
OSHKOSH, WI 54904

INVOICE

(920) 231-7420
(800) 542-8840
FAX (920) 231-7417

December 10, 2018



Attn: Finance Department
City of Sheboygan Purchasing Dept.
828 Center Avenue
Sheboygan, WI 53081

9321

P.O. # 280960-00

Scope of Work:

Remove and dispose of asbestos containing materials per Cardinal Environmental's Inspection Report dated November 21, 2018.

736 S. Water Street \$ 945.00

Please remit on or before January 9, 2019.

uuu

Work was completed on Monday, December 10, 2018, by the following:

Scott Seefeldt, Asbestos Certification # ACS-240233
Adolfo Medina, Asbestos Certification # ACS-118803

*OK TO AM
PO 280960-00
12/17/18*

Purchase Order

Fiscal Year 2018

Page 1 of 1



THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS
 Purchase Order # **281016-00**

BILL TO

CITY OF SHEBOYGAN
 FINANCE DEPT
 828 CENTER AVENUE
 SHEBOYGAN, WI 53081-4442

RODNEY

C. SPIELVOGEL & SONS EXCAVATING, INC.
 1810 NORTH 44TH ST
 SHEBOYGAN WI 53081

SHIP TO

BUILDING INSPECTION DIVISION
 828 CENTER AVENUE
 SHEBOYGAN, WI 53081-4442

Vendor Phone Number		Vendor Fax Number		Requisition Number		Delivery Reference	
920-458-1512		920-458-5232		181101		FAX: 458-5232	
Date Ordered	Vendor Number	Date Required	Freight Method/Terms			Department/Location	
12/07/2018	20050					BUILDING INSPECTION	
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price		
1	RAZE ORDER - 736 S. WATER STREET DEMOLITION OF RESIDENCE INCLUDING DISCONNECTION OF SEWER AND WATER, DEMOLITION OF RESIDENCE AND ANY IMPROVEMENTS INSIDE THE SIDEWALK, REMOVAL OF FOUNDATIONS FLOORS AND DRIVEWAY, REPLACEMENT OF DRIVEWAY APRON WITH CURB AND GUTTER. ALL PERMITS, LAWFUL DISPOSAL AND SITE RESTORATION ARE INCLUDED. PER PROPOSAL DATED 11/28/2018 STEVE SPIELVOGEL 10123109 - 521900	1.0	PROJ	\$8,600.00	\$8,600.00		
					Exhibit 10		
					\$8,600.00		

Matthew Hill
 Finance Director

PO Total **\$8,600.00**

PROPOSAL

Spielvogel & Sons Exc., Inc.
 EXCAVATING - GRADING - DEMOLITION
 SAND & GRAVEL
 1810 North 44th Street - Sheboygan, WI 53083
 Phone: 920-458-1512 Fax: 920-458-5232



11/28/18
HOUSE DEMOLITION
CITY OF SHEBOYGAN
736 SOUTH WATER STREET
SHEBOYGAN, WI

WORK INCLUDED:

- Obtain local demolition permits.
- Disconnect the water service at the curb stop per city codes.
- Disconnect the sanitary service at the curb stop.
- Demolish the house.
- Remove floors and foundations and driveway.
- Load, haul and dispose of rubble per D.N.R. regulations.
- Cost includes tipping fees at the landfill.
- Backfill basement with compacted fill.
- Grade site to match existing grades.
- Replace concrete curb and gutter at driveway opening.
- Topsoil, seed, fertilize and mulch all disturbed areas.

\$8,600.00

PROPOSAL TERMS AND CONDITIONS

C. Spielvogel & Sons Exc., Inc. will not be responsible for damage to any underground utilities, private underground utilities or other hidden conditions if the Owner and/or General Contractor fails to give C. Spielvogel & Sons Exc., Inc. advance notice of their existence and location. Owner and/or General Contractor agrees to indemnify and hold C. Spielvogel & Sons Exc., Inc. harmless for any loss, expense or damage resulting from, arising out of, or in any way related to such conditions.

Prior to the commencement of the "Work" under this proposal, the work of others shall be completed to such an extent that it will not in any way conflict or interfere with the "Work". If C. Spielvogel & Sons Exc., Inc. is directed to commence "Work" prior to the time such other work is completed, Owner and/or General Contractor agrees to pay the costs of any extra mobilizations or reduced productivity attributable to C. Spielvogel & Sons Exc., Inc. commencing any of the Work before any others have completed their work.

In order to meet set completion dates C. Spielvogel & Sons Exc., Inc. shall require a 16 day notice to proceed and the total allowable number of working days to perform our work under normal conditions.

Any changed condition of the job specifications involving extra costs will be executed only upon submission of a written change order, and Owner and/or General Contractor will be required to pay C. Spielvogel & Sons Exc., Inc. an extra charge over and above the original contract price for performance of the requested change order.

Prior to C. Spielvogel & Sons Exc., Inc. beginning work under this contract, Owner and/or General Contractor shall provide reasonable evidence to C. Spielvogel & Sons Exc., Inc. that Owner and/or General Contractor has made financial arrangements acceptable to C. Spielvogel & Sons Exc., Inc. to fulfill Owner's and/or General Contractor's obligations under this contract.

If this proposal is not used as a contractual agreement, all above (and below) terms shall be incorporated into Owner's and/or General Contractor's contract. If signature from Owner and/or General Contractor is not received and/or required for this proposal, all of the above (and below) terms will be in effect when work begins and shall be incorporated into the Owner's and/or General Contractor's contract and/or subcontract which will/may be accepted by C. Spielvogel & Sons Exc., Inc. If any other agreement is entered between the parties, the terms of this agreement shall be incorporated into any such agreement and shall supersede any conflicting terms contained therein.

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAW, BUILDER (C. SPIELVOGEL & SONS EXC., INC.) HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED BUILDER, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN 60 DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO HIS MORTGAGE LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS ARE DULY PAID.

Unless otherwise stated in this proposal, Owner and/or General Contractor, at its sole expense, shall comply with and obtain all necessary licenses and permits under present and future laws, statutes, ordinances, rules, orders or regulations of any governmental body having jurisdiction over the Site, the Work, or the Owner and/or General Contractor and shall bear the sole cost of any fines or penalties for failure to comply with or obtain the same.

Owner and/or General Contractor shall defend and indemnify C. Spielvogel & Sons Exc., Inc. its agents and employees from and against all claims arising out of or in connection with the Owner and/or General Contractor's responsibilities in regards to safety, regardless of whether C. Spielvogel & Sons Exc., Inc. has assisted or advised Owner and/or General Contractor in fulfilling such responsibilities. C. Spielvogel & Sons Exc., Inc. reserves the right to stop any part of its work and/or the Owner and/or General Contractor's work which C. Spielvogel & Sons Exc., Inc. deems unsafe until corrective measures have been taken. C. Spielvogel & Sons Exc., Inc.'s failure to stop unsafe practices of the Owner and/or General Contractor shall not relieve the Owner and/or General Contractor of its responsibilities in regards to safety.

To the fullest extent permitted by law, Owner and/or General Contractor agrees to hold harmless and defend C. Spielvogel & Sons Exc., Inc. from any and all claims, demands, and judgments, including attorney's fees, and to indemnify and reimburse C. Spielvogel & Sons Exc., Inc. for any and all expenses, damage, or liability incurred by C. Spielvogel & Sons Exc., Inc., whether directly or indirectly caused in whole or in part by the Owner and/or General Contractor, on account of or in connection with any work done by the Owner and/or General Contractor under this agreement, or by any person, firm, or corporation to whom any portion of the work is subcontracted by the Owner and/or General Contractor.

C. Spielvogel & Sons Exc., Inc. is entitled to final payment when our portion of the construction project is substantially completed.

(Page 2 - C. Spielvogel & Sons Exc., Inc. - House Demolition Proposal - 11/28/18)

In the event C. Spielvogel & Sons Exc., Inc. seeks legal collection in order to collect restitution of this contract, any and all fees incurred by C. Spielvogel & Sons Exc., Inc., including all attorney fees, will be assumed paid by persons or companies entering into this contract with C. Spielvogel & Sons Exc., Inc. If any amount due under this contract is not paid when due, is referred to any attorney for collection (whether or not litigation is commenced), or if any legal advice, services or action shall be necessary, Owner and/or General Contractor agrees to pay all attorney's fees, costs and expenses incurred by C. Spielvogel & Sons Exc., Inc. in connection with collecting that amount.

C. Spielvogel & Sons Exc., Inc. proposes to furnish material and labor complete in accordance with the above specifications, and prices, terms and payment shall be due on receipt of invoice. A 1.5% per month service (interest) charge shall be charged on all outstanding balances.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written change orders, and will become and extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

AUTHORIZED SIGNATURE: Steve Spielvogel, President

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. If separate bids or alternate bids are indicated, acknowledge acceptance by initialing those prices which you hereby accept.

DATE OF ACCEPTANCE: 12-4-18

AUTHORIZED SIGNATURE: [Signature]

AUTHORIZED SIGNATURE: _____

101 23100-521900

**C. SPIELVOGEL & SONS
EXCAVATING, INC.**

1810 North 44th Street
P. O. Box 89
Sheboygan, WI 53082-0089
Phone: 920-458-1512

INVOICE

DATE	INVOICE #
12/31/2018	13354

BILL TO
City of Sheboygan Purchasing Department 828 Center Avenue, Suite 208 Sheboygan, WI 53081

P.O. NO.	TERMS	DUE DATE
281016-00	Net 30 - 1.5% thereafter	1/30/2019

DESCRIPTION	QTY	RATE	AMOUNT
P. O. #281016-00 Demolition 736 S. Water Street Sheboygan, WI <i>109670 UU OK TO PAY PO # 281016-00 11/4/19</i>		8,600.00	8,600.00
Total			\$8,600.00

10123100-521900

Stefancin, Marie

From: Stefancin, Marie
Sent: Wednesday, January 02, 2019 8:14 AM
To: 'Cream City Process'
Subject: RE: [My Form]

Good morning Sara,

Attorney Cameron got back to me this morning regarding this and we will not be needing a skip trace at this time.

Thank you,

Marie

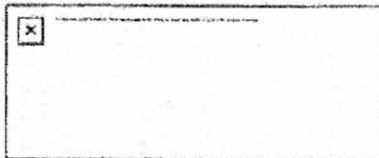
From: Cream City Process [mailto:creamcityprocess@gmail.com]
Sent: Thursday, December 20, 2018 3:49 PM
To: Stefancin, Marie
Subject: Re: [My Form]

Exhibit 11



Please advise...

🎄 Happy Holidays! 🎄
-Sara Conrad



Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com



The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or phone and delete this message and its attachments, if any. Correspondence should not be interpreted as legal advice.

On Tue, Dec 11, 2018 at 1:22 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.

Hi! We were finally advised by the current resident that they purchased the house recently from James Pulaski. Would you like us to do a skip trace to see if we can find his current address?

🎄 Happy Holidays! 🎄

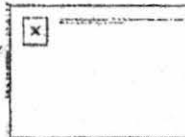
-Sara Conrad



Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com
www.creamcityprocess.com



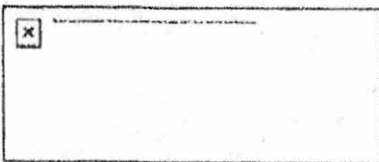
The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or phone and delete this message and its attachments, if any. Correspondence should not be interpreted as legal advice.

On Fri, Nov 9, 2018 at 1:46 PM Cream City Process <creamcityprocess@gmail.com> wrote:

Error! Filename not specified.

Received, thank you.

Thanks so much!
Sara Conrad

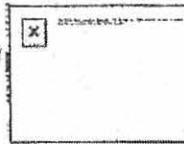


Cream City Process
500 West Silver Spring Drive, Suite 200
Milwaukee, WI 53217-5051

phone: 414-212-5323

creamcityprocess@gmail.com

www.creamcityprocess.com



The contents of this e-mail message and any attachments are confidential and are intended solely for the addressee. The information may also be legally privileged. This transmission is sent in trust, for the sole purpose of delivery to the intended recipient. If you have received this transmission in error, any use, reproduction or dissemination of this transmission is strictly prohibited. If you are not the intended recipient, please immediately notify the sender by reply e-mail or phone and delete this message and its attachments, if any. Correspondence should not be interpreted as legal advice.

On Thu, Nov 8, 2018 at 1:29 PM 123ContactForm <marie.stefancin@sheboyganwi.gov> wrote:

Your Name Marie Stefancin

Address 828 Center Avenue
Sheboygan WI 53081

Your Phone 920-459-3917

Company City of Sheboygan

Your Email (all updates sent via email unless otherwise requested) marie.stefancin@sheboyganwi.gov

How many people/entities are we 1 serving?

Name of person/entity being served James S. Pulaski

Address of person/entity being served 940 S 57th Street
West Allis, WI 53214

Address of 2nd person/entity being served (if different from the 1st)

When is service due? 11/13/2018

Do you require "rush" service? No

Do you need a Skip No

Wisconsin Division of Safety and Buildings Wisconsin Stats. 101.63, 101.73	Wisconsin Uniform Building Permit Application	Application No. FILED 12-11-2019
		Parcel No. Sheboygan County Clerk of Circuit Court

PERMIT REQUESTED Constr. HVAC Electric Plumbing Erosion Control Other

Owner's Name James Pulaski	Mailing Address 940 S. 57th Street West Allis WI 53214	Telephone 781-1010
Contractor Name & Type	Lic/Cert#	Mailing Address
Dwelling Contractor (Constr.)		
Dwelling Contr. Qualifier	The Dwelling Contr. Qualifier shall be an owner, CEO, COB or employee of the Dwelling Contr.	
HVAC		
Electrical		
Plumbing		

PROJECT LOCATION Lot area Sq. ft. One acre or more of soil will be disturbed Town Village City of _____ 1/4, _____ 1/4, of Section _____, T. _____ N, R. _____ E/W

Building Address **236 S. Water St. (at 530th)** County **Sheboygan** Subdivision Name _____ Lot No. _____ Block No. _____

Zoning District(s) _____ Zoning Permit No. _____ Setbacks: Front _____ ft. Rear _____ ft. Left _____ ft. Right _____ ft.

1. PROJECT		3. OCCUPANCY		6. ELECTRIC		9. HVAC EQUIP.		12. ENERGY SOURCE						
<input type="checkbox"/> New	<input type="checkbox"/> Repair	<input type="checkbox"/> Single Family	Entrance Panel	<input type="checkbox"/> Underground	<input type="checkbox"/> Furnace	Fuel		Fuel	Nat Gas	LP	Oil	Elec	Solid	Solar Geo
<input type="checkbox"/> Alteration	<input type="checkbox"/> Raze	<input type="checkbox"/> Two Family	Amps: _____	<input type="checkbox"/> Overhead	<input type="checkbox"/> Radiant Basebd	Space Htg	U	U	U	U	U	U	U	U
<input type="checkbox"/> Addition	<input type="checkbox"/> Move	<input type="checkbox"/> Garage	<input type="checkbox"/> 7. WALLE	<input type="checkbox"/> Wood Frame	<input type="checkbox"/> Heat Pump	Water Htg	U	U	U	U	U	U	U	U
<input type="checkbox"/> Other:		<input type="checkbox"/> Other:	<input type="checkbox"/> Steel	<input type="checkbox"/> ICF	<input type="checkbox"/> Boiler	13. HEAT LOSS								
2. AREA INVOLVED (sq ft)		4. CONST. TYPE		<input type="checkbox"/> Timber/Pole		10. SEWER		BTU/HR Total Calculated						
Unfa. Basement	Unit 1	Unit 2	Total	<input type="checkbox"/> Sfr-Built	<input type="checkbox"/> Other:	<input type="checkbox"/> Municipal		Envelope and Infiltration Losses (available from "Total Building Heating Load" on Rescheck report)						
Living				<input type="checkbox"/> CMU. per WI UDC	<input type="checkbox"/> Other:	<input type="checkbox"/> Sanitary Permit#		14. EST. BUILDING COST w/o LAND						
Area				<input type="checkbox"/> CMU. per US HUD	<input type="checkbox"/> Other:	<input type="checkbox"/> On-Site Well		\$						
Garage				5. STORIES	<input type="checkbox"/> 1-Story	<input type="checkbox"/> Seasonal								
Deck/ Porch				<input type="checkbox"/> 2-Story	<input type="checkbox"/> Other:	<input type="checkbox"/> Permanent								
Totals				<input type="checkbox"/> Plus Basement	<input type="checkbox"/> Other:	<input type="checkbox"/> Other:								

I understand that I am subject to all applicable codes, laws, statutes and ordinances, including those described on the reverse side of the last ply of this form; am subject to any conditions of this permit; understand that the issuance of this permit creates no legal liability, express or implied, on the state or municipality; and certify that all the above information is accurate. If one acre or more of soil will be disturbed, I understand that this project is subject to ch. NR 151 regarding additional erosion control and stormwater management and the owner shall sign the statement on the back of the permit if not signing below. I expressly grant the building inspector, or the inspector's authorized agent, permission to enter the premises for which this permit is sought at all reasonable hours and for any proper purpose to inspect the work which is being done.

I vouch that I am or will be an owner-occupant of this dwelling for which I am applying for an erosion control or construction permit without a Dwelling Contractor Certification and have read the certification statement regarding contractor responsibility on the reverse side of the last ply of this form.

APPLICANT (Print): **James Pulaski** Sign: **James Pulaski** DATE **10/10/16**

APPROVAL CONDITIONS This permit is issued pursuant to the following conditions. Failure to comply may result in suspension or revocation of this permit or other penalty. See attached for conditions of approval.

ISSUING JURISDICTION Town of Village of City of County of State of _____ State-Contracted Inspection Agency#: _____ Municipality Number of Dwelling Location: _____

FEE:	PERMIT(S) ISSUED	WIS PERMIT SEAL #	PERMIT ISSUED BY:
Plan Review \$ _____	<input type="checkbox"/> Construction		Name _____
Inspection \$ _____	<input type="checkbox"/> HVAC		
W/a Permit Seal \$ _____	<input type="checkbox"/> Electrical		
Other \$ _____	<input type="checkbox"/> Plumbing		
Total \$ _____	<input type="checkbox"/> Erosion Control		

Exhibit 1

Sheboygan, WI

10/10 2016

Application No.: 162801

BUILDING PERMIT APPLICATION

The undersigned hereby applies for a permit to construct, remodel, repair, or install according to the following statement:

1. Address of Installation: 736 S. Water Street

2. Building Type:

Commercial: _____

Commercial - ILHR Plan Approval: _____ (Date)

Residential:

One or Two Family Residence: _____

3. Description of Work: Rough Carpentry and roof joist installation

4. Estimated Cost of Job \$: \$6978.73 Scheduled Start Date: 10/10/2016

5. Fees \$: _____ Escrow \$: _____ Penalty Fees \$: _____

6. Owner: James Pulaski Telephone No.: 405 905 1616
Address: 940 S. 57th St City: West Allis WI 53214

7. Contractor: _____ Telephone No.: _____
Address: _____ City: _____
BLDG Qualifier Cert. #: _____ BLDG Contractor Cert. #: _____

8. Architect: _____ Telephone No.: _____
Address: _____ City: _____

9. Remarks: _____

The undersigned hereby applies for a permit to do the work above described, and hereby agrees that such work will be done in accordance with the descriptions herein set forth in this statement; and it is further agreed to construct, alter, repair and install in strict compliance with the building ordinance and other ordinances of the City of Sheboygan and the State Building Code of Wisconsin and to obey any and all lawful orders of the Inspector of Buildings of the City of Sheboygan. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said undersigned, 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.

PLEASE TAKE NOTE: APPLICANT MUST CALL FOR ALL REQUIRED INSPECTIONS. Failure to do so will result in a penalty fee of \$50 plus may delay any future transactions with the City of Sheboygan.

Applicant Signature: James Pulaski

Print Name: James Pulaski

Address: 940 S. 57th Street

City, ST Zip: West Allis WI 53214 (over)

Building Inspection Department

828 Center Ave., Suite 105
 Sheboygan, WI 53081
 Phone: (920)459-4064
 Fax: (920)459-0210
 City Website: www.sheboyganwi.gov



Permit Number	B 162790
Date Issued	10/10/2016
Application No.	162801

Permit Type: BUILDING - ALTERATIONS

Property Number	109670	Zone Code	UR
Street Address			
736 S WATER ST			
Owner Information		Applicant Information	
PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432		PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432	
Contractor Information			
PULASKI, JAMES S. 736 S WATER ST SHEBOYGAN, WI 53081-4432		Escrow Balance:	

Description of Work: ROUGH CARPENTRY**Permit Details:**

ROUGH CARPENTRY AND ROOF JOLST INSTALLATION.

Cost of Work: \$6,979

Fees	
BUILDING PERMIT	\$ 70.00
Total Fees	\$ 70.00

The applicant hereby applies for a permit to do the work described above and hereby agrees to comply with City of Sheboygan Municipal Ordinances and with the descriptions herein set forth in this statement; and to obey any and all lawful orders of the City Inspector or his/her designee; understands that the issuance of the permit creates no legal liability, express or implied, on the Building Inspection Department and any agent or employee thereof; and certifies that all the above information is accurate.

PATRICK EIRICH
 Building Inspector

10/10/2016
 Date

Permit expires in 6 months as long as work commences within 30 days.

**CAUTIONARY STATEMENT TO PROPERTY
OWNERS OBTAINING BUILDING PERMITS**

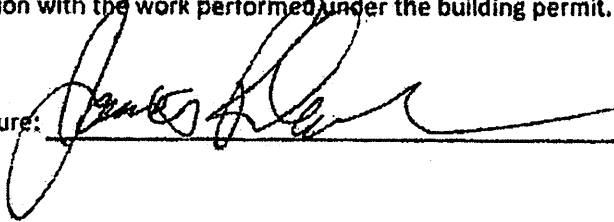
101.65(fr) of the Wisconsin Statutes requires municipalities that enforce the Uniform Dwelling Code to provide an owner who applies for a building permit with a statement advising the owner that:

if the owner hires a contractor to perform work under the building permit and the contractor is not bonded or insured as required under s.101.654(2) (a), the following consequences might occur:

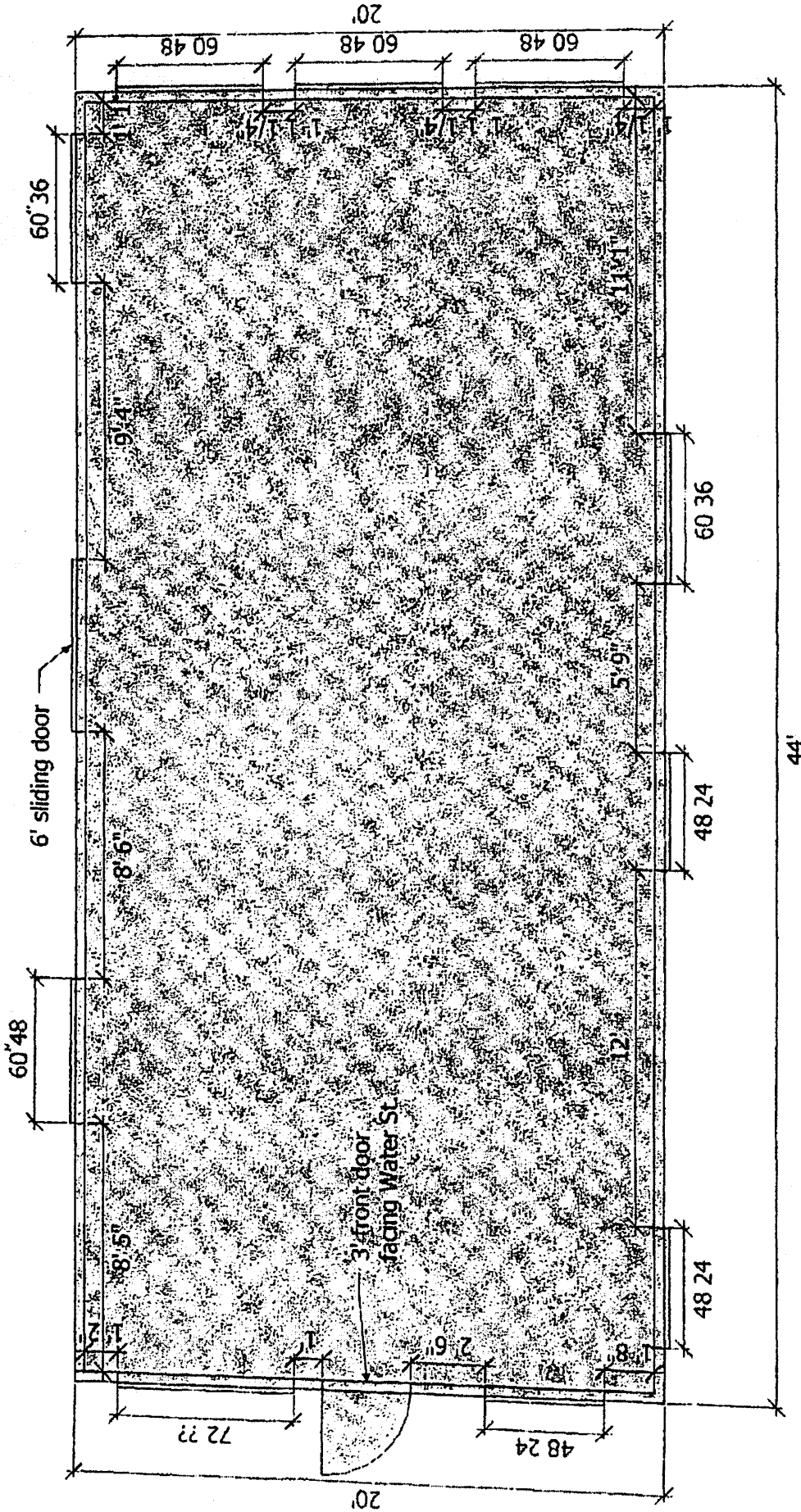
(a) The owner may be held liable for any bodily injury to or death of others that arises out of the work performed under the building permit or that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

(b) The owner may not be able to collect from the contractor damages for any loss sustained by the owner because of a violation by the contractor of the 1- and 2-family dwelling code or any ordinance enacted under sub. (1) (a), because of any bodily injury to or death of others or damage to the property of others that arises out of the work performed under the building permit or because of any bodily injury to or death or others or damage to the property of others that is caused by any negligence by the contractor that occurs in connection with the work performed under the building permit.

Owner Signature: _____



736 S. Water St
A162801



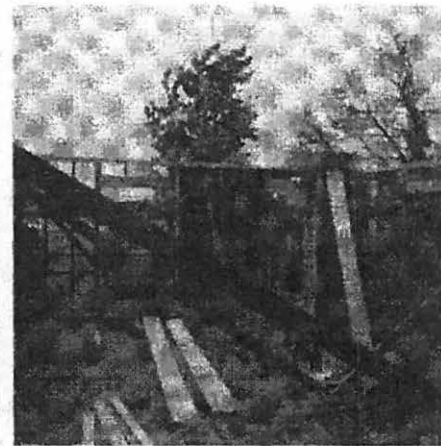
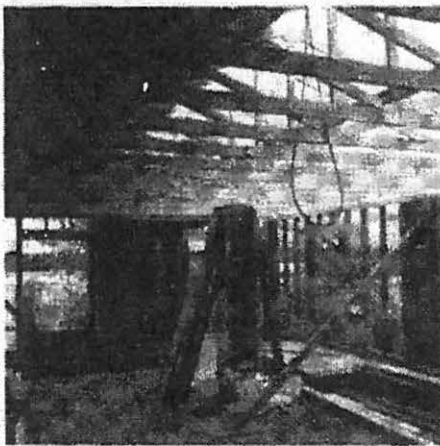
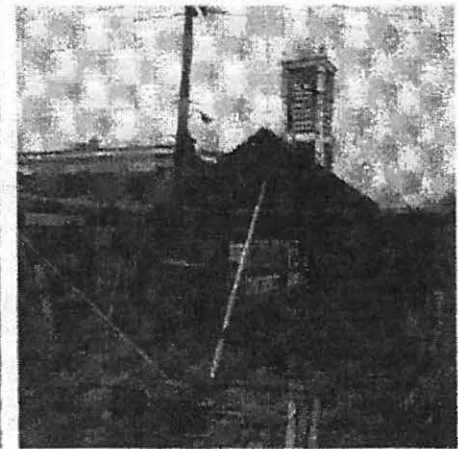
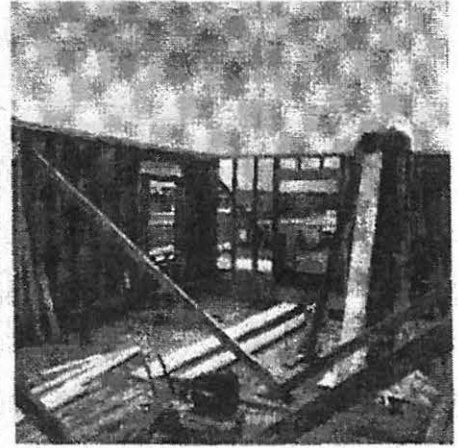
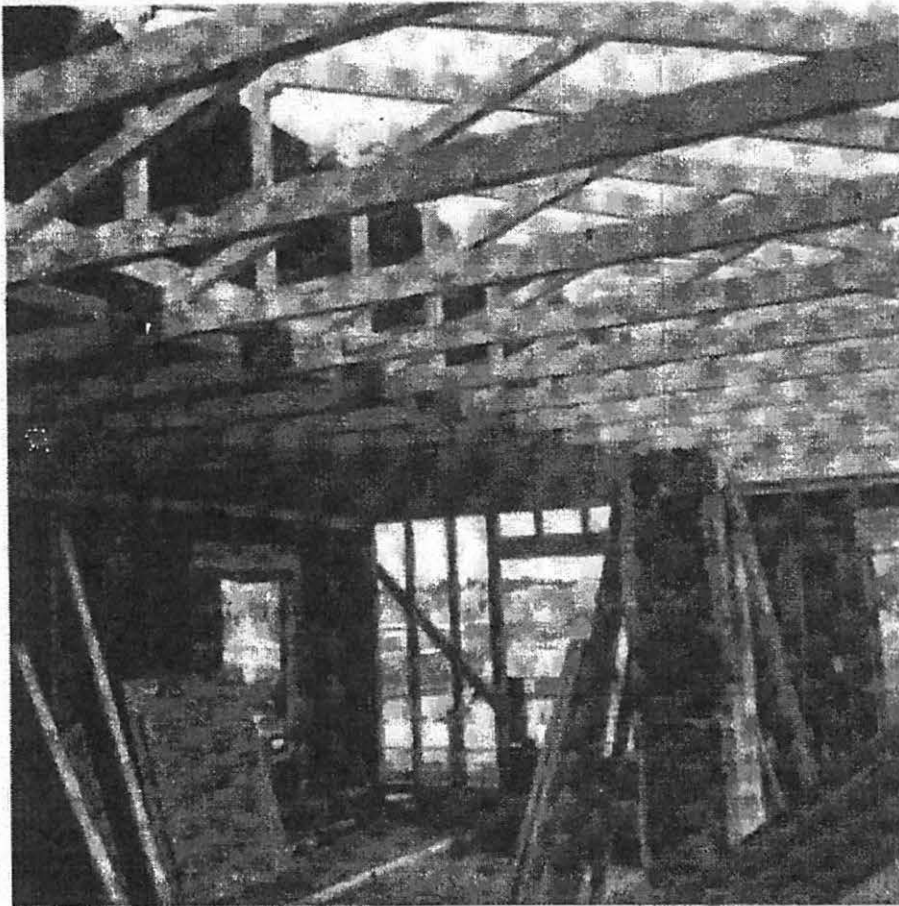
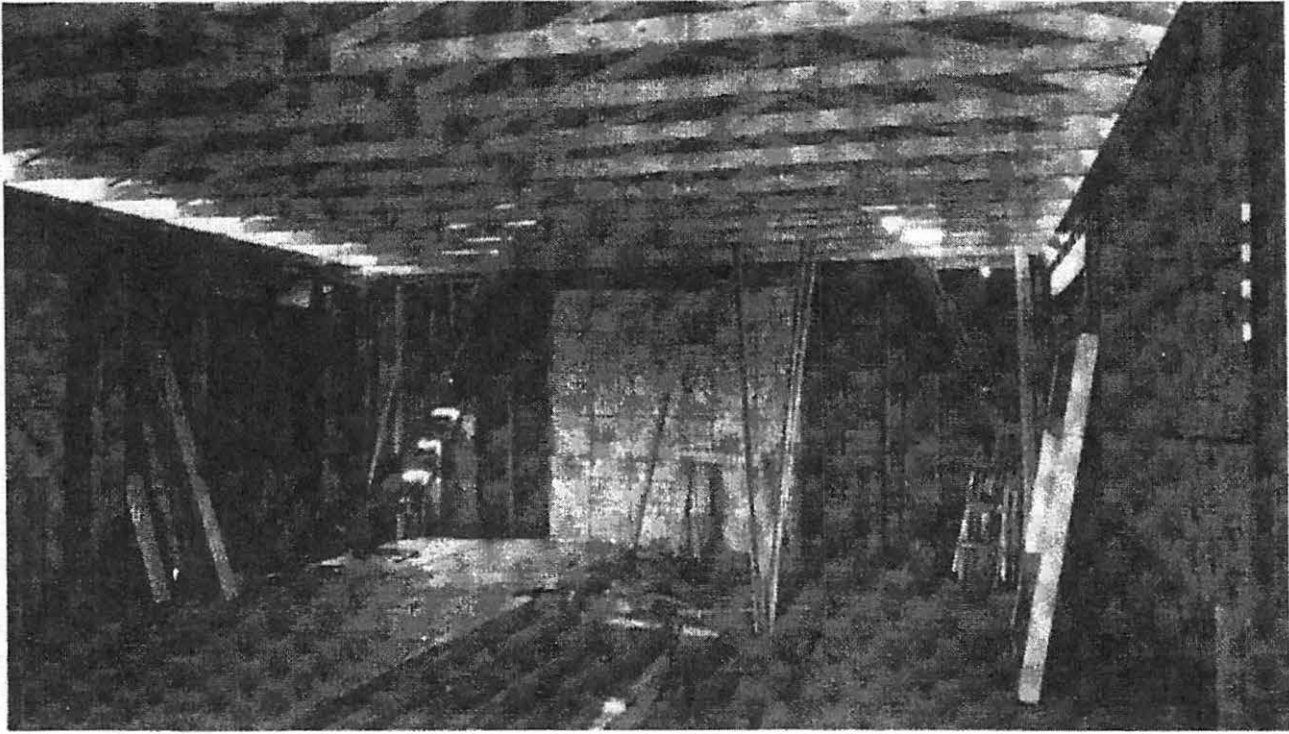


Exhibit 2



From: Repphun, Linda
Sent: Monday, January 23, 2017 11:54 AM
To: Veerer, James
Cc: Weber, Penny
Subject: RE: 736 S Water Street

Penny Weber is adding contacting info or keyholder info. I will forward this information to her.

Linda

From: Veerer, James
Sent: Monday, January 23, 2017 11:52 AM
To: Repphun, Linda
Subject: FW: 736 S Water Street

Exhibit 3

Linda,

Did you want to enter this person's name as the contact for that address.

Veerer

From: Pulaski, James S. [<mailto:James.Pulaski@va.gov>]
Sent: Friday, January 20, 2017 2:13 PM
To: Veerer, James
Cc: Hart, Gary
Subject: 736 S Water Street

Hello Captain Veerer

I wanted you to have my contact information on file for a property I own in Sheboygan at ~~736 S Water Street~~

James Pulaski
940 S 57th Street
West Allis WI 53214
Phone 405-905-1616 cell, I kept my old number from Oklahoma

I want to thank you guys for patrolling this area near the Catholic Church and High School. I have big plans for that house. It now has the second floor reframed (hidden behind the old siding), has a new roof and the basement masonry was looked at. Come Spring we plan to reframe the downstairs for better larger windows and then it will get new windows and siding on both floors which will dramatically change the look of it. I expect to finish sometime this summer.

When I discovered that our Captain Gary Hart at the Veterans Administration in Milwaukee where I work lives in Sheboygan I asked him if he might help with your contact info.

I will be in Sheboygan this weekend to check the place out.

Thanks

James Pulaski

Do something every day to reduce:

From: Hart, Gary
Sent: Thursday, January 19, 2017 10:22 AM
To: Pulaski, James S.
Subject: SPD

James,

Here is Sheboygan PD's Operations Captain's email

james.veeser@sheboyganwi.gov

*Gary W. Hart, Captain
Operations Officer
Milwaukee VAPD
(414) 384-2000 Ext 45942*

RAZE ORDER

In the Matter of the Razing of a House Situated on Premises Located in the County of Sheboygan, State of Wisconsin, Legally Described as:

736 South Water Street, Wisconsin, on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

Exhibit 4

OWNER:

James S. Pulaski
940 S 57th Street
West Allis, WI 53214

RETURN TO:

City Attorney's Office
828 Center Ave., Suite 304
Sheboygan, WI 53081

INTERESTED PARTIES:

59281109670

Parcel Ident. No.

Sheboygan County Clerk
Administration Building
508 New York Avenue
Sheboygan, WI 53081

City of Sheboygan
Finance Department
828 Center Avenue
Sheboygan, WI 53081

Sheboygan County Treasurer
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Sheboygan County Clerk of Courts
Sheboygan County Courthouse
615 North 6th Street
Sheboygan, WI 53081

Sheboygan/Kohler Municipal Court
1315 North 23rd Street
Suite 102
Sheboygan, WI 53081

Pursuant to sec. 66.0413(1)(b), Wis. Stats., and on the finding by the Code Enforcement Officer of the City of Sheboygan that the house located on the above-described premises is so dilapidated and out of repair as to be dangerous, unsafe, unsanitary or otherwise unfit for human habitation, occupancy or use; and on the determination by said Code Enforcement Officer that the cost of such repairs would exceed fifty percent (50%) of the assessed value of such buildings divided by the ratio of the assessed value to the recommended value as last published by the Department of Revenue for this municipality in that said house was last assessed at four thousand five hundred dollars (\$4,500), which assessment was at 96.21% of full value level, thus making the full assessed value of the house four thousand six hundred seventy seven dollars and 27/100 (\$4,677.27). The necessary repairs for said house would exceed fifty percent (50%) of this amount.

NOW, THEREFORE, IT IS HEREBY ORDERED that the house located at:

736 South Water Street, Wisconsin on premises described as:

Lots Nine (9) and Ten (10), Block 213 and that part of vacated New Jersey Avenue lying South of a line described as, commencing at a point Twenty-Six (26') feet South of the

FILE COPY

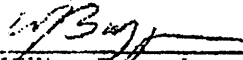
Southeast corner of Lot One (1), Block 203, thence Westerly parallel with the North line of Lot One (1) to the Sheboygan River, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin.

be razed and removed and the site restored to a dust-free and erosion-free condition by the owner of said premises within thirty (30) days of service of this Order.

NOTICE IS HEREBY GIVEN that, in the event of failure or refusal to comply with this Order within the time prescribed herein, the house shall be razed and removed and the site restored to a dust-free and erosion-free condition in accordance with sec. 66.0413(1)(f), Wis. Stats., and the cost of such razing, removal and restoration of the site to a dust-free and erosion-free condition shall be charged against the above-described real estate upon which such house are located and shall be a lien upon such real estate, and may be assessed and collected as a special tax.


NOTICE IS FURTHER GIVEN that, in the event the house contains personal property or fixtures which will unreasonably interfere with the razing of said house and garage, or if the razing of the house and garage makes necessary the removal, sale or destruction of such personal property or fixtures, the Code Enforcement Officer further orders the removal of said personal property and fixtures, pursuant to sec. 66.0413(1)(i), Wis. Stats., by **December 15, 2018.**

Dated this 7 day of November, 2018, at Sheboygan, Wisconsin.

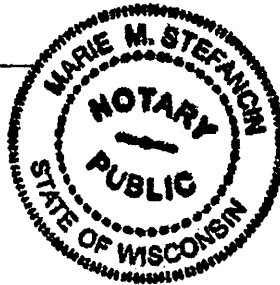


William Borzyskowski
CODE ENFORCEMENT OFFICER
Building Inspection Department
City of Sheboygan

Subscribed and sworn to before me
this 7 day of November, 2018.



Notary Public-State of Wisconsin
My commission expires 1-8-2022



Sheboygan Press media

A GANNETT COMPANY

STATE OF WISCONSIN
BROWN COUNTY

Exhibit 5

SHEB, CITY OF, LEGAL ACCT

828 CENTER AVE OFC OFFICE

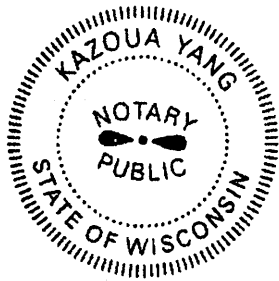
SHEBOYGAN

WI 530814442

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

Account Number: GWM-60409220
Order Number: 0003247446
No. of Affidavits: 1
Total Ad Cost: \$86.36
Published Dates: 11/10/18

(Signed) Shelly Hora (Date) November 15, 2018
Legal Clerk



Signed and sworn before me

Kazoua Yang

My commission expires

11/9/22

received
11-19-18

SHEB, CITY OF, LEGAL ACCT
Re: 59281109670

GANNETT WI MEDIA
435 EAST WALNUT ST.
PO BOX 23430
GREEN BAY, WI 54305-3430

GANNETT
Wisconsin Media
Delivering Customers. Driving Results.

PHONE 920-431-8298
FAX 877-943-0443
email: legals@sheboyganpress.com

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a claim from Progressive Insurance on behalf of their insured, Jonathan Erlie, for alleged damages to their parked/unoccupied vehicle when it was struck by a City of Sheboygan Sanitation truck.

Finance
Personnel

CITY CLERK

25-19 ^{MKC} 12-16/19
DEC 16 '19 AM 11:19



Payment Address	Document Address
24344 Network Place	P.O. Box 512929
Chicago, IL 60673-1243	Los Angeles, Ca 90051
	Phone: (877)818-0139
	Fax: (888) 781-6947

12/5/2019 9:41:00 AM
Certified Mail 91 7199 9991 7038 2027 0669 Return Receipt Requested

CITY OF SHEBOYGAN
CITY CLERK
828 CENTER AVENUE, SUITE 103
SHEBOYGAN, WI. 53081

Your Client: DE AMICO, WILLIAM
Your Claim Number: N/A
Our Insured: ERLIEN, JONATHAN
Our Claim Number: 19-1850426
Amount Subject to Reimbursement: 2,773.97
Amount of Insured's Deductible: 1,000.00

Please take this as formal notice of our subrogation rights relative to the above -captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: 541 HUMBOLDT AVE IN SHEBOYGAN
Date and Time of Loss: 07-26-19 AT 10:20 AM

Description of Loss: OUR PARKED /UNOCCUPIED VEHICLE WAS STRUCK BY CITY OF SHEBOYGAN SANITATION TRUCK .

Please make your draft payable to Artisan and Truckers Casualty Company as subrogee of "ERLIEN, JONATHAN ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.



Progressive Subrogation
Artisan and Truckers Casualty Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Claim Payment Detail (19-1850426)

Payment Information

Disbursement Number: 778260780	Total Amount: \$1,416.48
EFT Trace Number: 713783377	Invoice Number: 65139979
Pay to the Order of: DICK BRANTMEIER FORD LINCOLN MERCURY INC	
Mailing Address: 3624 KOHLER MEMORIAL DR SHEBOYGAN, WI 53081 USA	
In Payment Of:	Progressive Invoice Number: 65139979

Reviewed Summary

Issuing Rep: JXB0358	Approved By:
Issue Date: 11-06-19	Review Date:
Last Updated Rep: JXB0358	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: 11-07-19
Stop Date:	

Exposure Detail: COLL

Party Name: ERLIEN, JONATHAN J	Amount Paid: \$1,416.48
Property Description: 15 SUBARU LEGACY	Deductible Taken: \$1,000.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$0.00

Claim Payment Detail (19-1850426)

Payment Information

Disbursement Number: 778261677	Total Amount: \$357.49
EFT Trace Number: 713823986	Invoice Number: 65223812
Pay to the Order of: ENTERPRISE RENT A CAR CO	
Mailing Address: PO BOX 795110	
SAINT LOUIS, MO 63179 USA	
In Payment Of: Progressive Invoice Number: 65223812	

Reviewed Summary

Issuing Rep: A097778	Approved By:
Issue Date: 12-04-19	Review Date:
Last Updated Rep: A097778	Reviewed By:

Bank Information

Type: Loss	Bank Code: CTB
Stop Reason:	Cleared: No
Stop Date:	

Exposure Detail: RENTAL

Party Name: ERLIEN, JONATHAN J	Amount Paid: \$357.49
Property Description: 15 SUBARU LEGACY	Deductible Taken: \$0.00
Payment Type: FINAL PAYMENT	Property Damage: \$0.00
	Rental: \$357.49



Rental Company: ENTERPRISE RENT-A-CAR
Invoice: D076774-4481
Alternate Invoice Number: 7J1L7W

Bill To: PRO65TX
 PROGRESSIVE
 ATTN: NIESHAH SORRELLS
 10700 N LAMAR BLVD SUITE 150
 AUSTIN, TX 78753

RENTAL DETAIL:

Rental Period: 10/28/19 to 11/5/19 (9 days)
 Billed Period: 10/28/19 to 11/5/19 (9 days)

RENTER INFORMATION:

Renter: ERLIEN, JONATHAN

RENTAL INFORMATION:

Rental Branch Location:
 ENTERPRISE RENT-A-CAR (4481)
 3060 S BUSINESS DR
 SHEBOYGAN, WI 530816521
 (920) 458-1414

Products and Services	Quantity	Rate	Amount
TIME & DISTANCE	9	36.50	\$328.50
REFUELING CHARGE	1	0.00	\$0.00
YOUNG RENTER FEE	9	0.00	\$0.00
Taxes and Surcharges			
TITLE AND REGISTRATION FEES	9	1.15	\$10.35
SALES TAX	1	5.50%	\$18.64
Total Charges:			\$357.49
Less Amount Received:			\$0.00
Total Amount Due:			\$357.49

ADDITIONAL CLAIM INFORMATION:

Claim Number :19-1850426
 Claim Type: Insured
 Vehicle Condition: Driveable
 Date Of Loss:
 Insured Name:
 Owner's Vehicle: 2015 SUBARU LEGAC
 Additional Driver:

Repair Facility:

BRANTMEIER FORD BODYSHOP
 SHEBOYGAN, WI 530813693
 (920) 458-6111

VEHICLES RENTED:

Effective Date and Time	Year	Make	Model	VIN	Starting Mileage	Ending Mileage	Mileage	Rate Charged
10/28/19 8:08 AM	2019	HYUN	TUCS	KM8J23A48KU951989	20908	21423	515	\$36.50

Rental Invoice

Please Return This Portion with Remittance

Make Payment To:
 ENTERPRISE RENT-A-CAR
 P.O. BOX 840086
 KANSAS CITY, MO 64184-0086
 Federal ID: 43-0724835

Total Charges: \$357.49
Less Amount Received: \$0.00
Total Amount Due..... **\$357.49**

Please include on your check:
 Invoice: D076774-4481

Date: 10/28/2019 01:06 PM
 Estimate ID: 19-1850426-01
 Estimate Version: 0
 Committed
 Profile ID: SHEB All Part Types

PROGRESSIVE

Damage Assessed By: JARED BRILL

Appraised For: JARED BRILL
 (608) 347-3860

Classification:

Type of Loss: Auto
 Date of Loss: 7/26/2019
 Deductible: 1,000.00
 Claim Number: 19-1850426-01

Insured: JONATHAN ERLIEN
 Owner: JONATHAN ERLIEN
 Address: 541 HUMBOLDT AVENUE, SHEBOYGAN, WI 53081
 Telephone: Work Phone: (920) 918-3436 Home Phone: (920) 452-5733
 Contact Phone: (920) 452-5733

Mitchell Service: 911712

Description: 2015 Subaru Legacy 2.5i Premium
 Body Style: 4D Sed Drive Train: 2.5L Inj 4 Cyl A AWD
 VIN: 4S3BNBC68F3033809 License: 222XAX WI
 Mileage: 104,739
 OEM/ALT: A Search Code: NORTHEAST1
 Color: SILVER
 Options: PASSENGER AIRBAG, POWER DRIVER SEAT, POWER LOCK, POWER WINDOW, POWER STEERING
 REAR WINDOW DEFOGGER, AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN
 AM/FM STEREO, DRIVER AIRBAG, HEATED EXTERIOR MIRROR, REAR (DUAL-ZONE) AC
 FRONT SIDE AIRBAG WITH HEAD PROTECTION, ANTI-LOCK BRAKE SYS., TRACTION CONTROL
 ALUM/ALLOY WHEELS, REARVIEW CAMERA, TIRE INFLATION/PRESSURE MONITOR
 ANTI-THEFT SYSTEM, AUXILIARY INPUT, BLUETOOTH WIRELESS CONNECTIVITY, HD RADIO
 LEATHER STEERING WHEEL, SATELLITE RADIO, CD PLAYER
 POWER ADJUSTABLE EXTERIOR MIRROR, AUTO AIR CONDITION, TRIP COMPUTER
 FIRST ROW BUCKET SEAT, CLOTH SEAT, ALL WHEEL DRIVE, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION
 REMOTE DECKLID OR TAILGATE RELEASE, MP3 PLAYER, DAYTIME RUNNING LIGHTS
 DRIVER SEAT WITH POWER LUMBAR SUPPORT, ELECTRONIC STABILITY CONTROL
 FRONT HEATED SEATS, KEYLESS ENTRY SYSTEM, REAR BENCH SEAT
 STEERING WHEEL AUDIO CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/Part Number	Dollar Amount	Labor Units
<u>Front Bumper</u>							
1	101716	BDY	REMOVE/INSTALL	Frt Bumper Cover			1.0
<u>Front Lamps</u>							
2	101719	BDY	REMOVE/INSTALL	L Front Combination Lamp			0.4 #
<u>Front Fender</u>							
3	101723	REF	BLEND	L Fender Outside			C 0.8
4	100395	BDY	REMOVE/INSTALL	L Upr Fender Garnish			0.2
5	100417	BDY	REMOVE/INSTALL	L Fender Splash Guard			0.2
<u>Rocker/Pillars/Floor</u>							
6	100324	BDY	REPAIR	L Rocker Outer Panel	-S Existing		2.0* #
7		REF	REFINISH/REPAIR	L Rocker Outer Panel	-S		C 0.5*
8				SPOT REFINISH			
9	101740	BDY	REMOVE/INSTALL	L Rocker Moulding			0.4
10	100719	BDY	REPAIR	L Rocker Moulding	Existing		1.0*
11		REF	REFINISH	L Rocker Moulding			C 1.2
12	100729	BDY	REMOVE/INSTALL	L Frt Rocker Scuff Plate	Existing		INC r
<u>Front Door</u>							
13	100957	BDY	REMOVE/REPLACE	L Frt Door Shell	Recycled	687.50 *	5.2 #r
14		REF	REFINISH	L Frt Door Outside			C 2.2
15		REF	REFINISH	L Frt Add For Jambs & Interior			C 1.0
16		MCH	REMOVE/REPLACE	L Frt Add To R&I/R&R Side Air Bag Sensor			0.3
17	101768	BDY	REMOVE/INSTALL	L Frt Rear View Mirror			INC #

ESTIMATE RECALL NUMBER: 10/28/2019 13:06:08 19-1850426-01

Mitchell Data Version: OEM: AUG_19_V1009

MAPP:AUG_19_V

Copyright (C) 1994 - 2019 Mitchell International

Page 1 of 4

Software Version: 7.1.237

All Rights Reserved

Date: 10/28/2019 01:06 PM
Estimate ID: 19-1850426-01
Estimate Version: 0
Committed
Profile ID: SHEB All Part Types

IV. Total Adjustments: 1,000.00-
Net Total: 1,416.48

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.

Point(s) of Impact

9 Left Side (P)

Insurance Co: PROGRESSIVE

Inspection Site: Dick Brantmeier Collision Center (NW)
Address: 3624 Kohler Memorial Drive
(NW-BRILL)
Sheboygan, WI 53081
(920) 458-6111
Inspection Date: 10/28/2019

This is a damage assessment only - Not an authorization to repair-based on damage visible or certain at the time it was written.

If frame or unibody repair is included on this estimate, the amount shown includes time or allowance for measuring before, during and after those repairs.

The owner of the vehicle may select the repair facility of his/her choice.

To ensure proper and prompt payment for additional damage discovered during the course of repairs, contact Progressive for supplement handling procedures.

Progressive honors the prevailing labor market rate in your area for your property. If you choose a shop that charges in excess of the prevailing labor market rates, you will be responsible for the difference.

Lifetime guarantee for sheet metal and plastic body parts

The replacement parts written on the estimate are intended to return your vehicle to its pre-loss condition with proper installation. After repair, if any sheet metal or plastic body part included in the estimate fails to return your vehicle to its pre-loss condition (assuming proper installation), in terms of form, fit, finish, durability or functionality, Progressive will arrange and pay for the replacement of the part, to the extent not covered by a manufacturer's or other warranty. This service will be performed at no cost to you (including associated repair and rental car costs). To obtain service under this Guarantee, call Progressive at 1-800-274-4641. This Guarantee applies as long as you own or lease the vehicle. This Guarantee is not transferable and terminates if you

ESTIMATE RECALL NUMBER: 10/28/2019 13:06:08 19-1850426-01

Mitchell Data Version: OEM: AUG_19_V1009

MAPP:AUG_19_V

Copyright (C) 1994 - 2019 Mitchell International

Software Version:

7.1.237

All Rights Reserved

Page 3 of 4

sell or otherwise transfer your vehicle.

This guarantee does not cover normal wear and tear or damage caused by improper maintenance, neglect, abuse or subsequent accident. This guarantee is limited to arranging for the selection of repair parts that will return your vehicle to its pre-loss condition. Accordingly, Progressive will not be liable for any indirect, incidental or consequential damages that result from the installation or use of these parts.

Part Type Terms and Abbreviations

NEW and OEM or part number displayed - These refer to a new, original equipment manufacturer part.

A/M Certified: This refers to a new, certified non-original equipment manufacturer replacement part.

A/M: This refers to a new, non-original equipment manufacturer replacement part.

Recycled: This refers to a used OEM part.

Remanufactured and Recond. and Recore: These refer to recycled OEM parts that have been rebuilt or refurbished.

OEM Surplus Part: This refers to new OEM parts, that are excess inventory from the Original Equipment Manufacturer.

Recovered OE - This refers to parts removed from a new vehicle for various reasons.

Repair shop's authorized representative's signature indicating agreement on cost to return the vehicle to pre-loss condition including tow/storage charges:

Shop Signature: _____ Est. completion Date: _____

Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or file a claim containing a false or deceptive statement is guilty of insurance fraud.

Event Log

File Created:	10/28/2019 12:18:38 PM
Estimate Started:	10/28/2019 12:28:14 PM
Estimate Printed:	10/28/2019 12:41:42 PM
Estimate Committed:	10/28/2019 01:06:08 PM
Estimate Uploaded:	10/28/2019 01:06:30 PM



G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

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

G7L0DDT5LC

Document Number Override		Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy OFFICER TRISHA SAEGER	
Crash Date 07/26/2019		Crash Time 10:20 AM	Date Arrived 07/26/2019	Time Arrived 10:24 AM	
Date Notified 07/26/2019		Time Notified 10:20 AM	Total Units 02	Total Injured	Total Killed
<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"/> Government Property	<input type="checkbox"/> Active School Zone		School Bus Related	Tags	
<input type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash	

Location					
ON 541 HUMBOLDT AVE 146 FT E OF LAKESHORE DR (HOUSE/BUILDING 541)		Latitude 43.72595025	Longitude -87.7097576	Lat/Long Source TLT/ILT	Access Control
IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY		X Coordinate 442834.4887	Y Coordinate 4841880	On Roadway Link ID# 4660410	On Roadway Link Offset 112
		Override <input type="checkbox"/>	Tribal Land	Structure Type HOUSE/BUILDING	

Crash Scene	
First Harmful Event PARKED MOTOR VEHICLE	First Harmful Event Location ON ROADWAY
Manner of Collision 06-SIDESWIPE/OPPOSITE DIRECTION	Light Condition DAWN
Road Surface Condition(s) DRY	Environment Factor(s) NONE
Roadway 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 NON-JUNCTION
Intersection Type NOT AN INTERSECTION	

Unit Summary					
01 UNIT 01	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK				Operating As Endorsements
	Total Occs 2	Truck/Bus # Recorded	Total # Citations Issued	Total Trailers 0	Total HazMat Types
	Insurance? YES	Direction Of Travel EASTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event? Collision With PARKED MOTOR VEHICLE		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR				

G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

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

01 UNIT	Role DRIVER		Citations Issued	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL			
	Last Name DE AMICO		First Name WILLIAM		Middle Initial JOHN	Suffix		
	Street Address 8445 SUNSET RD		Street Address 2		PO Box			
	City KOHLER		State WI	Zip Code 53044	Country of Residence UNITED STATES			
	DOB 02/23/1979	Sex M	Race W	Hair BROWN	Eyes BROWN	Height 603	Weight 150	Phone Number (920) 918-1515 EXT.
	Driver's License Number D5209307906309		State WI	License Jurisdiction STATE		Country of Issuance UNITED STATES		
	License Type COMMERCIAL DRIVER LICENSE (CDL)		License Status VALID LICENSE		DL Expiration Year 2026			
	<input type="checkbox"/> On Duty Accident		Safety Equipment SHOULDER & LAP BELT					
	Seat Position 1-FRONT SEAT-LEFT SIDE (DRIVER/MOTORC		Helmet Compliance					
	Eye Protection		Tint Compliance					
	<input type="checkbox"/> Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED					
	Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED			
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier		EMS Run #			
	Hospital		Date of Death		Time of Death			
	<input type="checkbox"/> Striking Unit #		Location		To/From School			
	Prior Action		Action					
	Distracted By Action NOT DISTRACTED		Action Other					
	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)		Action Other					
<input type="checkbox"/> Individual Condition APPEARED NORMAL		Suspected Alcohol Use NO						
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								
02 UNIT	Role PASSENGER		Citations Issued 0	<input type="checkbox"/> Use Driver Address	Individual Type INDIVIDUAL			
	Last Name BRILL		First Name JASON		Middle Initial JAE	Suffix		
	Street Address 310 S PERSHING ST		Street Address 2		PO Box			
	City SHEBOYGAN		State WI	Zip Code 53083	Country of Residence UNITED STATES			

G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

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

UNIT

UNIT

UNIT

DOB 03/10/1992	Sex M	Race W	Hair BROWN	Eyes GREEN	Height 611	Weight 150	Phone Number (920) 287-4010 EXT.
Driver's License Number B6404309209009			State WI	License Jurisdiction STATE		Country of Issuance UNITED STATES	
License Type COMMERCIAL DRIVER LICENSE (CDL)			License Status VALID LICENSE			DL Expires Year 2027	
On Duty Accident			Safety Equipment				
Seat Position RIDING ON VEHICLE EXTERIOR (NON-TRAILIN			NOT APPLICABLE				
Helmet Use			Helmet Compliance				
Eye Protection			Tint Compliance				
Injury Severity NO APPARENT INJURY			Airbag NON DEPLOYED				
Ejected NOT EJECTED			Ejection Path NOT EJECTED/NOT APPLICA		Trapped/Extricated NOT TRAPPED		
Medical Transport NOT TRANSPORTED			EMS Agency Identifier		EMS Run #		
Hospital			Date of Death		Time of Death		
Striking Unit #			Location		To/From School		
Prior Action			Action				
Distracted By Action			Action Other				
Distracted By Source			Action Other				
Individual Condition APPEARED NORMAL							
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							
License Plate Number 88070			Plate Type MUN - MUNICIPAL		St WI	Country of Issuance UNITED STATES	
Vehicle Identification Number 3BPZL50X1DF176541					Year 2013	Make PETERBILT MOTORS CO	
Model			Body Style CB - CAB CHASSIS			Color WHI - WHITE	
Initial Contact Point 7-LEFT REAR CORNER							

G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

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

01 UNIT	Extent Of Damage NO DAMAGE		Vehicle Damage NO DAMAGE			
	Towed Due To Damage NOT TOWED		Vehicle Factors NOT APPLICABLE			
	Vehicle Removed By OPERATOR		Driver Prior Action Other			
	What Driver Was Doing BACKING		Bus Use NOT A BUS			
	Driver Actions UNSAFE BACKING					
	<input type="checkbox"/> Vehicle Owner Same As Operator		<input type="checkbox"/> Use Operator Address			
	Organization Type GOVERNMENT		Company Name SHEBOYGAN CITY			
	Last Name		First Name	Middle	Suffix	Date of Birth
	Street Address 828 CENTER AVE # 206		Street Address 2		PO Box	
	City SHEBOYGAN		St WI	Zip Code 53081	Country of Residence UNITED STATES	
Telephone Number (920) 469-3440 EXT.						
Event PARKED MOTOR VEHICLE						
Event						
Event						
Event						
01 UNIT	Insurance Company CITY OF SHEBOYGAN SELF INSURED		<input checked="" type="checkbox"/> Policy Holder Same As Owner	<input type="checkbox"/> Policy Holder Same As Driver		
	Organization Type GOVERNMENT		Last Name	First Name	Policy Holder Company SHEBOYGAN CITY	
	<input type="checkbox"/> Use Vehicle Owner Same as Carrier		Source			
	US DOT #		Carrier Name			
	Carrier Address		Carrier Address 2		Carrier PO Box Number	
	City		State	Zip Code	Country of Residence	
	GVWR		Vehicle Configuration		Cargo Body Type	
	Carrier Type		Permitted Load			
	<input type="checkbox"/> OS/DW Load		WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route		
	<input type="checkbox"/> Escort Vehicle Required By Permit		<input type="checkbox"/> Escort Vehicle Present			
Measured Height		Measured Length	Measured Width	Measured Weight		

Unit Summary

G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle
Crash Report

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

02	Unit Status LEGALLY PARKED		Vehicle Operating As Classification		Unit Type AUTOMOBILE	
	Vehicle Type PASSENGER CAR				Operating As Endorsements	
UNIT	Total Occs 0	Train/Bus # Recorded	Total # Citations Issued	Total Trailers 0	Total HazMat Types	
	Insurance? YES	Direction Of Travel EASTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes 2	
02	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					
UNIT	License Plate Number 222XAX		Plate Type AUT - AUTOMOBILE		St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 4S3BNBC68F3033809				Year 2016	Make SUBARU
	Model LEGACY 2.6		Body Style 4D - 4DR		Color	
	Initial Contact Point 10-LEFT SIDE FRONT		Vehicle Damage 10-LEFT SIDE FRONT			
	Extent Of Damage FUNCTIONAL DAMAGE		Vehicle Factors			
	Towed Due To Damage NOT TOWED		Vehicle Removed By NOT APPLICABLE			
	Vehicle Removed By OWNER		What Driver Was Doing LEGALLY PARKED		Driver Prior Action Other NOT A BUS	
	Driver Actions NO CONTRIBUTING ACTION					
	<input type="checkbox"/> Vehicle Owner Same As Operator			<input type="checkbox"/> Use Operator Address		
	Organization Type INDIVIDUAL		Company Name			
Last Name ERLIEN		First Name JONATHAN		Middle J	Suffix	Date of Birth 02/29/1980
Street Address 541 HUMBOLDT AVE		Street Address2		PO Box		
City SHEBOYGAN		St WI	Zip Code 53081		Country of Residence UNITED STATES	
Telephone Number (920) 918-3436 EXT.						
Event MOTOR VEH IN TRANSPORT						
Event						
Event						
Event						

02 Insurance Company



G7L0DDT5LC
C19-14851

Wisconsin Motor Vehicle Crash Report

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

UNIT

PROGRESSIVE-CLASSIC-INS-CO		Policy Holder Same As Owner		Policy Holder Same As Driver	
Organization Type INDIVIDUAL	Last Name ERLIEN	First Name JONATHAN	Policy Holder Company		

Description

Diagram	Reconstruction By
	Photos By OFFICER SAEGER #287
	Additional Information NONE, PHOTOS

Narrative
UNIT 1 WAS BACKING UP EASTBOUND, IN THE 500 BLOCK OF HUMBOLDT AVE, FROM LAKESHORE DR, UNIT 1 WAS BACKING UP IN THIS MANNER DUE TO HUMBOLDT BEING A DEAD END, UNIT 1 NEEDED TO ACCESS THE ROAD THIS WAY AS UNIT 1 IS A CITY OF SHEBOYGAN GARBAGE TRUCK. UNIT 1 HAD A CITY EMPLOYEE ON THE REAR PASSENGER SIDE CORNER OF THE TRUCK. AS UNIT 1 WAS BACKING, ANOTHER VEHICLE WAS PULLING OUT FROM A PARKED POSITION, WESTBOUND ON HUMBOLDT AVE. UNIT 1 DRIVER WAS WATCHING THIS MOVING VEHICLE, AND DIDN'T SEE HOW CLOSE THE DRIVER SIDE REAR CORNER OF UNIT1 GOT TO A PARKED VEHICLE BEING UNIT 2, UNIT 2 WAS PARKED FACING EASTBOUND, IN FRONT OF 541 HUMBOLDT AVE. UNIT 1'S PASSENGER HIT THE TRUCK ALARM, AND UNIT 1 STOPPED THE BACKING MOVEMENT. HOWEVER, THE ATTACHED STEP LEDGE OF UNIT 1, ON THE REAR DRIVER SIDE CORNER BUMPER, STRUCK THE LOWER SECTION OF UNIT 2'S DRIVER'S DOOR. NO DAMAGE TO UNIT 1 AND UNIT 2 WAS LEGALLY PARKED, UNOCCUPIED.

Signature

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

Law Enforcement Agency

Agency Space SQUAD 20				
Officer Rank OFCR	Officer Last Name SAEGER	Officer First Name TRISHA	Officer Middle Name	Suffix
DOT Officer ID 287		DNR Officer ID	Officer Badge Number 287	

Officer EMail

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Notice of Circumstances of Claim and Claim pursuant to sec. 893-80(1d)(a) and (b) from Axley Brynelson, LLP on behalf of the claimants Audrey M. Brubake and Estate of Roman J. Martin.

*Finance
Personnel*

CITY CLERK



NOTICE OF CIRCUMSTANCES OF CLAIM AND CLAIM

PURSUANT TO SECTION 893.80(1d)(a) and (b)

To:	City Attorney Charles Adams City of Sheboygan 828 Center Avenue, Suite 210 Sheboygan, WI 53081	City Administrator Darrell Hofland City of Sheboygan 828 Center Avenue, Suite 300 Sheboygan, WI 53081
-----	---	--

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

Re: Our Client: Audrey M. Brubaker
Estate of Roman J. Martin
D/O/A: October 9, 2019
Our File No: 25346.83534

Process Server *Pat*
 Date: 12/13/19 Time: 1:13 am/pm
 Personal Substitute
 Posted Corporate

This Notice of Circumstances of Claim and Claim is brought pursuant to sec. 893.80(1d)(a) and (b). The claimants are Audrey M. Brubaker and Estate of Roman J. Martin ("Claimants"). Roman Martin (DOB 1/12/10) is deceased. Audrey Brubaker resides at 1603 N. 7th Street, Sheboygan, Wisconsin 53081. The Claimants hereby give their Notice of Claim as set forth below:

1. The attorneys for the Claimants are Axley Brynelson, LLP, 2 E. Mifflin Street, Suite 200, Madison, Wisconsin 53703, by Attorneys Heath P. Straka and J. Michael Riley.
2. Claimant Audrey M. Brubaker is the biological mother of Roman Martin, deceased.
3. Roman Martin was tragically killed when he was run over by a garbage truck on October 9, 2019 in the City of Sheboygan. The incident occurred at the intersection of 14th Street and Center Avenue.
4. The driver of the garbage truck was Christopher A. Dekker. The crash report lists the City of Sheboygan as the owner of the garbage truck. The crash report is attached hereto.
5. The Sheboygan County Medical Examiner's Office has written a report regarding its findings. Such report was written by Christopher Nehring. According to Mr. Nehring, the cause of death of Roman Martin was open head trauma and multiple blunt force trauma. The Medical Examiner's report is attached hereto.

6. Mr. Nehring was on the scene of the incident prior to the removal of the subject garbage truck or Roman Martin's body. Roman Martin was deceased upon Mr. Nehring's arrival.

7. Mr. Nehring performed his duties as the Medical Examiner including, but not limited to, photographing the scene and making observations of the location of the subject garbage truck and Roman Martin's body.

8. According to Mr. Nehring's findings, he stated the following in his report, "It appears that Roman was traveling Northbound on the East sidewalk of 14th Street in the City of Sheboygan, when the City of Sheboygan Garbage Truck also traveling Northbound on 14th Street turned right on Center Street [sic] striking Roman while he was operating his bicycle. Roman was struck by the truck while in the East side crosswalk."

9. As a result of the aforesaid incident, Roman Martin suffered the fear of death, conscious pain and suffering and fatal injuries to his head and body.

10. As a result of the aforesaid incident, Claimant, Audrey M. Brubaker, has suffered the loss of society and companionship of her son, Roman Martin.

11. Claimants hereby demand the statutory maximum amount of damages of \$250,000 from the City of Sheboygan, as employer of the driver, Christopher A. Dekker, and as owner of the subject garbage truck.

12. The undersigned is one of the attorneys for Claimants and is therefore authorized to provide this Notice of Circumstances of Claim and Claim.

Dated this 12th day of December, 2019.

AXLEY BRYNELSON, LLP



Attorney Heath P. Straka
State Bar No. 1031351
J. Michael Riley
State Bar No. 1013649
Attorneys for Claimants
2 East Mifflin Street, Suite 200
Madison, WI 53703
Tel: (608) 257-5661
E-mail: hstraka@axley.com; mriley@axley.com

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a Summons and Complaint in the matter of Morgan Stephen et al
vs. American Family Mutual Insurance Company, S.I. et al.

*Finances
Personnel*

CITY CLERK

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN

Morgan Stephen et al vs. American Family Mutual
Insurance Company, S.I. et al

Electronic Filing
Notice

Case No. 2019CV000661
Class Code: Personal Injury/Automobile

DEC 26 '19 PM 12:00

CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN
828 CENTER AVE., SUITE 205
C/O SUSAN RICHARDS, CITY CLERK
SHEBOYGAN WI 53081

Process Server
Date: 12/26/19 Time: 11:52 am
 Personal Substitute
 Posted Corporate

Case number 2019CV000661 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.

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: 43dc03

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: December 18, 2019

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and CHRISTOPHER STEPHEN
2436 North 27th Place
Sheboygan, WI 53083,

SUMMONS

Plaintiffs,

vs:

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
c/o Corporation Service Company, Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717,

**Personal Injury-Auto: 30101
AMOUNT CLAIMED GREATER
THAN \$5,000.00**

JOYCE F. RUPPEL
3130 N 11th Street
Sheboygan, WI 53083,

SHEBOYGAN FALLS INSURANCE COMPANY
c/o Bradford Bailey, Registered Agent
511 Water Street
Sheboygan Falls, WI 53085,

CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, WI 53081,

Defendants.

**THE STATE OF WISCONSIN
TO EACH PERSON NAMED ABOVE AS A DEFENDANT:**

You are hereby notified that the plaintiffs 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 forty-five (45) days after receiving this Summons, you must respond to the

Complaint with a written Answer, as that term is used in Chapter 802 of the Wisconsin Statutes. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court, whose address is Sheboygan County Courthouse, 615 North Sixth Street, Sheboygan, Wisconsin, 53081, and to Habush Habush & Rottier S.C.[®], whose address is 1011 South 8th Street, Sheboygan, Wisconsin, 53081.

If you do not provide a proper Answer within forty-five (45) days, the Court may grant judgment against you for the award of money or other legal action 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 at Sheboygan, Wisconsin, this 18th day of December 2019.

HABUSH HABUSH & ROTTIER S.C.[®]
Attorneys for Plaintiffs

Electronically Signed By:

Christine D. Esser
Christine D. Esser
State Bar No: 1024659
Email: cesser@habush.com

P.O. ADDRESS:

1011 South 8th Street
Sheboygan, WI 53081
(920) 459-8000

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and CHRISTOPHER STEPHEN
2436 North 27th Place
Sheboygan, WI 53083,

COMPLAINT

Plaintiffs,

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
c/o Corporation Service Company, Registered Agent
8040 Excelsior Drive, Suite 400
Madison, WI 53717,

Personal Injury-Auto: 30101
AMOUNT CLAIMED GREATER
THAN \$5,000.00

JOYCE F. RUPPEL
3130 N 11th Street
Sheboygan, WI 53083,

SHEBOYGAN FALLS INSURANCE COMPANY
c/o Bradford Bailey, Registered Agent
511 Water Street
Sheboygan Falls, WI 53085,

CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN
c/o Susan Richards, City Clerk
828 Center Avenue, Suite 205
Sheboygan, WI 53081,

Defendants.

The above-named plaintiffs by **HABUSH HABUSH & ROTTIER S.C.[®]**, their attorneys,
as and for a Complaint against the above-named defendants, allege and show to the Court as
follows:

**GENERAL ALLEGATIONS APPLICABLE
TO ALL CLAIMS FOR DAMAGES**

1. At the present time, the plaintiffs, Morgan Stephen and Christopher Stephen, are citizens and residents of the State of Wisconsin residing at 2436 North 27th Place, Sheboygan, Wisconsin 53083, and are husband and wife.

2. At the present time, the defendant, American Family Mutual Insurance Company, S.I. (hereinafter "American Family"), is a Wisconsin corporation with offices of its Registered Agent, Corporation Service Company, at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717; on information and belief, this defendant does substantial business in Sheboygan County; this defendant is engaged in the business of writing and selling motor vehicle liability insurance; prior to the date of this accident, February 24, 2017, the defendant corporation had issued a policy of insurance to Joyce Ruppel, insuring her or anyone operating her motor vehicle with her consent against any liability imposed by law arising out of the negligent operation of her motor vehicle and further insuring her against any damages for which she might be liable to others by virtue of her negligence in the operation of the motor vehicle she was driving at the time of the collision herein pursuant to Chapter 343 of the Wisconsin Statutes, which policy of insurance was in full force and effect at the time of this accident; in the contract of insurance, American Family reserved the right to settle or adjust any claims arising thereunder and to defend any lawsuits instituted by virtue of any such claims and it has a direct interest in this litigation; by virtue of the laws of the State of Wisconsin, American Family is a proper defendant herein.

3. On information and belief, at the present time, the defendant, Joyce Ruppel, is a citizen and resident of the State of Wisconsin residing at 3130 North 11th Street, Sheboygan, Wisconsin 53083.

4. At the present time, the defendant, Sheboygan Falls Insurance Company (hereinafter "Sheboygan Falls"), is a Wisconsin corporation with offices of its Registered Agent, Bradford Bailey, at 511 Water Street, Sheboygan Falls, Wisconsin 53085. Sheboygan Falls is a defendant by reason of Wisconsin Statute section 803.03, as it may have an interest in the plaintiff's claims by reason of it being the medical payments insurance carrier for the plaintiff, Morgan Stephen.

5. At the present time, the defendant, City of Sheboygan Group Health Benefit Plan (hereinafter "Health Plan"), is a self-funded health plan, with offices of its Agent for Service of Legal Process, City Clerk, at 828 Center Avenue, Suite 205, Sheboygan, Wisconsin 53081. Health Plan is a defendant by reason of Wisconsin Statute section 803.03, as it may have an interest in the plaintiff's claims by reason of it being the health insurer for the plaintiff, Morgan Stephen.

6. On or about February 24, 2017, the plaintiff, Morgan Stephen, was operating her motor vehicle, traveling westbound on Geele Avenue at the intersection with North 29th Street, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

7. At the same time and place, the defendant, Joyce Ruppel, was operating her motor vehicle, traveling southbound on North 29th Street, approaching Geele Avenue, when she failed to stop for the stop sign on North 29th Street at Geele Avenue in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

8. At this time and place, the defendant, Joyce Ruppel, failed to stop at a stop sign, thereby causing a collision to occur with plaintiff's vehicle, and thereby causing the plaintiff, Morgan Stephen, to suffer serious personal injuries and property damage.

9. The defendant, Joyce Ruppel, was negligent as to speed, lookout, management and control of her motor vehicle; and she was otherwise negligent.

10. The above and foregoing acts of negligence on the part of the defendant, Joyce Ruppel, were a direct and proximate cause of the injuries and damages sustained by the plaintiff, Morgan Stephen.

**CLAIM FOR DAMAGES BASED ON NEGLIGENCE
OF THE DEFENDANT, JOYCE RUPPEL**

11. Reallege and incorporate herein by reference all of the allegations of paragraphs 1-10 of the Complaint herein.

12. As a result of the negligence on the part of the defendant, Joyce Ruppel, as afore alleged, the plaintiff, Morgan Stephen, sustained permanent injuries and damages, including past and future pain, suffering, disability, embarrassment, and worry, some of which is permanent in nature, and loss of enjoyment of life; past wage loss; past medical expenses; and other compensable injuries.

13. As a result of the negligence on the part of the defendant, Joyce Ruppel, as afore alleged, the plaintiff, Christopher Stephen, is the husband of the plaintiff, Morgan Stephen, and as her husband, sustained damages, including but not limited to the loss of consortium, society and companionship of his wife, and will in the future sustain damages as the result of the injuries sustained by his wife as described above.

14. Sheboygan Falls is the medical payments insurance carrier for the plaintiff, Morgan Stephen, and as such was obliged to pay medical bills for the treatment of the plaintiff for the injuries sustained as alleged; by reason of these injuries, Sheboygan Falls expended sums for medical bills and, therefore, may have a subrogation interest herein to the extent of its payments.

15. Health Plan is the health insurer for the plaintiff, Morgan Stephen, and as such was obliged to pay medical bills for the treatment of the plaintiff for the injuries sustained as alleged;

by reason of these injuries, Health Plan expended sums for medical bills and, therefore, may have a subrogation interest herein to the extent of its payments.

WHEREFORE, the plaintiffs demand judgment against the defendants for the amount of damages found to be appropriate, together with the costs, disbursements and prejudgment interest in this action.

In the event of settlement or verdict in favor of the plaintiffs, plaintiffs demand judgment for an order declaring the plaintiffs' rights to such settlement/verdict proceeds paramount to those of any subrogated party.

Finally, in the event of any subrogated party's failure to respond to this Complaint in a timely manner, the plaintiffs request this Court to grant an order dismissing the subrogated party from this action and barring any claim for subrogation and/or reimbursement, and barring the subrogated party from participating in any judgment or settlement in this action.

Plaintiffs allege that their damages are more than the minimum amount necessary to invoke the jurisdiction of this Court.

Dated at Sheboygan, Wisconsin this 18th day of December, 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

Electronically Signed By:

Christine D. Esser
Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

PLEASE TAKE NOTICE THAT THE PLAINTIFFS DEMAND THAT THE ABOVE ENTITLED ACTION BE TRIED BY A TWELVE PERSON JURY.

P.O. ADDRESS:

1011 S. 8th Street
Sheboygan, WI 53081
920-459-8000

FILED
12-18-2019
Sheboygan County
Clerk of Circuit Court
2019CV000661
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

MORGAN R. STEPHEN and
CHRISTOPHER STEPHEN,

Plaintiffs,

Case No:

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.,
JOYCE F. RUPPEL, SHEBOYGAN FALLS INSURANCE
COMPANY and CITY OF SHEBOYGAN GROUP
HEALTH BENEFIT PLAN,

Defendants.

JURY DEMAND

Please take notice that the plaintiffs demand that the above-entitled action be tried by a
twelve (12) person jury.

Dated at Sheboygan, Wisconsin, this 18th day of December 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

Electronically Signed By:

Christine D. Esser

Christine D. Esser

State Bar No. 1024659

Email: cesser@habush.com

P.O. ADDRESS:

1011 S. 8th Street

Sheboygan, WI 53081

(920) 459-8000

MORGAN R. STEPHEN and
CHRISTOPHER STEPHEN,

Plaintiffs,

Case No:

vs.

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.,
JOYCE F. RUPPEL, and
SHEBOYGAN FALLS INSURANCE COMPANY
CITY OF SHEBOYGAN GROUP HEALTH BENEFIT PLAN,

Defendants.

**FIRST SET OF REQUESTS FOR PRODUCTION OF DOCUMENTS
AND THINGS TO DEFENDANTS
PURSUANT TO SEC. 804.09, WISCONSIN STATUTES**

**TO: AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
JOYCE F. RUPPEL**

PLEASE TAKE NOTICE that the plaintiffs pursuant to Sec. 804.09, Wis. Stats., require the defendants to produce for inspection and/or copying within forty-five (45) days hereof at the offices of their attorneys, HABUSH HABUSH & ROTTIER S.C.[®], 1011 South 8th Street, Sheboygan, Wisconsin 53081, a copy of each of the following described documents or things:

1. Any and all photographs, videos, films or any other pictorial or visual evidence which depict the plaintiff in any form or manner from the date of the accident involved in this lawsuit through and including the present date.
2. Any and all written or recorded statements, including any transcription which is a substantially verbatim recital of an oral statement, taken from or made by any parties or witnesses to the accident in question or persons who have knowledge of the accident or injuries or damages sustained or claimed by the plaintiff.

3. Any and all photographs, videos, films or any other pictorial or visual evidence of the damage to the vehicles, the accident scene, or pertaining in any way to the accident in question or injuries or damages claimed by the plaintiff.

4. Any and all policies of insurance which were in effect at the time of the incident, which provided motor vehicle liability coverage of any kind, including excess or umbrella coverage, for any vehicle, as well as any policy of insurance that was reviewed, examined or analyzed for coverage for the purpose of this accident.

5. Any documents, insurance policies, photographs or items of any kind identified by you in your answers to plaintiff's interrogatories.

6. All documents created, received or maintained by you containing any information pertaining in any way to the incident except for any documents protected by the attorney-client privilege.

7. The insurance claims files pertaining to the claim of plaintiff and all documents contained therein.

8. All documents, including internal memoranda, photographs, claims reports, accident reports, or any document of any kind, which contain any information concerning the incident.

9. Any and all records, documents or tangible evidence pertaining to any contention or claim of the defendants that the accident in question or any other accident or event caused or aggravated a pre-existing or congenital condition.

10. Any and all records, documents or tangible evidence pertaining to any contention or claim of the defendants that any pre-existing or subsequent or congenital condition is a cause of the injuries or damages that the plaintiff is claiming in the lawsuit herein.

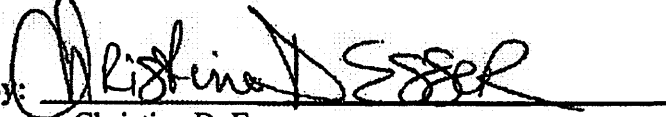
11. Any and all documents, records or things obtained by you from anyone as a result of the use of any authorization of the plaintiff, including but not limited to authorizations for medical records, employment records, tax records, social security records, etc.

12. All documents containing any information regarding any cell phone or other digital device, e.g., cell phone, iPod, iPad, notebook, tablet, etc., which was in the defendant's possession at the time of the incident in question, including but not limited to, usage or billing records.

13. If you refuse to produce any documents requested on the grounds of attorney-client privilege or work-product of counsel, provide a privilege log, which provides the date of the document, a general description of the document, a general description of the subject matter of the document, and identifies the author and all recipients.

Dated at Sheboygan, Wisconsin this 23rd day of December 2019.

HABUSH HABUSH & ROTTIER S.C.®
Attorneys for Plaintiffs

By: 

Christine D. Esser
State Bar No. 1024659
Email: cesser@habush.com

P.O. ADDRESS:

1011 S. 8th Street
Sheboygan, WI 53081
920-459-8000

II

R. O. No. _____ - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting a communication from Toby Watson, South Pier Real Estate Development, regarding individual's personal property tax being applied to another individual.

Finances
Personnel

CITY CLERK



South Pier Real Estate Development
2808 Kohler Memorial Drive, Suite 1, Sheboygan, WI 53081
920-918-7377 tobytylerwatson@gmail.com

January 2, 2020

City of Sheboygan
Mayor Vandersteen
828 Center Ave.
Sheboygan, WI 53081

RE: Individuals Personal Property Tax Being Applied To Another Individual

Dear Mayor Vandersteen,

Today, I attempted to obtain an electrical permit for my property at 2808 Kohler Memorial Drive, Sheboygan, WI. I had obtained a building renovation permit last week for a new wheelchair ramp without any problem, but today, the building inspection department stated there was a lien against my property and an amount owed for taxes.

I informed them I own this property free and clear from any liens and or mortgages. They informed me, there were two individuals who were tenants at my property in 2018, and that they did not pay their own "personal property" tax bill (i.e. for their own desk, computer, etc...).

I questioned why the City of Sheboygan was then attempting to stop my taking out a building permit due to someone else's bill, especially since it is not my bill and I have no control over another person, do not have any control or possession of that person's personal property. At first, I did not even recognize the name of these individuals when the clerk stated it to me.

The clerk indicated that Eric Ikoff owed the City .67 cents, and that Brian Dewey owed the City \$93.63 for their own personal property tax. Obviously I refused to pay someone else's bill, and as of today, we now do not have a permit and no improvement can begin.

The Building Inspection clerk transferred me to Mr. Chuck Adams, City Attorney, who informed me that Wisconsin statute indicates a city can place a lien against my building, and stop a permit, if a tenant or former tenant of a building does not pay their own personal property tax.

Now, I had already read the statute prior to calling him, and I could not find any such language. I specifically indicated I have no control or possession over someone else's personal property, and I requested he tell me what statute he was citing. He stated the City ordinance allows for the building inspection department to stop permits being issued because of a tenant not paying their bill, and he could not give me legal advice.

I then posed a hypothetical question to Mr. Adams, stating that if my tenant who rents a mailbox at my office building, for their food truck business, did not pay their personal property tax for their food trucks, was he telling me the city could and or would file a lien against my property, stop me from improving my property, and ultimately foreclose and take my building that I paid for in full, all because a guy who rented a mailbox did not pay there own personal property bill. Mr. Adams indicated the city could and the statue allows for this. When I again asked for the specific statue and ordinance, I was referred to my own attorney.

I do not believe the City of Sheboygan has the legal right to stop my building permit request, impose another person's bill upon me, and then literally take my personal property (a building!) because some else decided not to pay their own personal, their personal, property tax bill.

I would like to request the following:

- 1) **The ability to obtain an electrical permit for my office building, by having the amount owed by these old tenants be released from my property.**
- 2) Obtain clarification as to the specific statue that states the city can force me to pay for another persons tax bill, especially when I have no control or possession over someone else's business and personal property.
- 3) Request that a specific resolution or ordinance be created preventing the stopping of building permits being obtained due to personal property taxes not being paid, which has nothing to do with the actual building and or the owner of a building.
- 4) Request that a specific resolution and or ordinance be created stating the city will only seek reimbursement from the original owing party that is listed on the personal property tax bill, and that the city will specifically not file a lien or see to foreclosure upon a landlords property for the failure of a tenant to pay their own tax bill, especially when that landlord has no control or possession of the tenants own personal property, whether it be stored on or off of the landlords physical property.

The sovereignty and responsibility of an individual to care for themselves is of the utmost importance. Individuals need to be responsible for their own actions, and it becomes dangerous to our society when we attempt to make others responsible for the actions of others, especially when we have no actual control over those other individuals. The government should not attempt to make one person responsible for another man's liabilities, especially when someone has no control or that other individual and their actions. I can not believe this is even constitutional. I pay my taxes, I improve my properties, and I have no possession or control over other people's personal property, and I should not be held responsible to pay someone else's tax and debt. I will NEVER pay the .67 cents, and certainly not any more.

Please let me know how you wish me to proceed, as we have completed our building renovations, but are waiting now for some electrical upgrades to be performed. Frankly this type of city behavior gives me serious pause to doing more work, owning property and being a

developer. It is hard enough to navigate my own financial obligations, but to now think I could be held liable for the 200+ other tenants I have in the city, frankly, makes me cringe.

Regards,

Dr. Toby Watson, President
South Pier Real Estate Development

Cc
Atty. Josh McKinley

PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 1290
Parcel #: 59281950226P
Alt. Parcel #:
DEWEY, BRIAN
2808 KOHLER MEMORIAL DR STE 4
SHEBOYGAN WI 53081-3166

CITY OF SHEBOYGAN
 To view payments, property
 information, and maps go to
treasurer.sheboygancounty.com

Total Due For Full Payment

By January 31, 2018

\$79.35

-- OR --

Pay First Installment

By January 31, 2019

\$79.35

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
MARTY HALVERSON, FINANCE DIR
828 CENTER AVENUE
SHEBOYGAN WI 53081
920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send in self-addressed stamped envelope.
 If payment is made by check, receipt is not valid until check has cleared at bank.

Municipality/Location	Collection Dates/Times	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4	Wisconsin Bank & Trust Lobby	Bring tax bill and payment.
	Wisconsin Bank & Trust locations in Sheboygan.	4210 Highway 42 North, Sheboygan	Mon-Fri - 9:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 6th Street, Sheboygan	No Drive-Thru Payments.
		3225 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30.
			12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites:
Drop Box:
Dates Municipality Closed:
Online Payments:
Other Information:
Telephone:

None
 Located at Temporary City Hall - 606 N. 6th Street, Sheboygan
 12/24/18, 12/26/18, 12/31/18, 1/1/19
www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
 Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
 920-459-3311



STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2018
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 1290
 Correspondence should refer to parcel number
PARCEL#: 59281950226P

SEQ# 65

Property Address
2808 KOHLER MEM DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
Personal	Property	3,110	0.9048	Personal	Property	3,400	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax
STATE OF WISCONSIN			1,683,104		0.00		79.35
SHEBOYGAN COUNTY			13,418,661		17.62	100.0%	First Dollar Credit
CITY OF SHEBOYGAN			59,766,611		30.82	100.0%	Lottery Credit
SHEBOYGAN			2,897,907		28.17	100.0%	Net Property Tax
LTC					2.74	100.0%	
Total			77,766,283		79.35	100.0%	
		First Dollar Credit Lottery & Gaming Credit					
		Net Property Tax			79.35	100.0%	
School taxes reduced by school levy tax credit		\$6.13					
		IMPORTANT! Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.				Net Assessed Value Rate (Does NOT reflect credits)	
DEWEY, BRIAN					0.025511878		
2808 KOHLER MEMORIAL DR STE 4							
SHEBOYGAN WI 53081-3166							
				RETAIN THIS PORTION AS YOUR COPY		TOTAL DUE FOR FULL PAYMENT	
						PAY BY January 31, 2018	
						\$ 79.35	
						Warning: If not paid by due date, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.	

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases

Total Additional Taxes Applied to Property
 586,149.00
 0.79
 Year Increase Ends 2037

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CITY OF SHEBOYGAN
MARTY HALVERSON, FINANCE DIR
828 CENTER AVENUE
SHEBOYGAN WI 53081

TAX BILL ENCLOSED
for 59281950226P

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT 118

ADDRESS SERVICE REQUESTED



DEWEY, BRIAN
2808 KOHLER MEMORIAL DR STE 4
SHEBOYGAN WI 53081-3166

PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 298
Parcel #: 59281820230P
Alt. Parcel #:
EICKHOFF, ERIC E
 2808 KOHLER MEMORIAL DR STE A
 SHEBOYGAN WI 53081-3177

CITY OF SHEBOYGAN
 To view payments, property
 information, and maps go to
treasurer.sheboygancounty.com

Total Due For Full Payment

By January 31, 2019

\$38.26

-- OR --

Pay First Installment

By January 31, 2019

\$38.26

Make Check Payable and Mail to:
CITY OF SHEBOYGAN
MARTY HALVERSON, FINANCE DIR
 828 CENTER AVENUE
 SHEBOYGAN WI 53081
 920-459-3311



Tear off this stub and include with your first or full payment. If receipt is needed, send a self-addressed stamped envelope.
 If payment is made by check, receipt is not valid until check has cleared all banks.

Municipality/Location	Collection Date/Time	Bank Collection Site	Bank Collection Hours
City of Sheboygan	In person payments should be made at one of the 4 Wisconsin Bank & Trust locations in Sheboygan.	Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan	Bring tax bill and payment. Mon-Fri: 8:00 to 4:00
		655 S Taylor Drive, Sheboygan	No Set collection.
		604 N 6th Street, Sheboygan	No Drive-Thru Payments.
		3220 S Business Drive, Sheboygan	Closed 12/24/18 at 12:30.
			12/25/18, 01/01/19 and 01/21/19.

Other Drop Off Sites:
Drop Box:
Closes Municipally Closed:
Online Payment:
Other Information:
Telephone:

None
 Located at Temporary City Hall - 606 N. 9th Street, Sheboygan
 12/24/18, 12/25/18, 12/31/18, 1/1/19
www.sheboyganwi.gov - Click on property tax payment options banner on homepage. NOTE: Services fees will apply.
 Email tax questions and receipt requests to: taxinfo@sheboyganwi.gov
 920-459-3311



STATE OF WISCONSIN
PERSONAL PROPERTY TAX BILL FOR 2018
CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

BILL NO. 298

Correspondence should refer to parcel number
PARCEL#: 59281820230P

SEQ# 60

Property Address
 2808 KOHLER MEMORIAL DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est Val/Net Land	Est Val/Net Improvements	Total Est Val/Net	
Personal	Property	1,500	0.9048	Personal	Property	1,700	<input type="checkbox"/> A star in this box means unpaid prior year taxes
Testing Jurisdiction		2017 Est. State Aids Allocated Tax Dist.	2018 Est. State Aids Allocated Tax Dist.	2017 Net Tax	2018 Net Tax	% Tax Change	Gross Property Tax
STATE OF WISCONSIN		1,666,451	1,683,104	2.84	0.00		38.26
SHEBOYGAN COUNTY		13,335,856	13,418,661	5.06	14.86		First Dollar Credit
CITY OF SHEBOYGAN		58,520,424	59,766,611	4.55	13.58		Lottery Credit
SHEBOYGAN		2,827,594	2,897,907	0.44	1.32		Net Property Tax
LTC							38.26
Total		76,350,325	77,766,283	12.89	38.26		
School taxes reduced by school levy tax credit		\$2.96					
EICKHOFF, ERIC E		[IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.]					
2808 KOHLER MEMORIAL DR STE A		Net Assessed Value Rate (Does NOT reflect credits)					
SHEBOYGAN WI 53081-3177		0.025511878					
FOR INFORMATIONAL PURPOSES ONLY		Total Additional Taxes Applied to Property		Year Increase Ends		SEE REVERSE SIDE FOR IMPORTANT INFORMATION	
- Volar Approved Temporary Tax Increases		586,149.00		2017			
Testing Jurisdiction		Total Additional Taxes Applied to Property		Year Increase Ends			
SHEBOYGAN		586,149.00		2017			

TOTAL DUE FOR FULL PAYMENT
PAY BY January 31, 2019
\$ 38.26

Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
 Failure to pay on time. See reverse.

RETAIN THIS PORTION AS YOUR COPY
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

CITY OF SHEBOYGAN
MARTY HALVERSON, FINANCE DIR
 828 CENTER AVENUE
 SHEBOYGAN WI 53081

PRESORTED
 FIRST CLASS MAIL
 U.S. POSTAGE
 PAID ONE OUNCE
 SHEBOYGAN, WI
 PERMIT 116

TAX BILL ENCLOSED
 for 59281820230P

ADDRESS SERVICE REQUESTED



EICKHOFF, ERIC E
 2808 KOHLER MEMORIAL DR STE A
 SHEBOYGAN WI 53081-3177

----- Forwarded message -----

From: Suhrke, Laurie <Laurie.Suhrke@sheboyganwi.gov>

Date: Thu, Jan 2, 2020 at 1:42 PM

Subject: 2018 Personal Property taxes

To: tobytylerwatson@gmail.com <tobytylerwatson@gmail.com>

Cc: Suhrke, Laurie <Laurie.Suhrke@sheboyganwi.gov>

January 2019

59281820230P Taxes \$0.57 Interest/Penalty \$0.10 Total Due \$0.67

59281950226 Taxes \$79.35 Interest/Penalty \$14.28 Total Due \$93.63

Laurie Suhrke

Auditor/Analyst

City of Sheboygan

Laurie.Suhrke@sheboyganwi.gov

828 Center Avenue

Sheboygan, WI 53081

(920)-459-3314

www.SheboyganWI.gov

NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue.
January 6, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Section 125 Flexible Benefit Plan Adoption Agreement for plan year 2020.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately because the plan year began on January 1, 2020.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Section 125 Flexible Benefit Plan Adoption Agreement, a copy of which is attached hereto and incorporated herein.

Suspend
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

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

Name of Employer:	CITY OF SHEBOYGAN
Address:	828 CENTER AVE SHEBOYGAN, WI 53081
Employer Identification Number:	39-6005599
Nature of Business:	MUNICIPALITY
Name of Plan:	CITY OF SHEBOYGAN FLEXIBLE BENEFIT PLAN
Plan Number:	505

B. EFFECTIVE DATE

Original effective date of the Plan:	January 1, 2019
If Amendment to existing plan, effective date of amendment:	N/A

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

Length of Service:	First of the month following 30 days of service.
Minimum Hours:	All employees with 20 hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer.
Age:	Minimum age of 18 years.

D. PLAN YEAR

The current plan year will begin on January 1, 2020 and end on December 31, 2020. Each subsequent plan year will begin on January 1 and end on December 31.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

\$25000.00 per plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company Group Hospital Indemnity UMR

Eligibility Requirements for Participation, if different than Item C.
UMR:Self funded with HSA

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

N/A

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

American Fidelity Assurance Company C-12 monthly

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Delta Dental
Superior Vision**

Eligibility Requirements for Participation, if different than Item C.

5. **Group Life Insurance** which will be comprised of Group-term life insurance and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

N/A

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, N/A exceed \$50,000.

Eligibility Requirements for Participation, if different than Item C.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - \$ 0.00 per Plan Year

Maximum Contribution - \$ 5000.00 per Plan Year

Recordkeeper: **American Fidelity Assurance Company**

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - \$ 0.00 per Plan Year

Maximum Coverage - \$ 2700.00 per Plan Year or a Prorated Amount for a Short Plan Year. In no event may the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: **American Fidelity Assurance Company**

Restrictions: **As outlined in Policy G-905/R1.**

Grace Period: The provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan **are not** elected.

Carryover Provision: The provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan **are** elected.

HEART Act: The provisions in Section 8.08 of the Plan to permit the Qualified Reservist Distribution of the Heroes Earnings Assistance and Relief Tax Act (HEART) are elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – As indexed annually by the IRS.

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

Vision and Dental

If the Plan includes the limitation on expenses, a Participant's carryover amounts (when applicable) will be treated as an election for a limited Medical Reimbursement Plan for the carryover amounts for any plan year for which the participant has elected a Health Savings Account for that plan year.

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Wisconsin. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted _____.

CITY OF SHEBOYGAN
(Name of Employer)

By: _____

Title: _____

APPENDIX A

Related Employers that have adopted this Plan

Name(s):
N/A

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
PD0717sw 128433 11/19/2019 12:55 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02A **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
(a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05	Effective Date	The effective date of this Plan as shown in Item B of the Adoption Agreement.
2.06	Elective Contribution	The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.
2.07	Eligible Employee	Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
2.08	Employee	Any person employed by the Employer on or after the Effective Date.
2.09	Employer	The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
2.10	Employer Contributions	Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
2.11	Entry Date	The date that an Employee is eligible to participate in the Plan.
2.12	ERISA	The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
2.13	Fiduciary	The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
2.14	Health Savings Account	A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
2.15	HSA Trustee	The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
2.16	Highly Compensated	Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
2.17	High Deductible Health Plan	A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
2.18	HIPAA	The Health Insurance Portability and Accountability Act of 1996, as amended.

- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.
- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of "preventative care" set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item

F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.

3.02 **ENROLLMENT**: An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

3.03 **TERMINATION OF PARTICIPATION**: A Participant shall continue to participate in the Plan until the earlier of the following dates:

- (a) The date the Participant terminates employment by death, disability, retirement or other separation from service; or
- (b) The date the Participant ceases to work for the Employer as an eligible Employee; or
- (c) The date of termination of the Plan; or
- (d) The first date a Participant fails to pay required contributions while on a leave of absence.

3.05 **SEPARATION FROM SERVICE**: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.

3.06 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT**: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV
CONTRIBUTIONS

- 4.01 **EMPLOYER CONTRIBUTIONS**: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.
- 4.02 **IRREVOCABILITY OF ELECTIONS**: A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:
- (a) **Change in Status**. A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:
- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
 - (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
 - (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
 - (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
 - (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.
- (b) **Special Enrollment Rights**. If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f) or Section 2701(f) of the Public Health Service Act, then a Participant

may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.

(h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.

(i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:

- (i) The Participant is eligible for a Special Enrollment Period (as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan (as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

(a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount,

(ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.

(b) Significant curtailment of coverage.

(i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.

(ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.

(c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.

(d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.

(e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.

4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.

4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.

- 4.07 **MAXIMUM EMPLOYER CONTRIBUTIONS:** With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 **PURPOSE:** These benefits provide the group medical insurance benefits to Participants.
- 5.02 **ELIGIBILITY:** Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 **COBRA:** To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 **SECTION 105 AND 106 PLAN:** It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 **CONTRIBUTIONS:** Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 **PURPOSE:** This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.

- 6.02 **ELIGIBILITY**: Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 **DESCRIPTION OF BENEFITS**: The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.
- 6.04 **TERMS, CONDITIONS AND LIMITATIONS**: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 **SECTION 104 AND 106 PLAN**: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 **CONTRIBUTIONS**: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 **PURPOSE**: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 **ELIGIBILITY**: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 **DESCRIPTION OF BENEFITS**: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 **TERMS, CONDITIONS, AND LIMITATIONS**: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 **SECTION 79 PLAN**: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 **CONTRIBUTIONS**: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 **PURPOSE**: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated

for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.

8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- (c) Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (d) Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- (e) Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- (f) COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in

which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- (g) Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- (h) Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- (i) Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- (j) Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- (k) Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

- (a) (a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:
- (i.) Drugs or medicines that require a prescription;
 - (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
 - (iii.) Insulin.
- (b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.
- (c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).
- (d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- (a) **Substantiation.** The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
- (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- (b) **Status of Charges.** All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- (c) **Correction Procedures for Improper Payments.** In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
- (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- (d) **Intent to Comply with Rev. Rul. 2003-43.** It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of such cards set forth in

Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 **GRACE PERIOD:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 **Carryover:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.
- 8.08 **QUALIFIED RESERVIST DISTRIBUTIONS:** Notwithstanding anything in the Plan to the contrary, an individual who, by reason of being a member of a reserve component (as defined in 37 U.S.C. § 101), is ordered or called to active duty for a period in excess of 179 days or for an indefinite period may elect to receive a distribution of all or a portion of the unused Elective Contributions in his or her Account relating to the Medical Expense Reimbursement Plan if the distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year that includes the date of such order or call. If the distribution is for the entire amount of unused Elective Contributions available in the Medical Expense Reimbursement Plan, then no additional reimbursement requests will be processed for the remainder of the Plan Year.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as

provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.

9.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.

9.03 TERMS, CONDITIONS, AND LIMITATIONS:

- (a) Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- (b) Maximum Benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.
- (c) For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.
- (d) Claim Procedure. In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the ninetieth (90th) day following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- (e) Funding. The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- (f) Forfeiture. Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- (g) Nondiscrimination. Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in

Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

(a) "Dependent" (for purposes of this Section IX) means any individual who is:

- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or
- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

(b) "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

- (i) provides care for more than six individuals (other than individuals who reside at the facility);
- (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
- (iii) satisfies all applicable laws and regulations of a state or unit of local government.

(c) "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

- (i) incurred for the care of a Dependent of the Participant or for related household services;
- (ii) paid or payable to a Dependent Care Service Provider; and
- (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

(d) "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

- 10.01 **PURPOSE:** If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.
- 10.02 **BENEFITS:** A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.
- 10.03 **TERMS, CONDITIONS AND LIMITATION:**
- (a) **Maximum Benefit.** The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
 - (b) **Mid-Year Election Changes.** Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.
- 10.04 **RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN:** If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.
- 10.05 **NO ESTABLISHMENT OF ERISA PLAN:** It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

- 11.01 AMENDMENT: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.
- 11.02 TERMINATION: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

- 12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.
- 12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.
- 12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:
- (a) General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
 - (b) Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
 - (c) Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

- 12.04 **COMPENSATION AND EXPENSES OF ADMINISTRATOR:** The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.
- 12.05 **LIABILITY OF ADMINISTRATOR:** Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.
- 12.06 **DELEGATIONS OF RESPONSIBILITY:** The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate. The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.
- 12.07 **RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION:** The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.
- 12.08 **CLAIM FOR BENEFITS:** To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.
- 12.09 **GENERAL CLAIMS REVIEW PROCEDURE:** This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.
- (a) **Initial Claim for Benefits.** Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special

circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- (b) Review of Claim Denial. If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.
- (c) Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Group Medical Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- (a) Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

(b) Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

(c) Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and

5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 **PAYMENT TO REPRESENTATIVE**: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 **PROTECTED HEALTH INFORMATION**. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which the disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, "PHI" is "Protected Health Information" as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of "Protected Health Information" in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.
- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Company makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 **PLAN NOT CONTRACT OF EMPLOYMENT:** The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 **NON-ASSIGNABILITY:** No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 **SEVERABILITY:** If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 **CONSTRUCTION:**
- (a) Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - (b) Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.

- 13.08 **NONDISCRIMINATION**: In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 **ERISA**. The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD 0217sw

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Donohue. January 6, 2020.

A RESOLUTION authorizing entering into an Agreement with Waste Management of Wisconsin, Inc. for residential refuse and recyclable material transfer and tipping services.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately because the previous agreement with Waste Management of Wisconsin, Inc. expired on December 31, 2019.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into an Agreement with Waste Management of Wisconsin, Inc. for residential refuse and recyclable material transfer and tipping services, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized to pay the invoices submitted by Waste Management of Wisconsin, Inc. from the appropriate fund account(s) outlined in the budget.

Suspend
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

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN AND
WASTE MANAGEMENT OF WISCONSIN, INC.**

**FOR RESIDENTIAL REFUSE AND RECYCLABLE MATERIAL TRANSFER AND
TIPPING SERVICES**

This Agreement (“Agreement”) is made and entered into effective January 1, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Waste Management of Wisconsin, Inc. (“Waste Management”).

WITNESSETH:

WHEREAS, the City desires to contract with an entity to provide necessary services, set forth in Article 1 of this Agreement, related to residential refuse and recyclable material transfer after the residential refuse and recyclable material has been collected by the City (the “Services”); and

WHEREAS, after issuing a Request for Proposal, the City has determined that it is in the best interest of the City to contract with Waste Management for the Services; and

WHEREAS, Waste Management desires to provide the Services to the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Waste Management shall furnish all facilities, labor, equipment, materials, and transportation equipment required to perform the Services set forth in this Agreement. All Services performed by Waste Management pursuant to this Agreement shall be compliant with all applicable laws, including WDNR and EPA rules and regulations.

Specifically, Waste Management shall provide the following Services to the City:

1. Recycling: The City will deliver residential recyclables—(a) aluminum containers, (b) bi-metal containers, (c) corrugated paper or other container board, (d) glass containers, (e) magazines, newspapers, and office paper, (f) plastic containers made of PETE, HDPE, PVC, LDPE, or PP, (g) steel containers, and (h) any other item required by state law to be recycled—it has collected within the City of Sheboygan’s corporate limits to Waste Management’s transfer station located at 115 Birch Road, Sheboygan Falls, Wisconsin (the “Transfer Station”). After the City has delivered the residential recyclables, Waste Management shall provide all necessary services (including transportation, and processing,

and marketing) so that the residential recyclables are processed in accordance with all applicable laws.¹

2. **Waste:** The City will deliver residential waste it has collected within the City of Sheboygan's corporate limits to the Transfer Station. After the City has delivered the residential waste, Waste Management shall provide all necessary services (including transportation and disposal) so that the residential waste is disposed of in accordance with all applicable laws.

By way of estimate only, the City estimates that it will deliver 3,375 tons per year of residential recyclables, 11,203 tons per year of residential waste, and 1,151 tons per year of City Department of Public Works operations solid waste (such as street sweepings, catch basin debris, parks refuse, and hydro vacuum debris) to the Transfer Station each year of this Agreement. The parties agree that waste does not include, and the City shall not deliver, any hazardous waste, materials or substances or any other materials the Transfer Station is not permitted to accept.

Recycling and Waste will generally be delivered to the Transfer Station five days per week (Monday through Friday). From time to time when there is a weather event or holiday that delays the City's collection services, Recycling and Waste may be delivered to the Transfer Station on a Saturday; provided, however, that the City must notify Waste Management at least 24 hours in advance.

3. **Bulky Items:** On up to four (4) Saturdays per year as mutually agreed upon by the City and Waste Management, residents of the City may bring bulky items—which shall not include electronics or hazardous materials—to the Transfer Station for disposal. Residents will be required to provide proof of residency within the City.
4. **Dumpsters:** On a schedule requested by the City, Waste Management will provide thirty cubic yard dumpsters to the City in order to facilitate neighborhood clean-up projects. Dumpsters shall be picked up and delivered Monday through Friday.

Article 2. Cost

Waste Management shall provide the Services on the following cost schedule:

1. Waste: \$35.00 / ton
2. Recycling: \$90 / ton
3. Street Sweeping: \$35.00 / ton
4. Bulky Items: \$48 / ton (includes \$13 / ton Federal and State fees)
5. Dumpsters: \$175 / container, plus \$48 / ton (includes \$13 / ton Federal and state fees)

¹ The City is in the process of converting its recycling operations to a bag-free, cart-based loose recyclable collection system. The City anticipates this process being online in the second quarter of 2020, but no later than November 1, 2020. Once the cart-based system is online, or November 1, 2020, whichever is later, the City shall take commercially reasonable efforts to ensure bagged recyclables are not provided to Waste Management at the transfer station. Before that point, Waste Management understands and recognizes that the City will continue to provide bagged recycling. After that point, bagged recycling will be considered contamination.

This cost schedule shall apply until December 31, 2020. On January 1, 2021 and each subsequent year of this Agreement, Waste Management may adjust the fees set forth above pursuant to the United States Department of Labor, Bureau of Labor Statistics' "National Consumer Price Index for Water and Sewer and Trash Collection Services" Rate at the figure published on July 1 compared to the previous figure published on July 1, to take effect for the next calendar year. Thus, for example, the July 1, 2020 rate (compared to the July 1, 2019 rate) will be used to determine the rate for Calendar Year 2021. Waste Management shall provide documentation to the City regarding its calculation before this increase shall take effect. In no event shall the fee increase by more than 5% for any one year.

Waste Management shall invoice or bill the City no more frequently than monthly. Invoices shall be sent to:

Jason Blasiola
City of Sheboygan
Department of Public Works
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

The City shall make payment within forty-five days of receipt of an Invoice.

The City and Waste Management share a goal of limiting the contamination in the residential recyclables the City delivers to the Transfer Station. Waste Management shall determine the contamination rate of the residential recyclables once the City's automated recycling program is fully functional—which is estimated to be July 1, 2020—and shall report that rate to the City ("Baseline Contamination Rate"). Waste Management and the City shall work together to reduce the contamination rate of the residential recyclables delivered to the Transfer Station. So long as the contamination rate is 10% contamination or less), no contaminated recycling surcharge may be imposed. If, the contamination rate is more than 10% contaminated, Waste Management will—for a particular contaminated delivery of residential recycling—charge the City a contaminated recycling surcharge of \$150 / ton, in addition to the charge for recycling set forth above. Waste Management shall provide photographic evidence of the contaminated residential recycling to the City.

Below is an example of how contamination charges will be calculated and applied:

3.0 Tons or 6,000 pound load @ 20% contamination level

0.6 Tons or 1,200 pounds of contamination

1st 10%, or 600 pounds, or 0.3 Tons is acceptable and not chargeable

2nd 10%, or 600 pounds, or 0.3 Tons will be charged at a rate of \$150.00 per ton

0.3 Tons x \$150.00 = \$45.00 contamination charge

Article 3. Adjustment to the Recycling Cost Based on the Value of the Recycling

Each year, Waste Management shall calculate the Blended Value of the City's Recycling. The City shall receive 80% of the Blended Value of the Recycling, which shall be applied by reducing the price per ton for Recycling set forth in Article 2. This could result in a negative price per ton for Recycling.

Blended Value of the City's Recycling shall be calculated as follows:

1. Annually, Waste Management will perform a Composition Audit, which categorizes the Recycling Materials into the following Material Components:
 - a. Cardboard – example: old corrugated containers
 - b. All Other Paper – example: phone books; magazines, gloss inserts and pamphlets; newspaper; mail; uncoated paperboard; uncoated printing, writing, and office paper
 - c. Aluminum / Beverage Cans – example: clean and empty aluminum cans
 - d. Steel / Tin – example: clean and empty steel and tin cans
 - e. Plastic #1 – example: clean and empty PET bottles with the symbol #1
 - f. Plastic #2 Natural – example: clean and empty HDPE natural bottles with the symbol #2
 - g. Plastic #2 Colored – example: clean and empty HDPE colored bottles with the symbol #2
 - h. Plastic #5 – example: clean and empty polypropylene plastic containers with the symbol #5
 - i. Glass – example: clean and empty glass food and beverage containers
 - j. Contamination – example: all other recyclables and non-recyclables
2. The Components will have Commodity Values set by referring to the most recent publication of the following national indices at the time of the Composition Audit (when applicable, average should be used):
 - a. Cardboard: PPW OCC #11
 - b. All Other Paper: PPW Mixed Paper #54
 - c. Aluminum / Beverage Cans: SMP for Aluminum Cans (sorted, baled, picked up)
 - d. Steel / Tin: SMP for Steel Cans (sorted, baled, picked up)
 - e. Plastic #1: SMP for PET (baled, picked up)
 - f. Plastic #2 Natural: SMP for Natural HDPE (baled, picked up)
 - g. Plastic #2 Colored: SMP for Colored HDPE (baled, picked up)
 - h. Plastic #5: Actual Price
 - i. Glass: Actual Price
 - j. Contamination: Actual Transportation and Disposal Price
3. Note: Commodity Value may be negative, which would result in the City paying for 80% of the negative value.
4. For each Material Component, the Commodity Value is multiplied by its Material Component % (as determined by the Composition Audit) to determine a Value per Ton for each Material Component.
5. The Value per Ton for each Material Component is added together to obtain the Blended Value per Ton. If the Blended Value per ton is negative, no adjustment to the price per ton for Recycling shall be made and the City shall pay 80% of the negative per ton rate multiplied by the applicable tonnage.

6. If the Blended Value per ton is positive, 80% of that Blended Value shall be subtracted from the then-current price per ton for Recycling. If the Blended Value is negative, 80% of that Blended Value shall be added to the then-current price per ton for Recycling.

Article 4. Term of Agreement.

This Agreement shall govern all Services occurring after January 1, 2020 and before December 31, 2024, unless terminated or extended pursuant to this Agreement.

The Agreement may be extended for an additional five years by mutual agreement of the parties. Such an extension will extend the agreement until December 31, 2029 (the "Extension"). If the City wishes to exercise the Extension, it may provide notice to Waste Management by July 30, 2024. The City may include a written proposal of terms and conditions for the continuation of the contract (the "Continuation Proposal"). The Continuation Proposal may propose new terms and conditions based upon changes in legislation regarding solid waste and recycling or any other changes that would affect the administration of the Services pursuant to this Agreement. Contractor shall respond to any Continuation Proposal within thirty (30) days of its receipt, indicating: (1) its acceptance of the Continuation Proposal; (2) its rejection of the Continuation Proposal; or (3) its willingness to negotiate regarding the Continuation Proposal. If Contractor does not respond, it is a rejection of the Continuation Proposal.

Article 5. Waste Management's Obligations

In providing the Services set forth in Article 1, Waste Management shall:

1. Provide a facility that will accept City generated solid waste, including waste from the City's public works operations, which meets the WDNR and EPA rules and regulations for solid waste transfer stations, and is licensed as such.
2. Provide a facility that will accept City generated residential single stream recyclables, specifically: cardboard, all other paper, aluminum / beverage cans, steel / tin, Plastic #1, Plastic #2 (Natural), Plastic #2 (Colored), Plastic #5, and glass, and any other residential recyclable material mandated by WDNR or EPA to be collected.
3. Provide a facility that will control waste to avoid health and nuisance problems and meet all applicable criteria set forth by the WDNR, EPA, and any applicable local zoning or land use regulations.
4. Provide a facility that will provide safe working conditions for City workers and vehicles and equipment, as well as Waste Management's employees, and the general public.
5. Haul, sort, and otherwise process and market or dispose of all materials delivered to the Transfer Station in accordance with all applicable rules, laws, orders, regulations, policies, and any other provisions as promulgated, adopted, passed, or provided by federal, state, or municipal government.
6. Provide access to the Transfer Station to City vehicles Monday through Friday from 7:30 a.m. to 5:00 p.m., and upon request on Saturdays following holidays or snow emergencies. The average total time at the Transfer Station for a City vehicle delivering waste and recyclables shall not exceed twenty minutes as a result of Waste Management's operations.

7. In the event of emergency conditions declared by the City, and proper and adequate² notification by the City (which shall be made by phone call), Waste Management shall keep the Transfer Station open for receipt of waste or recyclables from such emergency.
8. Make ready and have available adequate equipment, forces, and materials to start work on the first day of the Term of this Agreement, set forth in Article 4.
9. Provide tipping record receipts for each load dumped that provide the amount of materials dumped (waste and recycling), date, time, and truck number.
10. Provide annual, quarterly, and monthly reports that provide the tonnage of waste and recycling in sufficient detail to meet the WDNR and any other reporting requirement imposed on the City. The monthly report shall be provided no later than 15 calendar days after the end of the month. Liquidated damages shall be imposed for failure to meet this deadline in the amount of \$100 per day. These reports shall consist of the following:
 - a. Tonnage of Solid Waste
 - b. Price per ton of Solid Waste
 - c. Tonnage of Recycling
 - d. Price per ton of Recycling
 - e. Results from most recent Composition Audit (outlining the City's recyclable materials composition)
 - f. Quantity of residuals lost or disposed of by the Material Recovery Facility ("MRF") (which is at no additional cost to the City)
 - g. Any other data required under WDNR, EPA, or any other governmental regulation or guideline, or the City's Grant from the Recycling Partnership.
11. Provide ad hoc reports as requested by the City, if agreed upon with Contractor.
12. Adhere to all applicable WDNR regulations, including those under NR 544.
13. Adhere to all applicable WDNR procedures, and any applicable law regarding solid waste reduction, recovery, and recycling with respect to the final disposition of materials.
14. Permit periodic inspections by the City of all aspects of the Services rendered. Inspections shall not unreasonably interfere with Waste Management's operations. The Inspections may include, at the option of the City, but are not limited to, operation of the MRF, scale records, residual disposal records, landfill disposal facility, and other related items.
15. Secure all licenses, permits, and certifications required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.
16. Provide adequate supervision of its employees in connection with the details of their work and the hours of their employment.
17. Ensure qualified persons perform the Services specified in this Agreement.

Article 6. City Rejection of Facility

Waste Management intends to send the City's recycling to Waste Management's MRF in Germantown, Wisconsin. If the MRF fails to obtain or loses WDNR approved certification status, Waste Management shall provide materials transportation to another WDNR approved and certified facility for marketing of recyclables under this Agreement. If Waste Management is unable to do so, the City may terminate this Agreement and contract with another entity for the Services provided under this Agreement. If the cost of the replacement Services exceeds the amount set forth in the

² Notification shall be adequate if it is made when the Transfer Station is currently open. The City shall provide notification to Waste Management as soon as practicable after the declaration of emergency conditions.

Agreement, Waste Management shall provide damages to the City for the remainder of the Term of Agreement equal to the difference between the price per ton paid under any replacement agreement and the price per ton paid under this Agreement.

Article 7. Performance Bond

Waste Management shall provide the City with a performance bond, made payable to the City of Sheboygan, Wisconsin, in an amount equal to 100% of the estimated annual fee for the Services, executed by a surety company authorized to do business in the State of Wisconsin.

Waste Management shall adjust their performance bond annually to accommodate potential changes in the tipping fees and solid waste and recyclables disposal tonnages. Performance bonds are required for the protection of the City of Sheboygan and its taxpayers against failure of a contractor to complete the contract.

In the event that the successful proposer fails to perform or abandons the contract, the City of Sheboygan shall have the contract completed as expeditiously as possible, and shall bring action against the bond for the additional expenses and administrative time expended.

Article 8. General Provisions

1. **Headings.** The numbering and captions of the various Articles and Sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
2. **Force Majeure.** The term “force majeure” as used in this Agreement means acts of God, war, strikes or other industrial disturbances, acts of a public enemy, blockades, insurrections or riots, epidemics, landslides or floods, earthquakes, fires, storms, arrests, civil disturbances, explosions, and other causes beyond the control of the parties herein. Should Waste Management be delayed or prevented in whole or in part, from performing its obligations under this Agreement as a result of any force majeure Waste Management shall be excused from performing such obligations while Waste Management is so prevented. Waste Management shall provide notice of the force majeure event as soon as is practicable.
3. **Neither Party the Drafter.** The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting of this Agreement.
4. **Non-Appropriation.** If funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity—including the City itself—to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
5. **Waiver.** No failure of either party to enforce a term of the Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party’s right to enforce that term. No waiver by any party of any term of the Agreement shall be considered a waiver of any other term or breach thereof.
6. **Severability.** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

7. Breach and Termination.

- a. If for any reason, Waste Management shall fail to fulfill in a timely and proper manner, its material obligations under the terms of this Agreement, or if Waste Management shall fail to fulfill in timely and proper manner any of the material covenants or stipulations in this Agreement, the City shall give written notice of the breach to Waste Management.
- b. The written notice shall state the failure to fulfill in timely and proper manner the material obligations and the corrective action to be taken within a reasonable time established by the City. If Waste Management fails to take such corrective action, the City shall have the right to terminate the Agreement by providing thirty (30) days' notice to Waste Management.
- c. Waste Management shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by Waste Management, the City shall have the right to terminate this Agreement by providing thirty (30) days' notice to Waste Management.
- d. Waste Management shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by Waste Management, the City shall have the right to terminate this Agreement by providing thirty (30) days' notice to Waste Management.
- e. Waste Management becoming listed on any debarment list or similar list shall constitute cause for termination of this Agreement upon thirty (30) days' notice.

8. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Waste Management.

9. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under the Agreement shall be in Sheboygan Circuit Court, Sheboygan County, Wisconsin or the applicable federal court.

10. Document Retention. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Waste Management acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement unless they are destroyed earlier pursuant to Waste Management's document retention policies. In the event records are destroyed prior to seven (7) years after receipt of final payment under the Agreement, Waste Management shall indemnify, defend, and hold the City harmless from any claim, demand, settlement, judgment, or other expense related to the destruction of the record, even if the record is destroyed pursuant to Waste Management's document retention policy.

11. Insurance.

- a. **General Liability Insurance.** Waste Management shall maintain during the life of this Agreement such general liability insurance as shall protect Waste Management from claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage. This insurance shall cover damage that arises from operations under the Agreement, whether such operations are by Waste Management or any subcontractor of anyone directly or indirectly employed by either of them. The minimum acceptable limit of coverage to be provided by such general liability insurance shall be: \$2,000,000 per occurrence for Bodily Injury and \$2,000,000 per occurrence for Property Damage.
- b. **Automobile Liability Insurance.** Waste Management shall maintain during the life of this Agreement such comprehensive automobile liability insurance as shall protect Waste Management against claims for damage resulting from: (1) bodily injury, including wrongful death; and (2) property damage. This insurance shall cover damage that arises from the operations of any owned, hired, or non-owned automobiles used by or for Waste Management in any capacity in connection with the fulfillment of the Agreement. The minimum acceptable limit of coverage to be provided by such comprehensive automobile liability insurance shall be a Combined Single Limit of \$2,000,000 per accident.
- c. **Worker's Compensation and Employer's Liability.**
 - i. Waste Management shall maintain during the life of this Agreement such worker's compensation insurance as shall protect Waste Management under the State of Wisconsin's workman's compensation laws. This policy shall provide the statutorily required coverage.
 - ii. Waste Management shall maintain during the life of this Agreement such insurance as shall protect Waste Management against claims for injury, disease, or death of its employees which, for any reason, may not fall within the provisions of a workmen's compensation claim. This policy shall include an "all states" endorsement, and shall have a minimum acceptable limit of coverage of \$2,000,000.
- d. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
- e. The insurance limits set forth in this Section are a minimum. It shall be the responsibility of Waste Management to maintain adequate insurance coverage at all times. Failure of Waste Management to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
- f. Each insurance policy required by this Agreement shall provide that at least ten (10) days advanced written notice to the City will be provided before any policy is changed or canceled.
- g. In the event that the City consents to a subcontractor providing services under this Agreement, the subcontractor shall also maintain insurance in the amounts set forth in this Section.

12. Non-Discrimination. Subject to Wis. Stat. § 111.31 to Wis. Stat. § 111.36, Waste Management shall not engage in any act of discrimination as specified in Wis. Stat. § 111.322 against any individual. Waste Management shall not discriminate against any person seeking employment, or in their employment or separation therefrom on the basis of sex, race, color, religion, national origin, age, handicap, marital status, ancestry, arrest record, conviction record, veteran status, or the use or non-use of lawful products off of

Waste Management's premises during non-working hours. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Waste Management agrees, upon request, to give an affidavit that Waste Management has not and will not engage in any act of employment discrimination during the term of this Agreement.

13. No Collusion. Waste Management certifies that the prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor. No attempt was made to induce any other person, partnership, or corporation to submit or not to submit a quote to the City for these Services for the purpose of restricting competition.
14. Conflict of Interest. Waste Management declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Waste Management agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. Assignment. Neither the City nor Waste Management shall assign any rights or duties under this Agreement without the prior written consent of the other party.
16. Identity of Waste Management. Waste Management acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Waste Management. Waste Management thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Waste Management. Waste Management shall not subcontract any part of the Services without the prior written permission of the City. The City's Director of Public Works shall have the ability to provide this written permission. The City reserves the right to reject any of Waste Management's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
17. Independent Contractor. During the entire term of this Agreement, Waste Management shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Waste Management shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.
18. Indemnification. Waste Management shall indemnify, defend, and hold harmless the City of Sheboygan, its employees, officers, and agents from and against all claims, damages, losses, and expenses, including attorney fees arising from deaths or accidents or destruction of tangible property including the loss of use resulting therefrom, resulting to employees of Waste Management, or its subcontractors, in the work contemplated and done under the contract, and to indemnify and hold harmless the City of Sheboygan, and its employees, officers, and agents, from and against all claims, damages, losses, and expenses, including attorney's fees, decrees, or judgments whatsoever, but only to the extent the claim, damage, loss, or expense arises from a negligent act, omission, failure, or neglect of Waste Management, its subcontractors, or agents, servants, and employees, or other persons under its supervision or direction in the performance of any work under the terms of this contract.

19. Notice: Any notice required by this Agreement shall be made in writing to the individuals / addresses specified below:

City:

Waste Management:

City Clerk	Paul Copeland
City of Sheboygan	Waste Management of Wisconsin, Inc.
828 Center Ave.	W132 N10487 Grant Drive
Sheboygan, Wisconsin 53083	Germantown, Wisconsin 53022

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the City and Waste Management.

20. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
21. Intent to be Bound. The City and Waste Management each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
23. Integration and Modification. This Agreement represents the entire and integrated agreement between the City and Waste Management. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

**WASTE MANAGEMENT OF
WISCONSIN, INC.**

BY: _____
Michael J. Vandersteen, Mayor

BY: _____

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

DATE: _____

**AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN AND
WASTE MANAGEMENT OF WISCONSIN, INC.**

**FOR RESIDENTIAL REFUSE AND RECYCLABLE MATERIAL TRANSFER AND
TIPPING SERVICES**

This Agreement (“Agreement”) is made and entered into effective January 1, 2020 (the “Effective Date”), by and between the City of Sheboygan (the “City”), a municipal corporation, and Waste Management of Wisconsin, Inc. (“Waste Management”).

WITNESSETH:

WHEREAS, the City desires to contract with an entity to provide necessary services, set forth in Article 1 of this Agreement, related to residential refuse and recyclable material transfer after the residential refuse and recyclable material has been collected by the City (the “Services”); and

WHEREAS, after issuing a Request for Proposal, the City has determined that it is in the best interest of the City to contract with Waste Management for the Services; and

WHEREAS, Waste Management desires to provide the Services to the City pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services

Waste Management shall furnish all facilities, labor, equipment, materials, and transportation equipment required to perform the Services set forth in this Agreement. All Services performed by Waste Management pursuant to this Agreement shall be compliant with all applicable laws, including WDNR and EPA rules and regulations.

Specifically, Waste Management shall provide the following Services to the City:

1. **Recycling:** The City will deliver residential recyclables—(a) aluminum containers, (b) bi-metal containers, (c) corrugated paper or other container board, (d) glass containers, (e) magazines, newspapers, and office paper, (f) plastic containers made of PETE, HDPE, PVC, LDPE, or PP, (g) steel containers, and (h) any other item required by state law to be recycled—it has collected within the City of Sheboygan’s corporate limits to Waste Management’s transfer station located at 115 Birch Road, Sheboygan Falls, Wisconsin (the “Transfer Station”). After the City has delivered the residential recyclables, Waste Management shall provide all necessary services (including transportation, and processing,

and marketing) so that the residential recyclables are processed in accordance with all applicable laws.¹

2. **Waste:** The City will deliver residential waste it has collected within the City of Sheboygan's corporate limits to the Transfer Station. After the City has delivered the residential waste, Waste Management shall provide all necessary services (including transportation and disposal) so that the residential waste is disposed of in accordance with all applicable laws.

By way of estimate only, the City estimates that it will deliver 3,375 tons per year of residential recyclables, 11,203 tons per year of residential waste, and 1,151 tons per year of City Department of Public Works operations solid waste (such as street sweepings, catch basin debris, parks refuse, and hydro vacuum debris) to the Transfer Station each year of this Agreement. The parties agree that waste does not include, and the City shall not deliver, any hazardous waste, materials or substances or any other materials the Transfer Station is not permitted to accept.

Recycling and Waste will generally be delivered to the Transfer Station five days per week (Monday through Friday). From time to time when there is a weather event or holiday that delays the City's collection services, Recycling and Waste may be delivered to the Transfer Station on a Saturday; provided, however, that the City must notify Waste Management at least 24 hours in advance.

3. **Bulky Items:** On up to four (4) Saturdays per year as mutually agreed upon by the City and Waste Management, residents of the City may bring bulky items—which shall not include electronics or hazardous materials—to the Transfer Station for disposal. Residents will be required to provide proof of residency within the City.
4. **Dumpsters:** On a schedule requested by the City, Waste Management will provide thirty cubic yard dumpsters to the City in order to facilitate neighborhood clean-up projects. Dumpsters shall be picked up and delivered Monday through Friday.

Article 2. Cost

Waste Management shall provide the Services on the following cost schedule:

1. **Waste:** \$35.00 / ton
2. **Recycling:** \$90 / ton
3. **Street Sweeping:** \$35.00 / ton
4. **Bulky Items:** \$48 / ton (includes \$13 / ton Federal and State fees)
5. **Dumpsters:** \$175 / container, plus \$48 / ton (includes \$13 / ton Federal and state fees)

¹ The City is in the process of converting its recycling operations to a bag-free, cart-based loose recyclable collection system. The City anticipates this process being online in the second quarter of 2020, but no later than November 1, 2020. Once the cart-based system is online, or November 1, 2020, whichever is later, the City shall take commercially reasonable efforts to ensure bagged recyclables are not provided to Waste Management at the transfer station. Before that point, Waste Management understands and recognizes that the City will continue to provide bagged recycling. After that point, bagged recycling will be considered contamination.

This cost schedule shall apply until December 31, 2020. On January 1, 2021 and each subsequent year of this Agreement, Waste Management may adjust the fees set forth above pursuant to the United States Department of Labor, Bureau of Labor Statistics' "National Consumer Price Index for Water and Sewer and Trash Collection Services" Rate at the figure published on July 1 compared to the previous figure published on July 1, to take effect for the next calendar year. Thus, for example, the July 1, 2020 rate (compared to the July 1, 2019 rate) will be used to determine the rate for Calendar Year 2021. Waste Management shall provide documentation to the City regarding its calculation before this increase shall take effect. In no event shall the fee increase by more than 5% for any one year.

Waste Management shall invoice or bill the City no more frequently than monthly. Invoices shall be sent to:

Jason Blasiola
City of Sheboygan
Department of Public Works
2026 New Jersey Ave.
Sheboygan, Wisconsin 53081

The City shall make payment within forty-five days of receipt of an Invoice.

The City and Waste Management share a goal of limiting the contamination in the residential recyclables the City delivers to the Transfer Station. Waste Management shall determine the contamination rate of the residential recyclables once the City's automated recycling program is fully functional—which is estimated to be July 1, 2020—and shall report that rate to the City ("Baseline Contamination Rate"). Waste Management and the City shall work together to reduce the contamination rate of the residential recyclables delivered to the Transfer Station. So long as the contamination rate is 10% contamination or less, no contaminated recycling surcharge may be imposed. If, the contamination rate is more than 10% contaminated, Waste Management will—for a particular contaminated delivery of residential recycling—charge the City a contaminated recycling surcharge of \$150 / ton, in addition to the charge for recycling set forth above. Waste Management shall provide photographic evidence of the contaminated residential recycling to the City.

Below is an example of how contamination charges will be calculated and applied:

3.0 Tons or 6,000 pound load @ 20% contamination level

0.6 Tons or 1,200 pounds of contamination

1st 10%, or 600 pounds, or 0.3 Tons is acceptable and not chargeable

2nd 10%, or 600 pounds, or 0.3 Tons will be charged at a rate of \$150.00 per ton

0.3 Tons x \$150.00 = \$45.00 contamination charge

Article 3. Adjustment to the Recycling Cost Based on the Value of the Recycling

Each year, Waste Management shall calculate the Blended Value of the City's Recycling. The City shall receive 80% of the Blended Value of the Recycling, which shall be applied by reducing the price per ton for Recycling set forth in Article 2. This could result in a negative price per ton for Recycling.

Blended Value of the City's Recycling shall be calculated as follows:

1. Annually, Waste Management will perform a Composition Audit, which categorizes the Recycling Materials into the following Material Components:
 - a. Cardboard – example: old corrugated containers
 - b. All Other Paper – example: phone books; magazines, gloss inserts and pamphlets; newspaper; mail; uncoated paperboard; uncoated printing, writing, and office paper
 - c. Aluminum / Beverage Cans – example: clean and empty aluminum cans
 - d. Steel / Tin – example: clean and empty steel and tin cans
 - e. Plastic #1 – example: clean and empty PET bottles with the symbol #1
 - f. Plastic #2 Natural – example: clean and empty HDPE natural bottles with the symbol #2
 - g. Plastic #2 Colored – example: clean and empty HDPE colored bottles with the symbol #2
 - h. Plastic #5 – example: clean and empty polypropylene plastic containers with the symbol #5
 - i. Glass – example: clean and empty glass food and beverage containers
 - j. Contamination – example: all other recyclables and non-recyclables
2. The Components will have Commodity Values set by referring to the most recent publication of the following national indices at the time of the Composition Audit (when applicable, average should be used):
 - a. Cardboard: PPW OCC #11
 - b. All Other Paper: PPW Mixed Paper #54
 - c. Aluminum / Beverage Cans: SMP for Aluminum Cans (sorted, baled, picked up)
 - d. Steel / Tin: SMP for Steel Cans (sorted, baled, picked up)
 - e. Plastic #1: SMP for PET (baled, picked up)
 - f. Plastic #2 Natural: SMP for Natural HDPE (baled, picked up)
 - g. Plastic #2 Colored: SMP for Colored HDPE (baled, picked up)
 - h. Plastic #5: Actual Price
 - i. Glass: Actual Price
 - j. Contamination: Actual Transportation and Disposal Price
3. Note: Commodity Value may be negative, which would result in the City paying for 80% of the negative value.
4. For each Material Component, the Commodity Value is multiplied by its Material Component % (as determined by the Composition Audit) to determine a Value per Ton for each Material Component.
5. The Value per Ton for each Material Component is added together to obtain the Blended Value per Ton. If the Blended Value per ton is negative, no adjustment to the price per ton for Recycling shall be made and the City shall pay 80% of the negative per ton rate multiplied by the applicable tonnage.

6. If the Blended Value per ton is positive, 80% of that Blended Value shall be subtracted from the then-current price per ton for Recycling. If the Blended Value is negative, 80% of that Blended Value shall be added to the then-current price per ton for Recycling.

Article 4. Term of Agreement.

This Agreement shall govern all Services occurring after January 1, 2020 and before December 31, 2024, unless terminated or extended pursuant to this Agreement.

The Agreement may be extended for an additional five years by mutual agreement of the parties. Such an extension will extend the agreement until December 31, 2029 (the "Extension"). If the City wishes to exercise the Extension, it may provide notice to Waste Management by July 30, 2024. The City may include a written proposal of terms and conditions for the continuation of the contract (the "Continuation Proposal"). The Continuation Proposal may propose new terms and conditions based upon changes in legislation regarding solid waste and recycling or any other changes that would affect the administration of the Services pursuant to this Agreement. Contractor shall respond to any Continuation Proposal within thirty (30) days of its receipt, indicating: (1) its acceptance of the Continuation Proposal; (2) its rejection of the Continuation Proposal; or (3) its willingness to negotiate regarding the Continuation Proposal. If Contractor does not respond, it is a rejection of the Continuation Proposal.

Article 5. Waste Management's Obligations

In providing the Services set forth in Article 1, Waste Management shall:

1. Provide a facility that will accept City generated solid waste, including waste from the City's public works operations, which meets the WDNR and EPA rules and regulations for solid waste transfer stations, and is licensed as such.
2. Provide a facility that will accept City generated residential single stream recyclables, specifically: cardboard, all other paper, aluminum / beverage cans, steel / tin, Plastic #1, Plastic #2 (Natural), Plastic #2 (Colored), Plastic #5, and glass, and any other residential recyclable material mandated by WDNR or EPA to be collected.
3. Provide a facility that will control waste to avoid health and nuisance problems and meet all applicable criteria set forth by the WDNR, EPA, and any applicable local zoning or land use regulations.
4. Provide a facility that will provide safe working conditions for City workers and vehicles and equipment, as well as Waste Management's employees, and the general public.
5. Haul, sort, and otherwise process and market or dispose of all materials delivered to the Transfer Station in accordance with all applicable rules, laws, orders, regulations, policies, and any other provisions as promulgated, adopted, passed, or provided by federal, state, or municipal government.
6. Provide access to the Transfer Station to City vehicles Monday through Friday from 7:30 a.m. to 5:00 p.m., and upon request on Saturdays following holidays or snow emergencies. The average total time at the Transfer Station for a City vehicle delivering waste and recyclables shall not exceed twenty minutes as a result of Waste Management's operations.

7. In the event of emergency conditions declared by the City, and proper and adequate² notification by the City (which shall be made by phone call), Waste Management shall keep the Transfer Station open for receipt of waste or recyclables from such emergency.
8. Make ready and have available adequate equipment, forces, and materials to start work on the first day of the Term of this Agreement, set forth in Article 4.
9. Provide tipping record receipts for each load dumped that provide the amount of materials dumped (waste and recycling), date, time, and truck number.
10. Provide annual, quarterly, and monthly reports that provide the tonnage of waste and recycling in sufficient detail to meet the WDNR and any other reporting requirement imposed on the City. The monthly report shall be provided no later than 15 calendar days after the end of the month. Liquidated damages shall be imposed for failure to meet this deadline in the amount of \$100 per day. These reports shall consist of the following:
 - a. Tonnage of Solid Waste
 - b. Price per ton of Solid Waste
 - c. Tonnage of Recycling
 - d. Price per ton of Recycling
 - e. Results from most recent Composition Audit (outlining the City's recyclable materials composition)
 - f. Quantity of residuals lost or disposed of by the Material Recovery Facility ("MRF") (which is at no additional cost to the City)
 - g. Any other data required under WDNR, EPA, or any other governmental regulation or guideline, or the City's Grant from the Recycling Partnership.
11. Provide ad hoc reports as requested by the City, if agreed upon with Contractor.
12. Adhere to all applicable WDNR regulations, including those under NR 544.
13. Adhere to all applicable WDNR procedures, and any applicable law regarding solid waste reduction, recovery, and recycling with respect to the final disposition of materials.
14. Permit periodic inspections by the City of all aspects of the Services rendered. Inspections shall not unreasonably interfere with Waste Management's operations. The Inspections may include, at the option of the City, but are not limited to, operation of the MRF, scale records, residual disposal records, landfill disposal facility, and other related items.
15. Secure all licenses, permits, and certifications required for and in connection with any and all parts of the work to be performed under the provisions of this Agreement.
16. Provide adequate supervision of its employees in connection with the details of their work and the hours of their employment.
17. Ensure qualified persons perform the Services specified in this Agreement.

Article 6. City Rejection of Facility

Waste Management intends to send the City's recycling to Waste Management's MRF in Germantown, Wisconsin. If the MRF fails to obtain or loses WDNR approved certification status, Waste Management shall provide materials transportation to another WDNR approved and certified facility for marketing of recyclables under this Agreement. If Waste Management is unable to do so, the City may terminate this Agreement and contract with another entity for the Services provided under this Agreement. If the cost of the replacement Services exceeds the amount set forth in the

² Notification shall be adequate if it is made when the Transfer Station is currently open. The City shall provide notification to Waste Management as soon as practicable after the declaration of emergency conditions.

Agreement, Waste Management shall provide damages to the City for the remainder of the Term of Agreement equal to the difference between the price per ton paid under any replacement agreement and the price per ton paid under this Agreement.

Article 7. Performance Bond

Waste Management shall provide the City with a performance bond, made payable to the City of Sheboygan, Wisconsin, in an amount equal to 100% of the estimated annual fee for the Services, executed by a surety company authorized to do business in the State of Wisconsin.

Waste Management shall adjust their performance bond annually to accommodate potential changes in the tipping fees and solid waste and recyclables disposal tonnages. Performance bonds are required for the protection of the City of Sheboygan and its taxpayers against failure of a contractor to complete the contract.

In the event that the successful proposer fails to perform or abandons the contract, the City of Sheboygan shall have the contract completed as expeditiously as possible, and shall bring action against the bond for the additional expenses and administrative time expended.

Article 8. General Provisions

1. Headings. The numbering and captions of the various Articles and Sections are solely for convenience and reference and shall not affect the scope, meaning, intent, or interpretation of the provisions of this Agreement, nor shall such headings otherwise be given any legal effect.
2. Force Majeure. The term "force majeure" as used in this Agreement means acts of God, war, strikes or other industrial disturbances, acts of a public enemy, blockades, insurrections or riots, epidemics, landslides or floods, earthquakes, fires, storms, arrests, civil disturbances, explosions, and other causes beyond the control of the parties herein. Should Waste Management be delayed or prevented in whole or in part, from performing its obligations under this Agreement as a result of any force majeure Waste Management shall be excused from performing such obligations while Waste Management is so prevented. Waste Management shall provide notice of the force majeure event as soon as is practicable.
3. Neither Party the Drafter. The parties to this Agreement have had sufficient time to consult legal counsel and negotiate changes regarding the terms hereof. Therefore, neither party shall be deemed the drafter of this Agreement and, as such, this Agreement shall not be construed against either party due to the drafting of this Agreement.
4. Non-Appropriation. If funds for the continued fulfillment of the Agreement by the City are at any time not forthcoming or are insufficient, through the failure of any entity—including the City itself—to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.
5. Waiver. No failure of either party to enforce a term of the Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of the Agreement shall be considered a waiver of any other term or breach thereof.
6. Severability. The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or

provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

7. Breach and Termination.

- a. If for any reason, Waste Management shall fail to fulfill in a timely and proper manner, its material obligations under the terms of this Agreement, or if Waste Management shall fail to fulfill in timely and proper manner any of the material covenants or stipulations in this Agreement, the City shall give written notice of the breach to Waste Management.
- b. The written notice shall state the failure to fulfill in timely and proper manner the material obligations and the corrective action to be taken within a reasonable time established by the City. If Waste Management fails to take such corrective action, the City shall have the right to terminate the Agreement by providing thirty (30) days' notice to Waste Management.
- c. Waste Management shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by Waste Management, the City shall have the right to terminate this Agreement by providing thirty (30) days' notice to Waste Management.
- d. Waste Management shall not be entitled to the opportunity to correct the same failure to fulfill in a timely and proper manner its material obligations according to this subsection more than three times during the term of this Agreement. Thereafter, for the same failure by Waste Management, the City shall have the right to terminate this Agreement by providing thirty (30) days' notice to Waste Management.
- e. Waste Management becoming listed on any debarment list or similar list shall constitute cause for termination of this Agreement upon thirty (30) days' notice.

8. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Waste Management.

9. Choice of Law and Venue. This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under the Agreement shall be in Sheboygan Circuit Court, Sheboygan County, Wisconsin or the applicable federal court.

10. Document Retention. Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Waste Management acknowledges that it is obligated to assist the City in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for a period of seven (7) years after receipt of final payment under the Agreement unless they are destroyed earlier pursuant to Waste Management's document retention policies. In the event records are destroyed prior to seven (7) years after receipt of final payment under the Agreement, Waste Management shall indemnify, defend, and hold the City harmless from any claim, demand, settlement, judgment, or other expense related to the destruction of the record, even if the record is destroyed pursuant to Waste Management's document retention policy.

11. Insurance.

- a. **General Liability Insurance.** Waste Management shall maintain during the life of this Agreement such general liability insurance as shall protect Waste Management from claims for damages resulting from: (1) bodily injury, including wrongful death, and (2) property damage. This insurance shall cover damage that arises from operations under the Agreement, whether such operations are by Waste Management or any subcontractor of anyone directly or indirectly employed by either of them. The minimum acceptable limit of coverage to be provided by such general liability insurance shall be: \$2,000,000 per occurrence for Bodily Injury and \$2,000,000 per occurrence for Property Damage.
- b. **Automobile Liability Insurance.** Waste Management shall maintain during the life of this Agreement such comprehensive automobile liability insurance as shall protect Waste Management against claims for damage resulting from: (1) bodily injury, including wrongful death; and (2) property damage. This insurance shall cover damage that arises from the operations of any owned, hired, or non-owned automobiles used by or for Waste Management in any capacity in connection with the fulfillment of the Agreement. The minimum acceptable limit of coverage to be provided by such comprehensive automobile liability insurance shall be a Combined Single Limit of \$2,000,000 per accident.
- c. **Worker's Compensation and Employer's Liability.**
 - i. Waste Management shall maintain during the life of this Agreement such worker's compensation insurance as shall protect Waste Management under the State of Wisconsin's workman's compensation laws. This policy shall provide the statutorily required coverage.
 - ii. Waste Management shall maintain during the life of this Agreement such insurance as shall protect Waste Management against claims for injury, disease, or death of its employees which, for any reason, may not fall within the provisions of a workmen's compensation claim. This policy shall include an "all states" endorsement, and shall have a minimum acceptable limit of coverage of \$2,000,000.
- d. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
- e. The insurance limits set forth in this Section are a minimum. It shall be the responsibility of Waste Management to maintain adequate insurance coverage at all times. Failure of Waste Management to maintain adequate coverage shall not relieve it of any contractual responsibility or obligation.
- f. Each insurance policy required by this Agreement shall provide that at least ten (10) days advanced written notice to the City will be provided before any policy is changed or canceled.
- g. In the event that the City consents to a subcontractor providing services under this Agreement, the subcontractor shall also maintain insurance in the amounts set forth in this Section.

12. Non-Discrimination. Subject to Wis. Stat. § 111.31 to Wis. Stat. § 111.36, Waste Management shall not engage in any act of discrimination as specified in Wis. Stat. § 111.322 against any individual. Waste Management shall not discriminate against any person seeking employment, or in their employment or separation therefrom on the basis of sex, race, color, religion, national origin, age, handicap, marital status, ancestry, arrest record, conviction record, veteran status, or the use or non-use of lawful products off of

Waste Management's premises during non-working hours. This provision shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Furthermore, Waste Management agrees, upon request, to give an affidavit that Waste Management has not and will not engage in any act of employment discrimination during the term of this Agreement.

13. **No Collusion.** Waste Management certifies that the prices in its quote were arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition as to any other matter relating to such prices with any other competitor. No attempt was made to induce any other person, partnership, or corporation to submit or not to submit a quote to the City for these Services for the purpose of restricting competition.
14. **Conflict of Interest.** Waste Management declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Waste Management agrees that no person having any such interest shall be employed in the performance of this Agreement.
15. **Assignment.** Neither the City nor Waste Management shall assign any rights or duties under this Agreement without the prior written consent of the other party.
16. **Identity of Waste Management.** Waste Management acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Waste Management. Waste Management thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Waste Management. Waste Management shall not subcontract any part of the Services without the prior written permission of the City. The City's Director of Public Works shall have the ability to provide this written permission. The City reserves the right to reject any of Waste Management's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.
17. **Independent Contractor.** During the entire term of this Agreement, Waste Management shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Waste Management shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.
18. **Indemnification.** Waste Management shall indemnify, defend, and hold harmless the City of Sheboygan, its employees, officers, and agents from and against all claims, damages, losses, and expenses, including attorney fees arising from deaths or accidents or destruction of tangible property including the loss of use resulting therefrom, resulting to employees of Waste Management, or its subcontractors, in the work contemplated and done under the contract, and to indemnify and hold harmless the City of Sheboygan, and its employees, officers, and agents, from and against all claims, damages, losses, and expenses, including attorney's fees, decrees, or judgments whatsoever, but only to the extent the claim, damage, loss, or expense arises from a negligent act, omission, failure, or neglect of Waste Management, its subcontractors, or agents, servants, and employees, or other persons under its supervision of direction in the performance of any work under the terms of this contract.

19. Notice: Any notice required by this Agreement shall be made in writing to the individuals / addresses specified below:

City:

Waste Management:

City Clerk	Paul Copeland
City of Sheboygan	Waste Management of Wisconsin, Inc.
828 Center Ave.	W132 N10487 Grant Drive
Sheboygan, Wisconsin 53083	Germantown, Wisconsin 53022

Nothing contained in this Section shall be construed to restrict the transmission of routine communications between representatives of the City and Waste Management.

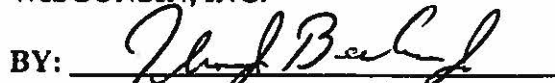
20. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.
21. Intent to be Bound. The City and Waste Management each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.
22. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.
23. Integration and Modification. This Agreement represents the entire and integrated agreement between the City and Waste Management. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified only by a written amendment signed by both parties hereto.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

WASTE MANAGEMENT OF
WISCONSIN, INC.

BY: 
Michael J. Vandersteen, Mayor

BY: 
Thomas Beaulieu, President

ATTEST: 
Meredith DeBruin, City Clerk

DATE: 1-24-2020

DATE: 2/04/2020

III

Res. No. _____ - 19 - 20. By Alderpersons Donohue and Bohren. January 6, 2020.

A RESOLUTION authorizing the acceptance of \$120,000 in funds from Festival Foods towards the 2020, 2021, and 2022 City Independence Day celebrations.

WHEREAS, Festival Foods has assisted in sponsoring the city's annual fireworks show on July 4 for the past nine years; and

WHEREAS, Festival Foods has agreed to a three-year sponsorship contribution to coordinate and fund a \$40,000 fireworks show as part of these festivities as follows:

- 2020: \$40,000;
- 2021: \$40,000;
- 2022: \$40,000; and

WHEREAS, Visit Sheboygan, which has contracted with the City to coordinate the event, will include the Festival Foods logo on all marketing and promotional materials for the event.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are authorized to accept the funds from Festival Foods for the 2020, 2021, and 2022 City Independence Day celebrations.

BE IT FURTHER RESOLVED: That on behalf of the City of Sheboygan, the Common Council applauds the continued commitment of Festival Foods towards the City's Independence Day celebrations.

Finance + Personnel

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



December 19, 2019

Ms. Nina Winistorfer
Community Involvement Specialist
Festival Foods
1724 Lawrence Drive
De Pere, WI 54115

Dear Ms. Winistorfer

Thank you for your interest in sponsoring the City of Sheboygan 4th of July Freedom Fest event. We are grateful that Festival Foods has agreed to continue to fund the next three years of the fireworks show.

As was approved through your application process, Festival Foods has agreed to sponsor the City's Freedom Fest fireworks display in the amount of \$40,000 for 2020, \$40,000 for 2021 and \$40,000 for 2022. As a continuation of the previous years, Festival Foods agrees to contract and pay for fireworks show provided by an outside vendor at Sheboygan's lakefront.

Visit Sheboygan, Inc., is contracted with the City of Sheboygan to manage the Freedom Fest event and will provide promotional opportunities for the event utilizing Festival Foods logo.

On behalf of the City of Sheboygan, I wish to express our sincere thanks and gratitude for Festival Foods continued commitment to the City and to the visitors and citizens who live here and enjoy this wonderful event. Your generosity is directly responsible for the continued success of this event, which is anticipated and enjoyed by an estimated 80,000 people each year.

If you are in acceptance, please sign and date in the box below and email back to me at Chad.Pelishek@sheboyganwi.gov

Sincerely,

Chad Pelishek
Planning & Development Director

FESTIVAL FOODS AGREEMENT:

Title: Community Involvement Specialist

Date Signed: 1/2/2020

III

Res. No. _____ - 19 - 20. By Alderpersons Sorenson and Mitchell.
January 6, 2020.

A RESOLUTION authorizing the chief of police to enter into a Mutual Assistance Agreement between the Sheboygan County Sheriff's Office and the Sheboygan Police Department regarding law enforcement services during the 2020 PGA Ryder Cup golf tournament.

RESOLVED: That the Chief of Police is hereby authorized to enter into the Sheboygan County Sheriff's Office Mutual Assistance Agreement, a copy of which is attached hereto.

RHS

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

SHEBOYGAN COUNTY SHERIFF'S OFFICE
MUTUAL ASSISTANCE AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2020, by and between the **SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT**, (hereinafter "**LAW ENFORCEMENT AGENCY**"), and the **CITY OF SHEBOYGAN POLICE DEPARTMENT** (hereinafter the "**POLICE DEPARTMENT**").

WHEREAS, the 2020 PGA Ryder Cup golf tournament (hereinafter the "**EVENT**") will be held in the County of Sheboygan, Wisconsin, at the Whistling Straits golf course from September 22, 2020, through September 27, 2020, and

WHEREAS, the **LAW ENFORCEMENT AGENCY** requests the assistance of the law enforcement personnel of the **POLICE DEPARTMENT** to provide law enforcement services to the **LAW ENFORCEMENT AGENCY** during the **EVENT**, and

WHEREAS, the **POLICE DEPARTMENT** desires to provide assistance to the **LAW ENFORCEMENT AGENCY** at the **EVENT** as requested;

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties agree as follows:

1. **SCOPE OF SERVICES**. The **POLICE DEPARTMENT** agrees to provide law enforcement assistance to the **LAW ENFORCEMENT AGENCY** at the **EVENT** under the following terms:

A. **POLICE DEPARTMENT** shall provide police officers as needed from September 22 thru September 25, 2020 for the **EVENT** all as assigned by the **LAW ENFORCEMENT AGENCY**.

B. The scope of the work shall be in the nature of general law enforcement services such as, by way of illustration, spectator and player safety, crowd control, traffic and parking assistance, and communications assistance. No work shall be assigned which would require **POLICE DEPARTMENT** to be licensed as a private detective or private security person.

C. The **POLICE DEPARTMENT** personnel may make arrests or engage in activities to maintain public order and peace in any manner that is consistent with **LAW ENFORCEMENT AGENCY's** duties and policies for sworn on-duty law enforcement officers.

2. **NATURE OF AGREEMENT**.

A. This Agreement is a mutual assistance agreement pursuant to Wis. Stat. §§ 59.28, 66.0313, and 66.0513.

B. This Agreement is not an Agreement between the **LAW ENFORCEMENT AGENCY** and a private detective or private security person subject to regulation pursuant to Wis. Stat. § 440.26.

C. This Agreement authorizes **POLICE DEPARTMENT** law enforcement personnel to assist the **LAW ENFORCEMENT AGENCY** within Sheboygan County Wisconsin.

3. **COMPENSATION.** **POLICE DEPARTMENT** shall pay all wages and disability payments, pension and worker's compensation claims, damage to equipment and clothing, and medical expense arising from the law enforcement services provided by the **POLICE DEPARTMENT** pursuant to this agreement. Upon payment the **POLICE DEPARTMENT** shall submit reimbursement documentation to the **LAW ENFORCEMENT AGENCY** and shall be paid by the **LAW ENFORCEMENT AGENCY** within 30 days of the reimbursement submission from the **POLICE DEPARTMENT**.

4. **UNIFORMS.** **POLICE DEPARTMENT** law enforcement personnel shall wear their customary uniforms with a displayed badge and **POLICE DEPARTMENT** standard issued equipment.

5. **LIABILITY.** To the extent permitted by law, each party to this Agreement shall be liable for its own acts or omissions. Subject to Wis. Stat. §§ 895.35 and 895.46, the **LAW ENFORCEMENT AGENCY** shall indemnify, hold harmless, and defend **POLICE DEPARTMENT** against any and all liability, costs, damages, expenses, claims, or actions, including reasonable attorneys' fees, which **POLICE DEPARTMENT** may hereinafter sustain, incur, or be required to pay arising out of or by reason of any act or omission of **POLICE DEPARTMENT** or its personnel in the execution, performance, or failure to adequately perform under this Agreement.

6. **EMERGENCY REASSIGNMENT.** Notwithstanding the agreed staffing levels as set forth in Paragraph 1.A., in the event the Sheboygan Police Department encounters an emergency situation which would require reassignment of officers away from the **EVENT**, the Police Chief, in his sole discretion, may do so provided he gives the **LAW ENFORCEMENT AGENCY** as much notice of the reassignment as the notice of the emergency would allow.

7. **SOVEREIGN IMMUNITY.** By entering into this Agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all governmental immunities, defenses, and statutory limitations available to it as a sovereign or governmental entity pursuant to state law, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

8. **SEVERABILITY.** If any portion of this Agreement is found to be illegal, that portion of the Agreement shall be severed and the remainder of the Agreement shall remain in full force and effect.

9. **AMENDMENT.** This Agreement may be amended in writing by Agreement of both parties.

**SHEBOYGAN COUNTY SHERIFF'S
DEPARTMENT**

**CITY OF SHEBOYGAN POLICE
DEPARTMENT**

By: _____
Cory Roeseler
Sheriff

By: _____
Christopher Domagalski
Police Chief

Dated: _____

Dated: _____

(Signature page of Mutual Assistance Agreement between Sheboygan County Sheriff's Department and the City of Sheboygan Police Department)

R:\CLIENT\08299\00021\00143606.DOCX

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

A RESOLUTION authorizing accepting a permanent limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Permanent Limited Easement, once properly executed, for the City to reconstruct a portion of Maryland Avenue and South Commerce Street at the following location:

Rockline Industries, Inc., 1113 Maryland Ave, Sheboygan, WI
(Northwest corner - South Commerce Street and Maryland Avenue)

Public Works

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

PERMANENT LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1552 04/2016 (replaces lpa1552 08/2011) Ch. 84 Wis. Stats.

THIS EASEMENT, made by **ROCKLINE INDUSTRIES, INC.**, a Wisconsin corporation, GRANTOR, conveys a permanent limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for the purpose of the improvement of the **Northwest corner of the Maryland Avenue and South Commerce Street intersection**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281504020

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
)
) ss.
)
) County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: CITY OF SHEBOYGAN

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

**Permanent Limited Easement
Legal Description
for part of Parcel 59281504020**

A part of Lot 12 of Block 215 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Southeast corner of said Lot 12, thence Westerly along the South line of said Lot 12, a distance of 15.66 feet; thence Northeasterly, a distance of 17.15 feet to a point on the East line of said Lot 12 which is 11.95 feet Northwesterly of the Southeast corner of said Lot 12; thence Southeasterly along said East line, a distance of 11.95 feet to the Southeast corner of said Lot 12 and the Point of Beginning for this description.

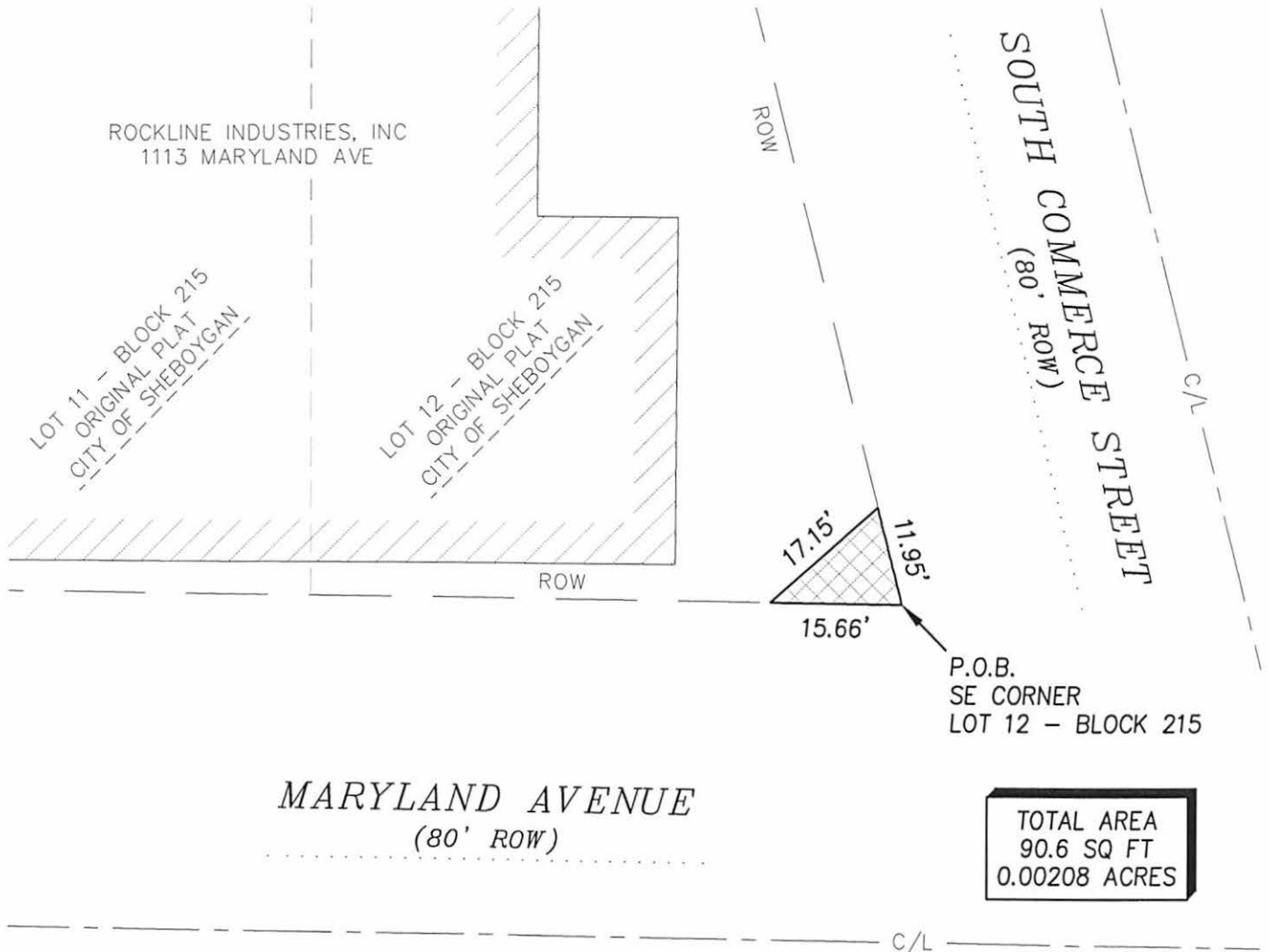
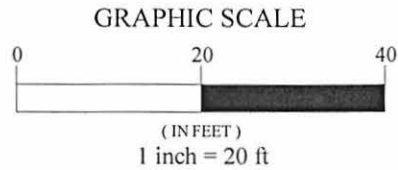
The lands described above contain 0.00208 acres (90.6 square feet) of land, more or less.

End of description.

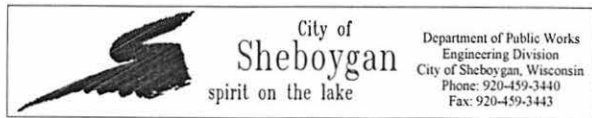
EXHIBIT "B"

PERMANENT LIMITED EASEMENT

PART OF LOT 12 OF BLOCK 215
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

PARENT PARCEL ID:
 PART OF 59281504020

SHEET 4 OF 4 SHEETS

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of South 11th Street and Illinois Avenue at the following location:

Sheboygan Paper Box Co, 1137 Illinois Ave, Sheboygan, WI

Public Works

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **SHEBOYGAN PAPER BOX CO.**, a Wisconsin corporation, **GRANTOR**, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, **GRANTEE**, for the sum of **One dollars (\$1.00)** and other valuable consideration for the purpose of the improvement of **South 11th Street and Illinois Avenue**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281506060

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature _____ Date _____

Print Name and Title _____

Signature _____ Date _____

Print Name and Title _____

Signature _____ Date _____

Print Name and Title _____

Signature _____ Date _____

Print Name and Title _____

Date _____

State of Wisconsin)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin _____

Print or Type Name, Notary Public, State of Wisconsin _____

Date Commission Expires _____

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: CITY OF SHEBOYGAN

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcel 59281506060

A part of Lot 1 of Block 245 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at Northeast corner of said Lot 1, thence Southerly along the East line of said Lot 1, a distance of 26.98 feet;
thence Westerly along a line parallel with the North line of said Lot 1, a distance of 33.58 feet;
thence Northerly along a line parallel with said East line, a distance of 18.43 feet;
thence Westerly along a line parallel with said North line, a distance of 22.33 feet;
thence Northerly along a line parallel with said East line, a distance of 8.55 feet to said North line;
thence Easterly along said North line, a distance of 55.92 feet to said Northeast corner of Lot 1 and the Point of Beginning for this description.

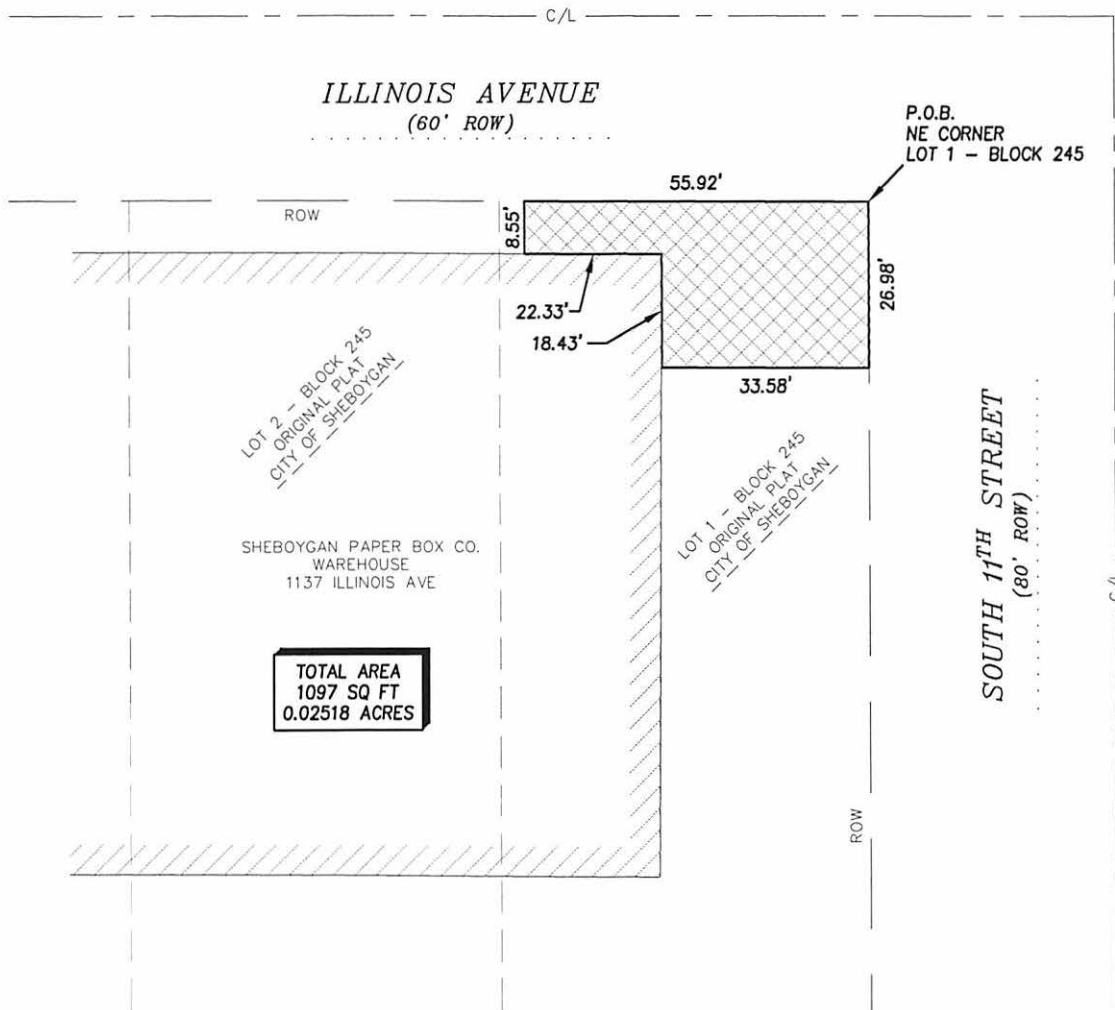
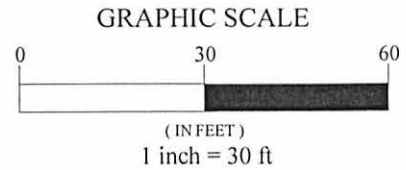
The lands described above contain 0.02518 acres (1,097 square feet) of land, more or less.

End of description.

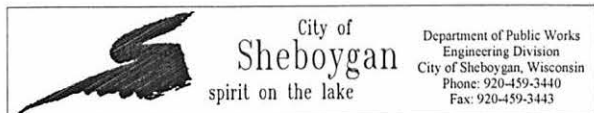
EXHIBIT "B"

TEMPORARY LIMITED EASEMENT

PART OF LOT 1 OF BLOCK 245
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/28/19



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

PARENT PARCEL ID:
 PART OF 59281506060

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of Illinois Avenue and South 11th Street at the following location:

Waveland Holdings, LLC, 1009 South 11th Street, Sheboygan, WI
(Warehouse location)

Public Works

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
Ipa1577 04/2016 (replaces Ipa1577 10/2011)

THIS EASEMENT, made by **WAVELAND HOLDINGS, LLC**, a Wisconsin limited liability company, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollars (\$1.00)** and other valuable consideration for the purpose of the improvement of **Illinois Avenue and South 11th Street**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281505960

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
)
) ss.
)
) County)

On the above date, this Instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcel 59281505960

A part of Lots 3, 4, 5, and 6 of Block 244 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Beginning at the Northwest corner of said Lot 6, thence Easterly along the North line of said Lots 3, 4, 5, and 6, a distance of 239.96 feet to the Northeast corner of said Lot 3;
thence Southerly along the East line of said Lot 3, a distance of 21.00 feet;
thence Westerly along a line parallel with said North line, a distance of 239.92 feet to the West line of said Lot 6;
thence Northerly along said West line, a distance of 21.00 feet to said Northwest corner and the Point of Beginning for this description.

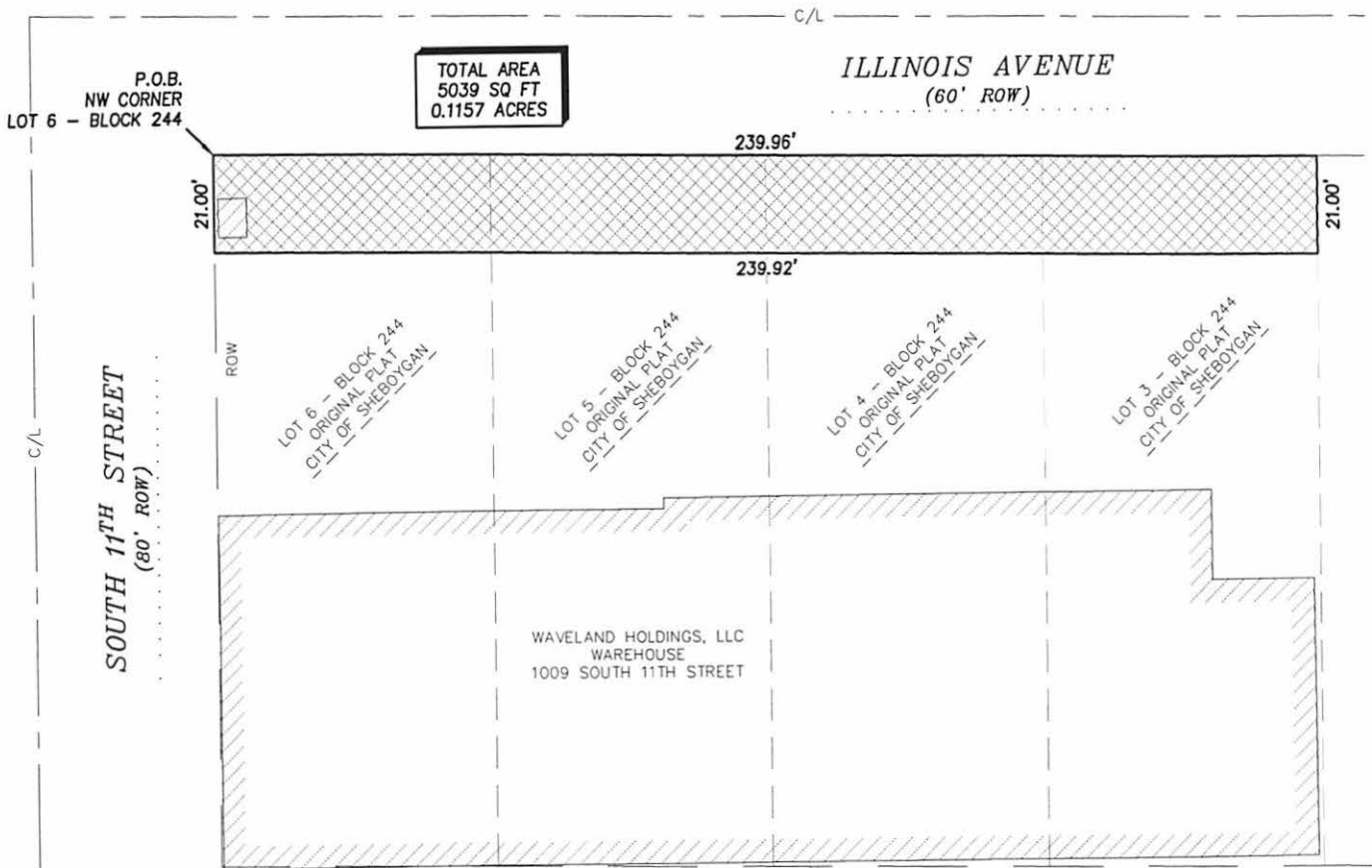
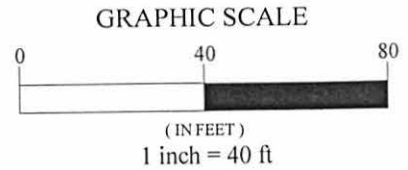
The lands described above contain 0.1157 acres (5,039 square feet) of land, more or less.

End of description.

EXHIBIT "B"

TEMPORARY LIMITED EASEMENT

PART OF LOTS 3, 4, 5, AND 6 OF BLOCK 244
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

PARENT PARCEL ID:
 PART OF 59281505960

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19

City of
Sheboygan
 spirit on the lake

Department of Public Works
 Engineering Division
 City of Sheboygan, Wisconsin
 Phone: 920-459-3440
 Fax: 920-459-3443

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of Maryland Avenue and South Commerce Street at the following location:

Rockline Industries, Inc., 1113 Maryland Ave, Sheboygan, WI
(Northwest corner - South Commerce Street and Maryland Avenue)

Public Works

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **ROCKLINE INDUSTRIES, INC.**, a Wisconsin corporation, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for the purpose of the improvement of **Maryland Avenue and South Commerce Street**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281504020

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
) ss.
 County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: CITY OF SHEBOYGAN

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcel 59281504020

A part of Lot 12 of Block 215 of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Southeast corner of said Lot 12, thence Westerly along the South line of said Lot 12, a distance of 15.66 feet to the Point of Beginning;
thence continuing Westerly along said South line, a distance of 11.51 feet;
thence Northerly along a line perpendicular to said South line, a distance of 20.00 feet;
thence Northeasterly along a line perpendicular to the East line of said Lot 12, a distance of 21.27 feet to said East line;
thence Southeasterly along said East line, a distance of 14.24 feet to a point 11.95 feet Northwesterly of the Southeast corner of said Lot 12;
thence Southwesterly, a distance of 17.15 feet to a point 15.66 feet Westerly of the Southeast corner of said Lot 12 and the Point of Beginning for this description.

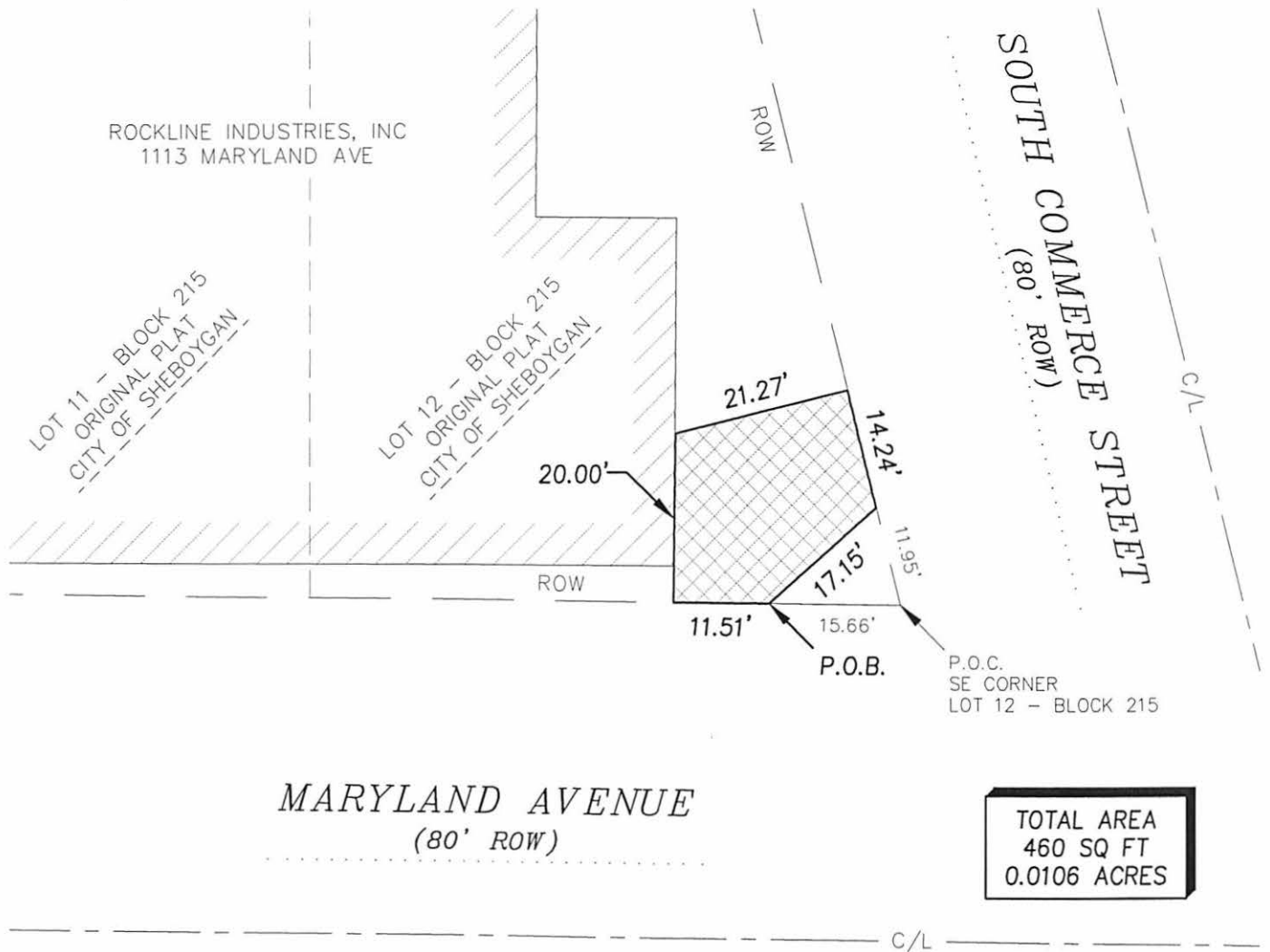
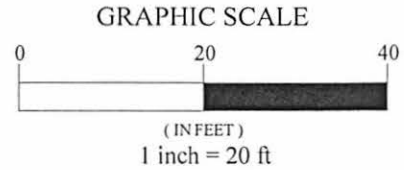
The lands described above contain 0.0106 acres (460 square feet) of land, more or less.

End of description.

EXHIBIT "B"

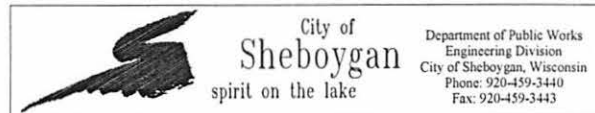
TEMPORARY LIMITED EASEMENT

PART OF LOT 12 OF BLOCK 215
 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN
 LOCATED IN PART OF GOVERNMENT LOT 2 IN
 SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



TOTAL AREA 460 SQ FT 0.0106 ACRES

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19



EASEMENT CREATED FOR:
 RYAN SAZAMA, CITY ENGINEER
 CITY OF SHEBOYGAN
 DEPARTMENT OF PUBLIC WORKS
 2026 NEW JERSEY AVENUE
 SHEBOYGAN, WI 53081

PARENT PARCEL ID:
 PART OF 59281504020

SHEET 4 OF 4 SHEETS

III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson. January 6, 2020.

A RESOLUTION authorizing accepting a temporary limited easement.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to accept the attached Temporary Limited Easement, once properly executed, for the City to reconstruct a portion of South 11th Street, Illinois Avenue, and Maryland Avenue at the following location:

Rockline Industries, Inc., 1113 Maryland Ave, Sheboygan, WI
(South 11th Street (Illinois to Maryland) building location)

Public Works

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by **ROCKLINE INDUSTRIES, INC., a/k/a Rockline, Inc. and Rockline Industries**, a Wisconsin corporation, GRANTOR, conveys a temporary limited easement as described below to the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTEE, for the sum of **One dollar (\$1.00)** and other valuable consideration for the purpose of the improvement of **South 11th Street, Illinois Avenue, and Maryland Avenue**, in the City of Sheboygan, Sheboygan County, Wisconsin.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s. 32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the construction project for which this instrument is given.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
Part of 59281505610 &
Part of 59281504020

LEGAL DESCRIPTION AND MAP ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE EXHIBITS "A" AND "B".

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
)
) ss.
County)

On the above date, this instrument was acknowledged before me by the named person(s).

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Accepted By: CITY OF SHEBOYGAN

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2019, the above named Michael Vandersteen, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

Exhibit "A"

Temporary Limited Easement Legal Description for part of Parcels 59281505610 and 59281504020

A part of Lots 1 and 12 of Block 229, part of the vacated 18 foot wide alley in Block 229, part of the vacated North 20 feet of Illinois Avenue adjacent to Block 229, and part of the vacated Maryland Avenue adjacent to Blocks 229 and 216, all being part of the Original Plat of the City of Sheboygan, recorded in Volume 1 of Plats on Page 1 as document ORIGPLAT, located in part of Government Lot 2 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

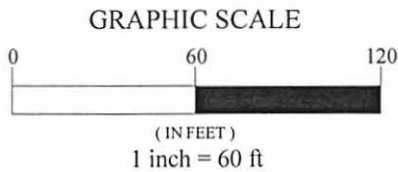
Beginning at the Southeast corner of said Lot 12 of Block 229, thence Southerly along the Southerly extension of the East line of said Lot 12 of Block 229, a distance of 20.00 feet to the South line of said vacated North 20 feet of Illinois Avenue;
thence Westerly along said South line, a distance of 7.00 feet;
thence Northerly along a line parallel with said Southerly extension, a distance of 20.00 feet to the South line of said Lot 12 of Block 229;
thence Northerly along a line parallel with said East line of Lot 12 of Block 229, a distance of 151.78 feet to the South line of said vacated alley;
thence Northerly, across said vacated alley, along a line parallel with the Northerly extension of said East line of Lot 12 of Block 229, a distance of 18.00 feet to a point on the North line of said vacated alley which is 7.00' West of the Southeast corner of said Lot 1 of Block 229;
thence Northerly along a line parallel with the East line of said Lot 1 of Block 229, a distance of 151.78 feet to the North line of said Lot 1 of Block 229;
thence Northerly, across said vacated Maryland Avenue, along a line parallel with the Northerly extension of said East line of Lot 1 of Block 229, a distance of 80.00 feet to a point on the South line of Lot 12 of Block 216 which is 7.00 feet West of the Southeast corner of said Lot 12 of Block 216;
thence Easterly along said South line of Lot 12 of Block 216, a distance of 7.00 feet to said Southeast corner of Lot 12 of Block 216;
thence Southerly, across said vacated Maryland Avenue, along the Northerly extension of said East line of Lot 1 of Block 229, a distance of 80.00 feet to the Northeast corner of said Lot 1 of Block 229;
thence Southerly along said East line of Lot 1 of Block 229, a distance of 151.75 feet to the Southeast corner of said Lot 1 of Block 229;
thence Southerly, across said vacated alley, along the Northerly extension of said East line of Lot 12 of Block 229, a distance of 18.00 feet to the Northeast corner of said Lot 12 of Block 229;
thence Southerly along the East line of said Lot 12 of Block 229, a distance of 151.75 feet to the Southeast corner of said Lot 12 of Block 229 and the Point of Beginning for this description.

The above described lands contain 0.06774 acres (2,951 square feet) of land, more or less.

End of description.

EXHIBIT "B" TEMPORARY LIMITED EASEMENT

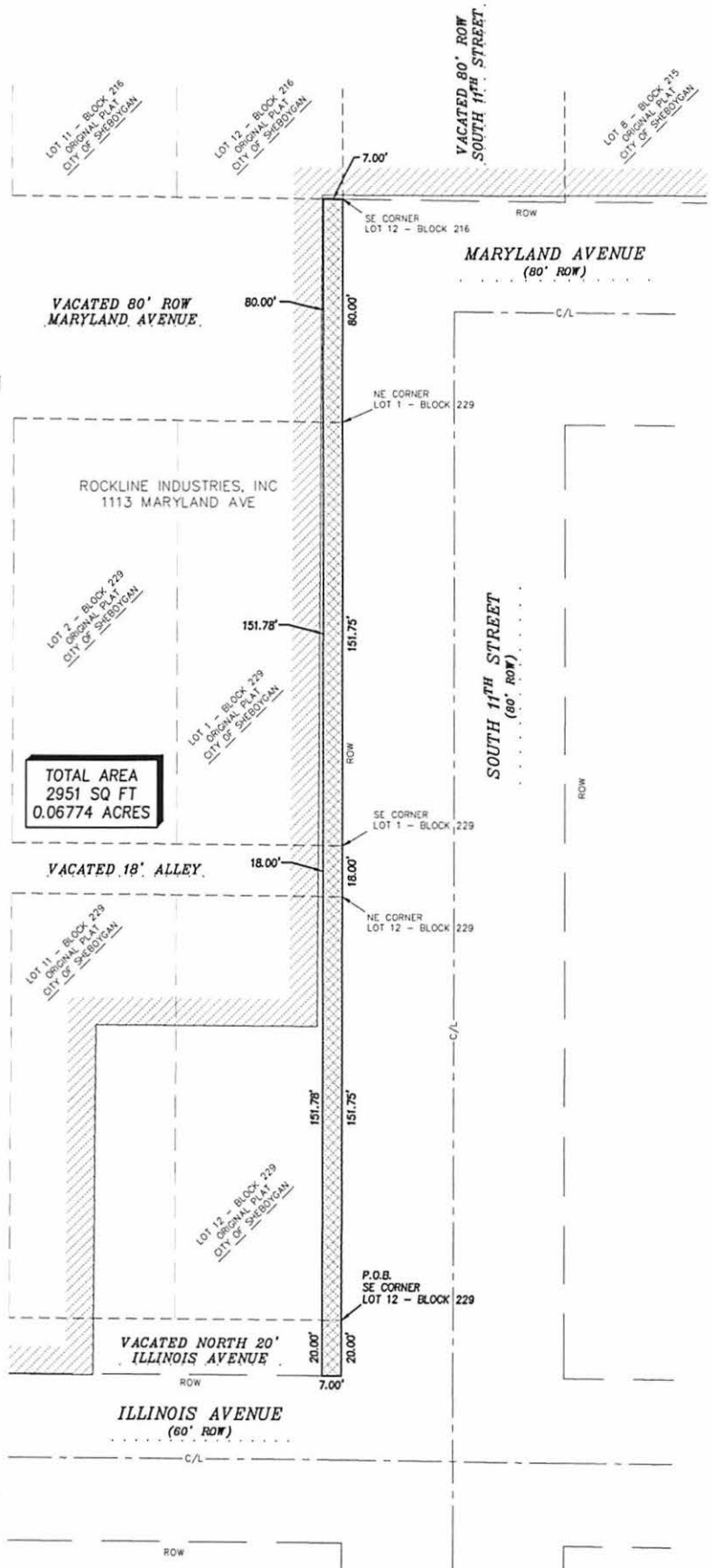
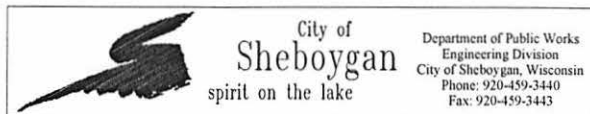
PART OF LOTS 1 AND 12 OF BLOCK 229,
PART OF THE VACATED 18 FOOT ALLEY IN BLOCK 229,
PART OF THE VACATED NORTH 20 FEET OF ILLINOIS
AVENUE ADJACENT TO BLOCK 229, PART OF THE
VACATED MARYLAND AVENUE ADJACENT TO BLOCKS
229 AND 216, ALL PART OF THE ORIGINAL PLAT OF THE
CITY OF SHEBOYGAN LOCATED IN PART OF
GOVERNMENT LOT 2 IN SECTION 26,
TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



EASEMENT CREATED FOR:
RYAN SAZAMA, CITY ENGINEER
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281505610
PART OF 59281504020

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/31/19



III

Res. No. _____ - 19 - 20. By Alderpersons Wolf and Sorenson.
January 6, 2020.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the City of Sheboygan formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2020 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the City of Sheboygan.

Public
works

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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2020, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR**," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE**."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988	S 1/2 OF S.W. S.W., Sec. 10	59281-470988/470989/ <u>472509 & 472510</u> Parcel Ident. No.
59281470989	S 1/2 of S.E. S.W., Sec. 10	
59281472509	W 1/2 of N.W. S.E., Sec. 10	
59281472510	N 1/2 of W 1/2 of S.W. S.E., Sec. 10	

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2020 through December 31, 2020.

3. That the total rental rate for this parcel of land for 2020 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2020.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by **LESSOR**. **LESSOR** may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2020.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2020.

CITY OF SHEBOYGAN (LESSOR)

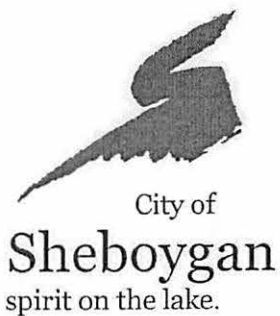
BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2020.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
_____-19-20.



April 6, 2020

Mr. David L. Gartman
5509 Moenning Road
Sheboygan, WI 53081

Re: Lease of the Former Poth Property

Dear Mr. Gartman:

Enclosed please find a fully executed original Lease Agreement for lease of the approximately 30 acres of agricultural land on the former Poth property for 2020.

Should you have any questions, please feel free to contact me.

Sincerely,

Charles C. Adams
Charles C. Adams (kah)
CITY ATTORNEY

CCA/kah
Enclosure

cc: Marty Halverson (w/enc.-copy) via email
Meredith DeBruin (w/enc.-copy) via email
(authorized by Res. No. 148-19-20)

CITY ATTORNEY'S OFFICE

CITY HALL
828 CENTER AVENUE
SUITE 210
SHEBOYGAN, WI 53081

920/459-3917
FAX 920/459-3919

www.sheboyganwi.gov

LEASE AGREEMENT

THIS AGREEMENT, made this 10 day of February, 2020, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "LESSOR," and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "LESSEE."

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the LESSOR does hereby lease and let unto the LESSEE approximately 30 acres of tillable land located within certain agricultural property described as follows:

59281470988 S 1/2 OF S.W. S.W., Sec. 10

59281470989 S 1/2 of S.E. S.W., Sec. 10

59281472509 W 1/2 of N.W. S.E., Sec. 10

59281472510 N 1/2 of W 1/2 of S.W. S.E., Sec. 10

59281-470988/470989/
472509 & 472510
Parcel Ident. No.

All in T.14N., R.23E., City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2020 through December 31, 2020.

3. That the total rental rate for this parcel of land for 2020 shall be at the rate of seventy (\$70.00) dollars per acre, for a total of two thousand one hundred (\$2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2020.

4. That the LESSEE shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the LESSEE agrees that the LESSOR may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the LESSEE shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The LESSEE hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The LESSEE agrees to make no improvements of any kind whatsoever in or on the land.

9. The LESSEE hereby agrees that he will not encumber the land or crops growing thereon.

10. LESSEE shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the LESSOR'S written consent therefor.

11. LESSOR may construct, install and operate one (1) sign on said premises identifying said property.

12. The parties acknowledge that the property is being actively marketed for sale by LESSOR. LESSOR may remove from the total acreage leased any part thereof upon at least thirty (30) days written notice to LESSEE, and LESSOR shall not pay any damages for such taking of property from the LESSEE.

13. LESSOR shall be responsible for any and all taxes upon said land.

14. LESSEE shall save LESSOR harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by LESSEE, his agents, employees or any other person using said premises.

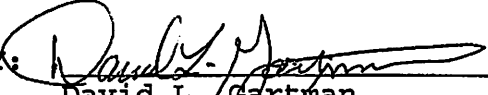
15. In the event the LESSEE shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the LESSEE'S business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the LESSOR of any default in performance by the LESSEE of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. LESSEE shall have no right or interest in the renewal of this lease agreement.

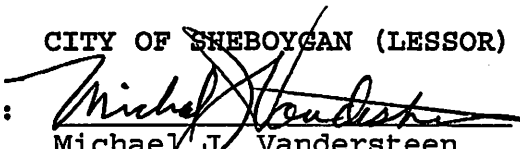
Dated this 24th day of January, 2020.


LESSEE

BY: 
David L. Gartman

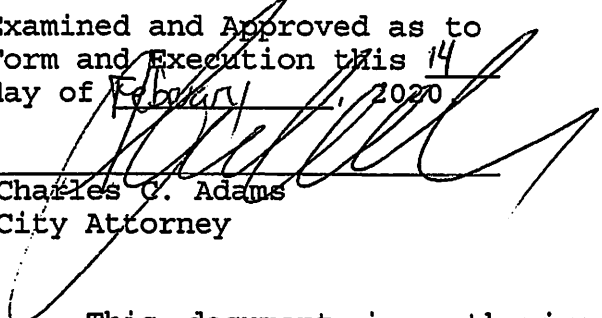
Dated this 10th day of FEBRUARY, 2020.

CITY OF SHEBOYGAN (LESSOR)

BY: 
Michael J. Vandersteen
Mayor

ATTEST: 
Meredith DeBruin
City Clerk

Examined and Approved as to
Form and Execution this 14
day of February, 2020.


Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No. 148-19-20.

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 6, 2020.

Your Committee to whom was referred Res. No. 135-19-20 by Alderpersons Sorenson and Mitchell authorizing the acceptance of monies from Acuity Insurance in the amount of \$1,000.00; recommends adopting the Resolution.

reg

_____ 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

5.3

Res. No. 135 - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 16, 2019.

A RESOLUTION authorizing the acceptance of monies from Acuity Insurance in the amount of \$1,000.00.

WHEREAS, Acuity Insurance sponsored the "Acuity Insurance Fire Department Appreciation Video Contest" in which people from around the United States were invited to submit videos telling Acuity why they are thankful to their local fire department; and

WHEREAS, the second grade classroom of Mrs. Elizabeth Raml at Jackson Elementary School in Sheboygan entered the contest in the "Age 12 and Under" Division and won First Place for their video expressing their thanks for the Sheboygan Fire Department; and

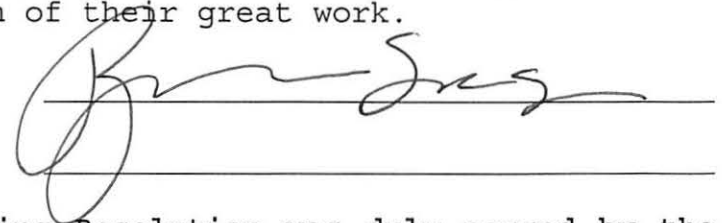
WHEREAS, as part of the prize for winning the contest, and in thanks for the work of the Sheboygan Fire Department, Acuity is donating \$1,000.00 to the Sheboygan Fire Department; and

WHEREAS, the video created by Mrs. Raml's class can be seen at <https://drive.google.com/file/d/1dba4a-0KcAuddYuxAOVFZnVfXYrxlPfi/view>.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council accepts the donation of \$1,000.00 from Acuity Insurance.

BE IT FURTHER RESOLVED: That the City of Sheboygan Common Council thanks Mrs. Raml's second grade class for their heartwarming and spot-on video showcasing the great efforts and work by our City of Sheboygan firefighters and authorizes the City Clerk to send a copy of this resolution to the class in recognition of their great work.

*RRPS
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

VIII

R. C. No. _____ - 19 - 20. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. January 6, 2020.

Your Committee to whom was referred Res. No. 136-19-20 by Alderpersons
Sorenson and Mitchell authorizing the appropriate City officials to enter
into a contract to license FireTEAM Testing from Ergometrics & Applied
Personnel Research, Inc. for pre-employment testing of applicants seeking
employment with the City of Sheboygan Fire Department; recommends adopting
the Resolution.

res

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

5.4

Res. No. 136 - 19 - 20. By Alderpersons Sorenson and Mitchell.
December 16, 2019.

A RESOLUTION authorizing the appropriate City officials to enter into a contract to license FireTEAM Testing from Ergometrics & Applied Personnel Research, Inc. for pre-employment testing of applicants seeking employment with the City of Sheboygan Fire Department.

WHEREAS, in order to ensure the City's Fire Department evaluation of a candidate for employment is done on an objective basis, the Fire Department wishes to administer the FireTEAM Test to applicants; and

WHEREAS, the FireTEAM Test - which is used throughout the United States to objectively evaluate candidates for employment with a Fire Department - was developed by Ergometrics & Applied Personnel Research, Inc. ("Ergometrics"); and

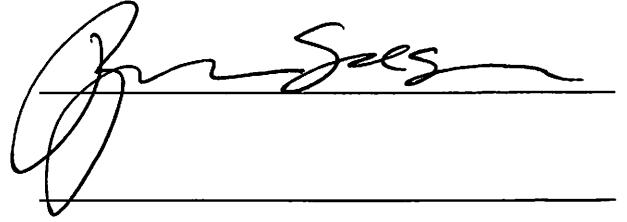
WHEREAS, in order to use the FireTEAM Test, the City must enter into a licensing agreement with Ergometrics substantially similar to that attached.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City Officials are authorized to enter into the licensing agreement with Ergometrics in substantially similar form to that attached. For the avoidance of doubt, the appropriate City Officials may enter into future licensing agreements in substantially similar form to that attached as needed to ensure that the Fire Department has a suitable list of qualified candidates.

BE IT FURTHER RESOLVED: That the Fire Department may collect the cost of the test from each applicant, plus a Five Dollar (\$5.00) fee to recover the one-time setup fee and the postage costs incurred in administering the test. Funds received shall be deposited in Account No. 10122100-521900 (Fire Department - Contracted Services), and shall be tracked against the expenses related to the FireTeam Test to ensure that the amount collected is reasonably related to the cost incurred by the City.

AKB
adopt.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds from Account No. 10122100-521900 (Fire Department - Contracted Services) pursuant to the licensing agreement as payment



A handwritten signature in black ink, appearing to read "J. Sees", is written over two horizontal lines.

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

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The Licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.
- h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

i. Both parties understand that the Licensee is a municipal entity and subject to all applicable laws regarding municipal entities, including the Wisconsin Public Records Law. Nothing in this subsection or in this Agreement shall be interpreted as prohibiting the Licensee from complying with its obligations under the Wisconsin Public Records Law (or any other applicable law). Licensee shall only disclose information it has received pursuant to this Agreement after providing notice to Licensor. The Parties note that trade secrets are protected from disclosure in response to a public records request. If Licensee, at the direction of Licensor, withholds access to information, and Licensee is subsequently ordered by a court of competent jurisdiction to provide access to that information: (1) Licensee may comply with the court order and (2) Licensor shall reimburse Licensee for any fees that are ordered to be paid as a result of that court order.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Wisconsin.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. ("Ergometrics") (Licensor). By accepting the Ergometrics test materials for use, you are agreeing to the terms of this Agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Principal Signer	Date	
Signature		
Title		
Agency Name		
Physical Address		
City	State	Zip
Telephone	EMail	

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Authorized Contact
Title
Telephone
EMail

Authorized Contact
Title
Telephone
Email



Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St. SW, Suite 300
Lynnwood, WA 98087
FAX: 425-741-3355
Or email to your current
Client Services Representative

*Failure to return the signed licensing agreement,
will delay the processing of your order.*

For Office use only:

Product:	_____
License Type:	_____
Highrise:	_____
Exam HQ:	_____
Notes:	



Sheboygan Fire Department
Licensing Agreement
Attachment A

Pricing

Per Applicant License:
FireTEAM Testing One Time Setup Fee \$150
30 Applicants @ \$30 each \$900
(\$150 minimum order)
**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
01/07/2020	02/07/2020

All testing materials must be returned by the due date listed above. Materials **MUST** be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. If overdue materials are not returned after 8 weeks past due, the test materials will be considered lost and are subject to a \$500 lost fee. Any lost test materials must have the incident documented on company letter head and will be subject to lost fees.

VIII

R. C. No. _____ - 19 - 20. By PUBLIC WORKS COMMITTEE. January 6, 2020.

Your Committee to whom was referred Res. No. 137-19-20 by Alderpersons Wolf and Sorenson authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin; recommends adopting the Resolution.

me8

_____ 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

5.5

Res. No. 137 - 19 - 20. By Alderpersons Wolf and Sorenson.
December 16, 2019.

A RESOLUTION authorizing a Relocation Order in the City of Sheboygan, Sheboygan County, Wisconsin.

WHEREAS, the City of Sheboygan has determined a need to improve vehicular transportation facilities along Union Avenue from 500 feet east of Georgia Avenue to 1500 feet west of Taylor Drive in the City of Sheboygan; and

WHEREAS, the City has developed a transportation design in the affected area, including approaches to driveways that will likely be heavily traversed and require city infrastructure to control traffic in the area and, in so doing, determined the need to acquire additional right-of-way from a parcel located immediately adjacent to the City of Sheboygan within the Town of Sheboygan; and

WHEREAS, the map attached and incorporated as Exhibit A shows the location of right-of-way and the land and interests required in order to complete the required transportation design; and

WHEREAS, the document attached and incorporated as Exhibit B includes the legal description of the right-of-way depicted on Exhibit A.

NOW, THEREFORE, BE IT RESOLVED:

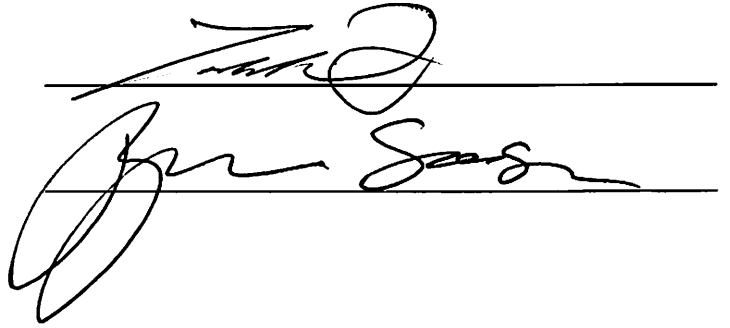
1. That this Resolution is a Relocation Order, in accordance with Wis. Stats. § 32.05(1), relating to the acquisition of right-of way for public transportation purposes.

2. That it is necessary, in accordance with Wis. Stats. § 32.07(2), for the City of Sheboygan to acquire fee title to the real estate depicted on Exhibit A and described on Exhibit B.

3. That the City of Sheboygan will acquire, by condemnation, in accordance with Chapter 32, Wisconsin Statutes, if necessary, such interest in the said real estate from the record owners as identified on Exhibit A and from any and all other persons or entities who may have an interest in said real estate.

Public
works
adopt.

4. That all City officials, employees, and agents are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.



The image shows two handwritten signatures, each written over a horizontal line. The top signature is more stylized and cursive, while the bottom signature is more legible and appears to read 'John S. Sauer'.

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____.

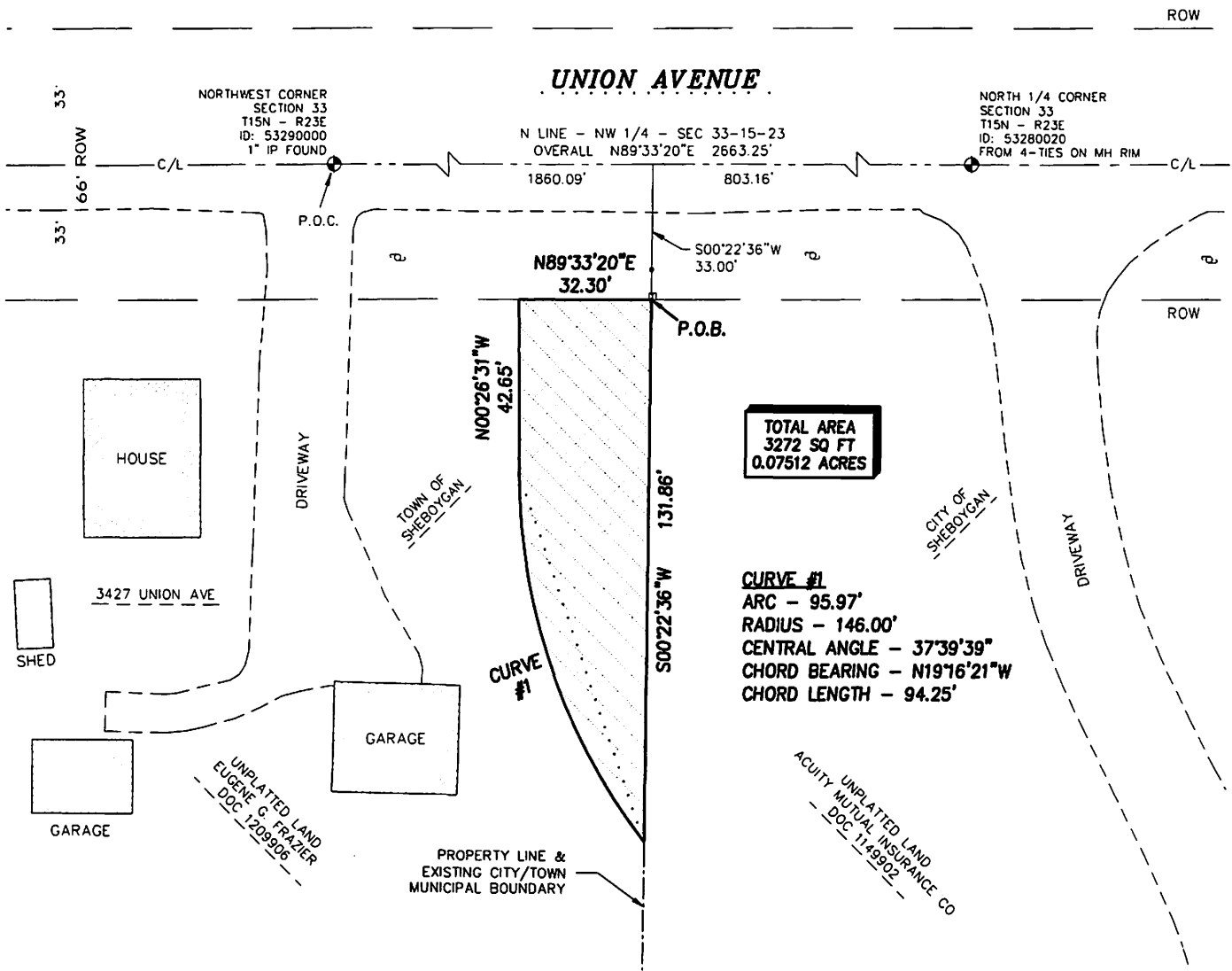
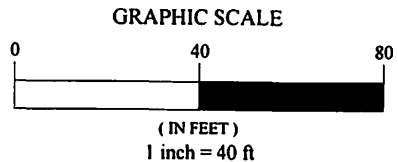
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EXHIBIT A - MAP

UNPLATTED LAND LOCATED IN THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF
SECTION 33, TOWN 15 NORTH - RANGE 23 EAST,
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO
THE NORTH LINE OF THE
NORTHWEST 1/4 OF SECTION 33-15-23
RECORDED AS N89°33'20"E (SHEBOYGAN
COUNTY COORDINATES - NAD83 (1991))



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 11/05/19

City of
Sheboygan
spirit on the lake

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

MAP CREATED FOR:
DAVID BIEBEL, DIRECTOR
CITY OF SHEBOYGAN
DEPARTMENT OF PUBLIC WORKS
2026 NEW JERSEY AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59024353310

SHEET 1 OF 2 SHEETS

EXHIBIT B - LEGAL DESCRIPTION

UNPLATTED LAND LOCATED IN THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4
SECTION 33, TOWN 15 NORTH - RANGE 23 EAST,
TOWN OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

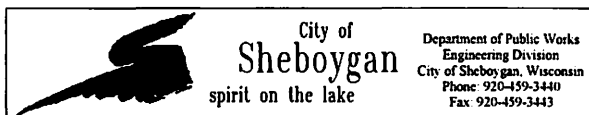
Unplatted land located in the Northeast 1/4 of the Northwest 1/4 of Section 33, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner of said Section 33, thence North $89^{\circ}33'20''$ East along the North line of said Northwest 1/4, a distance of 1860.09 feet to the Northeast corner of lands described in a quit claim deed recorded in Volume 1153 of Records on Page 455 as document 1209906 in the Sheboygan County Register of Deeds Office;
thence South $00^{\circ}22'36''$ West along the East line of lands described in said document 1209906, a distance of 33.00 feet to the South right of way line of Union Avenue and the Point of Beginning;
thence continuing South $00^{\circ}22'36''$ West along said East line, a distance of 131.86 feet;
thence Northwesterly 95.97 feet along the arc of a curve to the right having a radius of 146.00 feet and a chord which bears North $19^{\circ}16'21''$ West, a distance of 94.25 feet, to a Point of Tangency;
thence North $00^{\circ}26'31''$ West a distance of 42.65 feet to said South right of way line;
thence North $89^{\circ}33'20''$ East along said South right of way line, a distance of 32.30 feet to said East line and the Point of Beginning for this description.

The above described lands contain 0.07512 acres (3,272 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 11/05/19



SHEET 2 OF 2 SHEETS

~~A~~

Gen. Ord. No. - 19 - 20 . By Alderperson Donohue. January 6, 2020.

AN ORDINANCE granting Schroeder & Holt Architects LLC, its successors and assigns, the privilege of encroaching upon described portions of Niagara Avenue on the property located at 832 N. 8th Street in the City of Sheboygan for the purpose of constructing a balcony.

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

Section 1. Subject to the terms and conditions contained herein, Schroeder & Holt Architects LLC, its successors and assigns, is hereby granted the privilege of encroaching upon Niagara Avenue on the property located at 832 N. 8th Street, City of Sheboygan, as follows:

Being a part of the Southeast Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Center of said Section 23; Thence North 00°44'25" East along the East Quarter line of the Northwest Quarter of said section 23, 68.41 feet; thence North 89°15'33" West, 920.86 feet to the Northeast corner of Lot 1 of Block 127 of the Original Plat of the City of Sheboygan and the intersection of the West right of way line of North 8th Street and the South right of way line of Niagara Street; thence North 89°37'37" West along said North lot line, 16.75 feet to the Point of Beginning. Thence North 89°37'37" West along said North lot line, 20.25 feet; Thence North 00°51'51" East, 4.57 feet; Thence South 89°08'09" East, 20.25 feet; Thence South 00°51'51" West, 4.39 feet to the Point of Beginning. Containing 91 square feet or 0.002 acres, more or less

for the purpose of constructing a balcony, 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 Schroeder & Holt Architects 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 Schroeder & Holt Architects 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 Schroeder & Holt Architects, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan.

City
Plan

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

DuBois Building Alteration

832 N. 8th St. Sheboygan, WI



PROJECT TEAM:

OWNER:

Xxx, Inc.
Broadway Ave.
Milwaukee, WI 53202
TEL: (414) 555-5555
email www.xxx.com
ATTN: Mr. Smith

ARCHITECT:

SHA, LLC
311 E. Chicago, Suite 310
Milwaukee, WI 53202
TEL: (414) 276-1760
email steve@sha-421.com
ATTN: Mr. Steven Esser

STRUCTURAL ENGINEER:

Pierce Engineers
181 Broadway Ave.
Milwaukee, WI 53202
TEL: (414) 278-6020
email procco@pierceengineers.com
ATTN: Mr. Peter Crocco

GENERAL NOTES:

1. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VISIT THE SITE AND BECOME FAMILIAR WITH THE SITE CONDITIONS.
2. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY ALL DIMENSIONS, ELEVATIONS AND CONDITIONS PRIOR TO BEGINNING ANY WORK. NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. DO NOT SCALE DRAWINGS.
3. REFER TO THE SOILS REPORT FOR SUBSURFACE CONDITIONS, BEARING CAPACITIES, ETC. NOTIFY THE ARCHITECT, ENGINEER AND OWNER OF ANY DISCREPANCY BETWEEN THIS REPORT AND THE PLANS, SPECIFICATIONS OR SITE CONDITIONS.
4. ALL WORK AND MATERIALS SHALL CONFORM TO THE LATEST BUILDING CODES, ORDINANCES AND REGULATIONS OF THE CITY OR COUNTY WITH JURISDICTION.
5. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL PERMITS, LICENSES, INSPECTIONS AND TESTING AS REQUIRED BY THE CONTRACT DOCUMENTS OR ANY GOVERNMENT AGENCY.
6. THE GENERAL CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, UTILITIES, OTHER SERVICES AND RELATED TASKS NECESSARY FOR PROPER EXECUTION OF THE CONSTRUCTION REQUIRED BY THE CONTRACT DOCUMENTS.
7. THE GENERAL CONTRACTOR IS TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOBSITE CONDITIONS. COMPLY WITH SAFETY REGULATIONS AND RESTRICTIONS AS REQUIRED FOR WORKER AND PEDESTRIAN PROTECTION DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT. PROVIDE PROTECTION AS REQUIRED TO PREVENT ANY DAMAGE TO EXISTING CONSTRUCTION WITHIN AND ADJACENT TO THE JOBSITE. WHERE DAMAGE OCCURS, REPAIR OR REPLACE DAMAGED AREA AND/OR MATERIAL AS REQUIRED TO THE OWNER'S APPROVAL AT NO ADDITIONAL COST. THESE REQUIREMENTS SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL HOURS.
8. THE GENERAL CONTRACTOR SHALL BRING ANY REVISION OR ADDITIONAL WORK REQUIRED BY FIELD CONDITIONS OR LOCAL GOVERNING AUTHORITIES TO THE ATTENTION OF THE ARCHITECT AND OWNER BEFORE PROCEEDING.
9. THE GENERAL CONTRACTOR IS RESPONSIBLE TO VERIFY THE SIZE AND LOCATION OF ALL UTILITY LINES AND STUBS TO THE BUILDINGS, BRING ALL UTILITY LINES (WATER, SEWER, GAS, STORM DRAIN, TELEPHONE AND ELECTRICAL, ETC.) INTO THE BUILDING AS INDICATED ON THE CONSTRUCTION DOCUMENTS. BRING ANY DISCREPANCIES TO THE ATTENTION OF THE ARCHITECT, OWNER & CIVIL ENGINEER.
10. NO BUILDING OR PORTION OF A BUILDING SHALL BE OCCUPIED OR USED FOR STORAGE PRIOR TO THE ISSUANCE OF THE TEMPORARY CERTIFICATE OF OCCUPANCY. APPROVAL FOR OCCUPANCY IS ONLY GRANTED AFTER ACCEPTANCE BY GOVERNING AGENCIES.
11. THE REMOVAL OF ALL HAZARDOUS CONTAMINATING MATERIALS IS THE SOLE RESPONSIBILITY OF THE OWNER. SHOULD ANY MATERIALS BE DISCOVERED DURING ANY PHASE OF CONSTRUCTION, OR SUSPECTED TO BE HAZARDOUS, THE CONTRACTOR SHALL STOP WORK IMMEDIATELY AND NOTIFY OWNER.

PROJECT INFORMATION:

GOVERNING CODE:	MISCONSIN ADOPTED 2018 IBC 2015 IEBC
ALTERATION TYPE:	LEVEL 2
TOTAL BUILDING AREA ALTERATION:	1,460sf
BASEMENT AREA ALTERATION:	275sf
FIRST FLOOR AREA ALTERATION:	853sf
SECOND FLOOR AREA ALTERATION:	332sf
CONSTRUCTION TYPE:	VB
OCCUPANCY CLASSIFICATION:	B - NO CHANGE IN OCCUPANCY
OCCUPANCY SEPARATION:	SEPARATED USE
REQUIRED SEPARATION:	1HR. HORIZ. SEPARATION 1HR. HORIZ. SEPARATION PROVIDED
NUMBER OF STORES ALLOWED:	2
NUMBER OF STORES:	2
SPRINKLER SYSTEM:	NONE
FIRE EXTINGUISHERS:	PER IFC
ACCESSIBLE ROUTE:	NOT REQUIRED

ARCHITECTURAL

STRUCTURAL

SHEET INDEX:

1 of 1	PLAT OF SURVEY
1 of 1	ENCROACHMENT EXHIBIT
A1.1	EXISTING / DEMO 1 FLOOR PLANS
A2.1	ELEVATIONS
S0.1	GENERAL NOTES
S1.1	SECOND FLOOR FRAMING PLAN



NORTH QUARTER CORNER OF SECTION 23, T15N, R23E FOUND MAG NAIL IN ASPHALT.



LOCATION MAP
(1" = 1000' F=100)

Legal Description:

(Based on Title Commitment issued by Knight Barry Title, Inc., File #: 1074278 with a commitment date of October 18th, 2019.)

Parcel A:
The North 20 feet of the East One half (E 1/2) of Lot Two (2) and the North 20 feet of Lot One (1) in Block 127 of the original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Number: 59281107150
Property Address: 832 North 8th Street, Sheboygan, WI 53081

Notes:

- Field work performed by Ayres Associates on October 18th, 2019.
- Bearings are referenced to the East quarter line of the Northwest Quarter of Section 23, T15N, R23E, WCCS - Sheboygan County, measured as N00°44'25"E.
- Before excavation, appropriate utility companies should be contacted. For exact location of underground utilities, contact Diggers Hotline at 1.800.242.8511.

Surveyor's Certificate

I, Brian F. Glaszc, Professional Land Surveyor, hereby certify: That I have surveyed the lands shown hereon in accordance with Chapter A-ET of the Wisconsin Statutes and that this map and description is a true and correct to the best of my knowledge and belief.

Brian F. Glaszc, PLS No. B-3118
Dated this 11th day of November, 2019



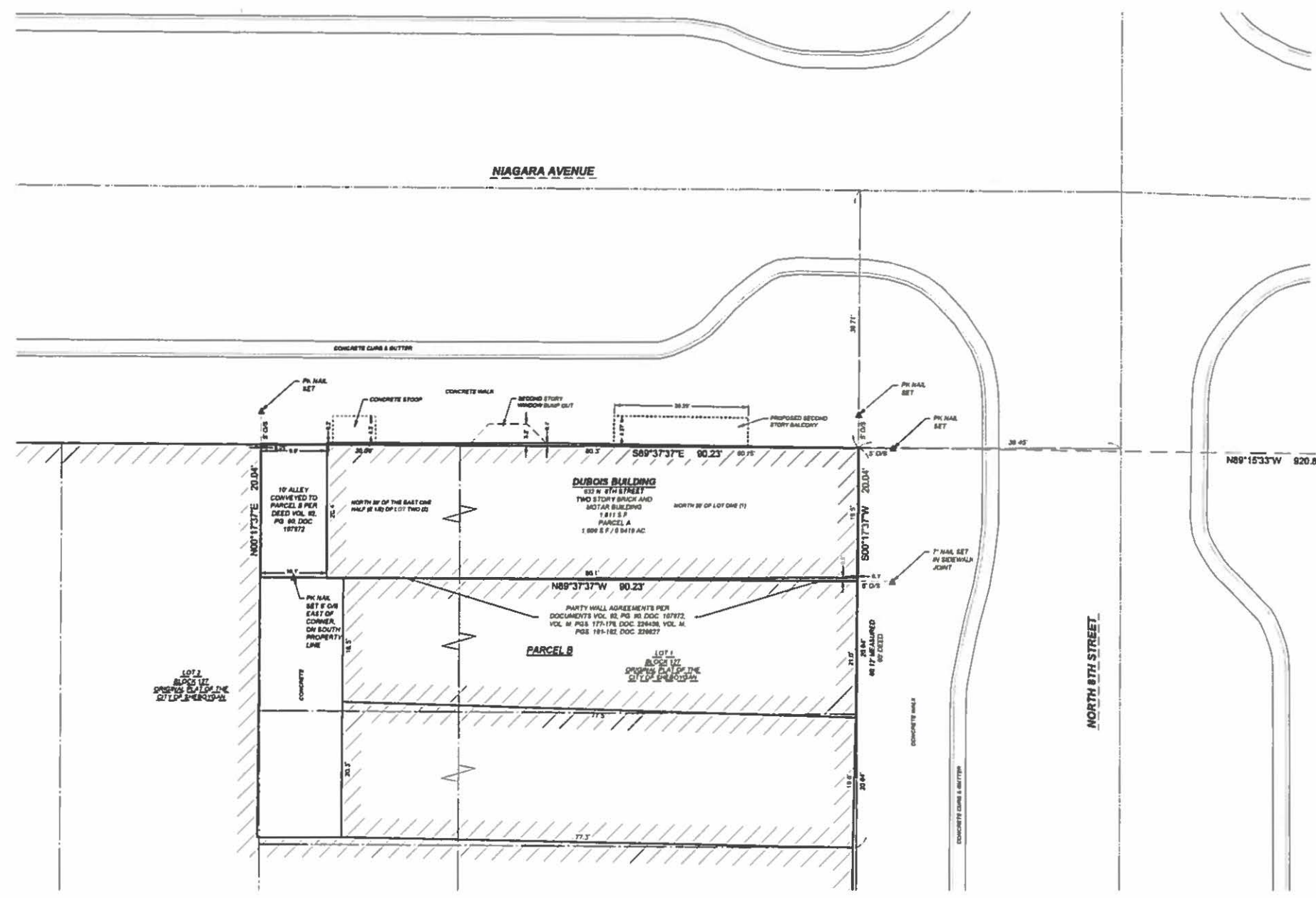
0 5 10 20
SCALE 1" = 10'



CENTER OF SECTION 23, T15N, R23E FOUND BAW-CUT X IN CONCRETE

LEGEND

- PROPERTY LINE
- RAW LINE
- RAW CENTERLINE
- BUILDING



SURVEY BY	NS	BOOK NO					
DR BY	BFG	PROJ NO	76-0143.00				
CHK BY	NV	DATE	11/01/2019	NO	DATE	REVISION	

DUBOIS BUILDING
SCHROEDER & HOLT ARCHITECTS
SHEBOYGAN, WI

AYRES ASSOCIATES
N17 W4222 Riverside Drive
Waukesha, WI 53188
(262) 523-4488
AyresAssociates.com

PLAT OF SURVEY

SHEET NO
1

NORTH QUARTER CORNER OF SECTION 23, T15N, R23E FOUND MAG NAIL IN ASPHALT.



LOCATION MAP
(1" = 1000 Feet)

Legal Description:

(Based on Title Commitment issued by Knight Barry Title, Inc., File #: 1074278 with a commitment date of October 18th, 2019.)

Parcel A:
The North 20 feet of the East One half (E 1/2) of Lot Two (2) and the North 20 feet of Lot One (1) in Block 127 of the original Plat of the City of Sheboygan, Sheboygan County, Wisconsin.

Tax Parcel Number: 56281107150
Property Address: 632 North 8th Street, Sheboygan, WI 53081

Notes:

- Field work performed by Ayres Associates on October 18th, 2019.
- Bearings are referenced to the East quarter line of the Northwest Quarter of Section 23, T15N, R23E, WCCS - Sheboygan County, measured as N00°44'25"E.
- Before excavation, appropriate utility companies should be contacted. For exact location of underground utilities, contact Diggers Hotline at 1.800.242.6511.

Legal Description for conditional use permit:

Being a part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Center of said Section 23;
Thence North 00°44'25" East along the East Quarter line of the Northwest Quarter of said section 23, 68.41 feet; thence North 89°15'33" West, 620.86 feet to the Northeast corner of Lot 1 of Block 127 of the Original Plat of the City of Sheboygan and the intersection of the West right of way line of North 8th Street and the South right of way line of Niagara Street; thence North 89°37'37" West along said North lot line, 16.75 feet to the Point of Beginning; thence North 89°37'37" West along said North lot line, 20.25 feet;
Thence North 00°51'51" East, 4.57 feet;
Thence South 89°08'09" East, 20.25 feet;
Thence South 00°51'51" West, 4.39 feet to the Point of Beginning.

Containing 01 square feet or 0.002 acres, more or less.

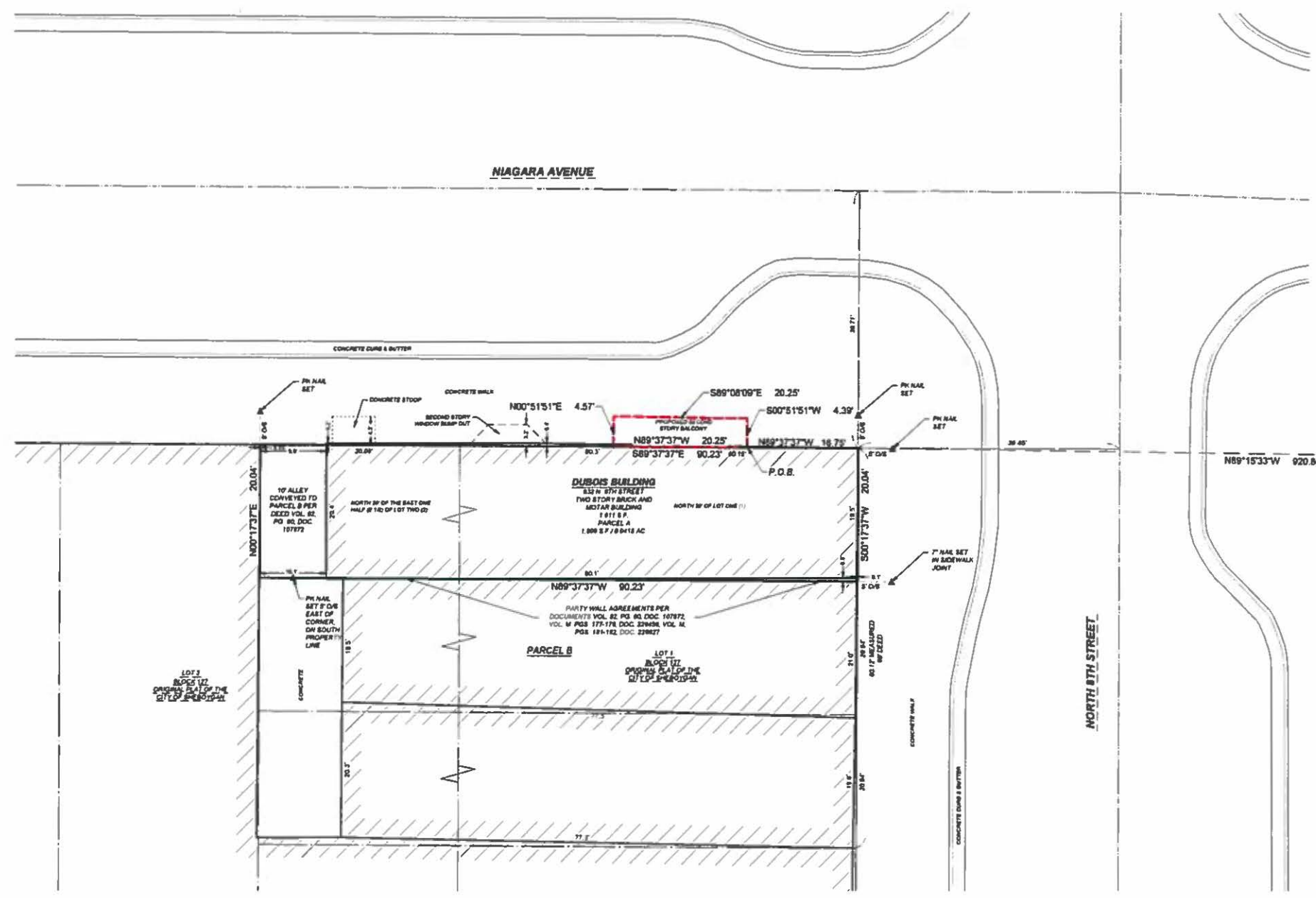


0 5 10 20
SCALE 1" = 10'

CENTER OF SECTION 23, T15N, R23E FOUND SAW-CUT X IN CONCRETE

LEGEND

- PROPERTY LINE
- - - RW LINE
- RW CENTERLINE
- ▨ BUILDING



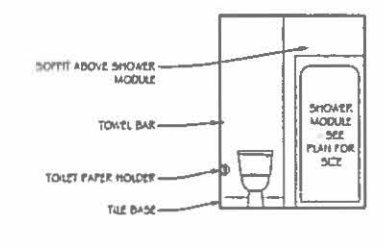
SURVEY BY	NS	BOOK NO					
DR BY	BFG	PROJ NO	76-0143.01				
CHK BY	NV	DATE	12/09/2019	NO	DATE	REVISION	

DUBOIS BUILDING
SCHROEDER & HOLT ARCHITECTS
SHEBOYGAN, WI

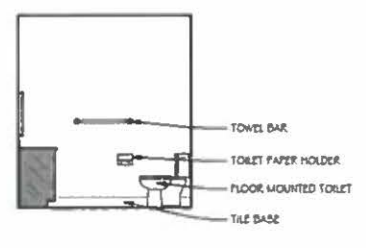
AYRES ASSOCIATES
117 W4222 Riverwood Drive
Wauwatosa, WI 53188
(262) 523-4488
AyresAssociates.com

CONDITIONAL USE PERMIT EXHIBIT

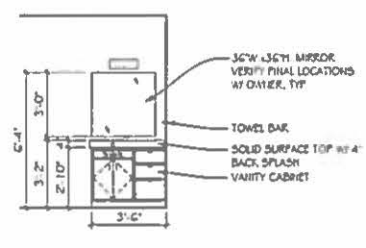
SHEET NO
1



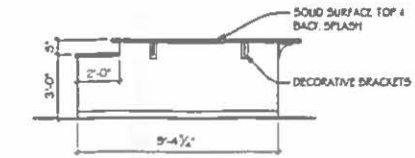
3 BATHROOM ELEVATION
SCALE: 1/4" = 1'-0"



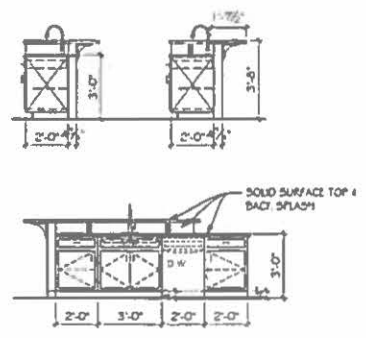
4 BATHROOM ELEVATION
SCALE: 1/4" = 1'-0"



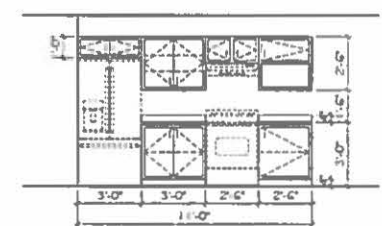
5 BATHROOM ELEVATION
SCALE: 1/4" = 1'-0"



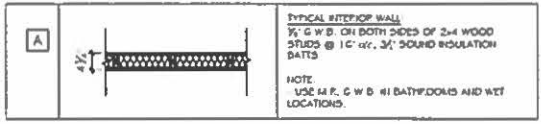
6 KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



7 KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



8 KITCHEN ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN CODED NOTES:

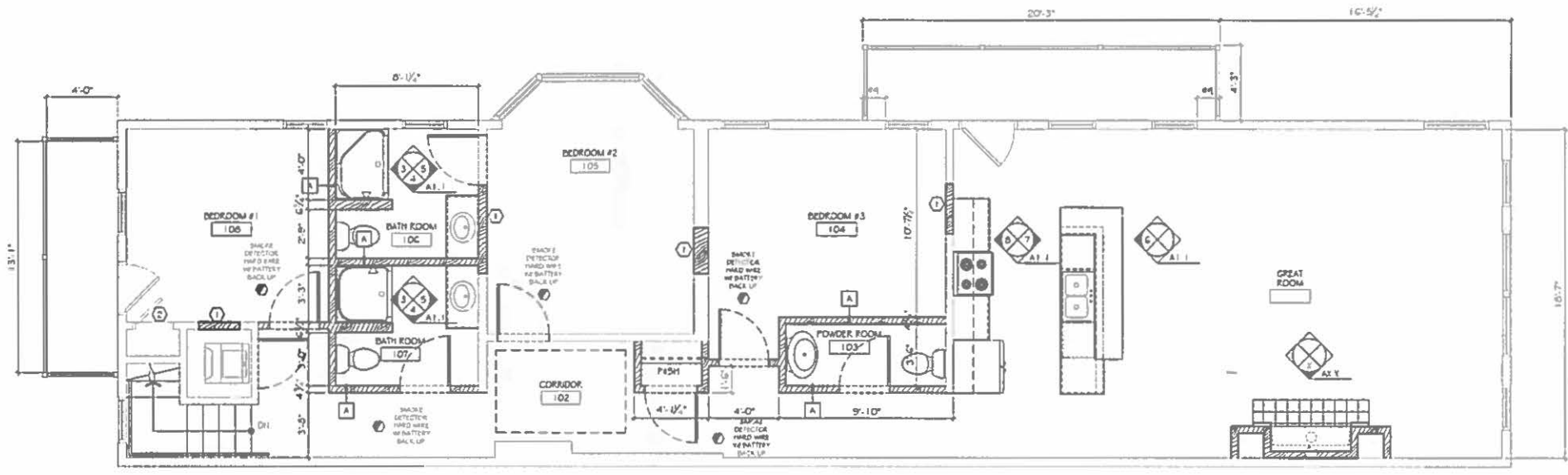
1. REPAIR EXISTING WALL OPENING WITH 2x STUDS @ 16" o.c. MATCH THICKNESS OF EXISTING WALL.
2. PROVIDE NEW 1/2" DOOR TO FIT EXISTING OPENING. FIELD VERIFY OPENING SIZE.

DEMOLITION GENERAL NOTES:

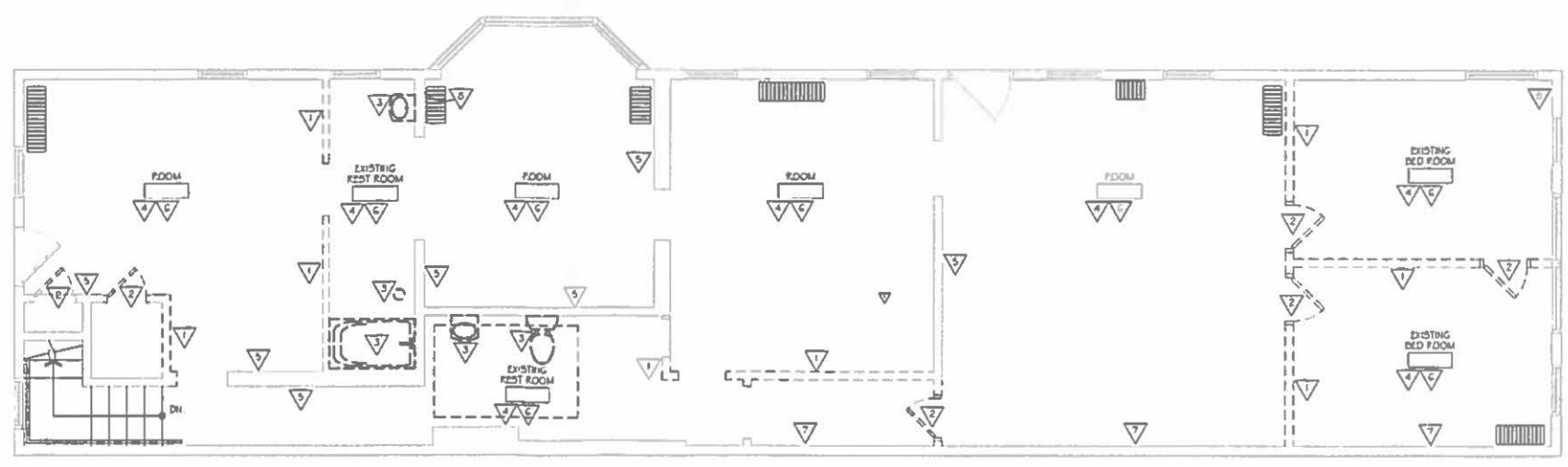
1. DEMO SECTION OF EXISTING PARTITION FROM FLOOR TO STRUCTURE ABOVE. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. REMOVE EXISTING FLOOR FASTENERS TO BELOW FLOOR LINE. PATCH FLOOR LEVEL WITH FLOOR SURFACE. TAPE AND FINISH EXPOSED PARTITION SURFACES PLUMB AND SMOOTH.
2. REMOVE EXISTING FLOOR COVERING AS REQUIRED AND PREPARE FLOOR SURFACE FOR INSTALLATION OF NEW FLOOR FINISH UNLESS NOTED OTHERWISE. REFER TO FINISH SCHEDULE.
3. ASBESTOS DETECTION/REMOVAL IF APPLICABLE TO BE CONDUCTED BY BUILDING OWNER PRIOR TO START OF GENERAL DEMOLITION. GENERAL CONTRACTOR TO COORDINATE SCHEDULE WITH BUILDING OWNER.
4. GENERAL CONTRACTOR TO COORDINATE ALL DEMOLITION WORK (DATED OR OTHERWISE REQUIRED) WITH NEW CONSTRUCTION. GENERAL CONTRACTOR TO COORDINATE ANY INTERRUPTIONS (ELECTRICAL, MECHANICAL, PLUMBING, ETC.) WITH BUILDING OWNER 72 HOURS IN ADVANCE.
5. DEMOLITION AREAS SHALL BE TERMINATED IN A NEAT & ORDERLY FASHION. CLEANED & PATCHED TO MATCH WITH NEW AND EXISTING CONSTRUCTION. AND PREPARED TO RECEIVE NEW FINISHES.
6. REMOVE ALL EXISTING INCIDENTAL CONDITIONS AS REQUIRED TO ACCOMMODATE PROPOSED CONSTRUCTION (WHETHER SHOWN ON PLAN, OR NOT INCLUDING BUT NOT LIMITED TO FASTENERS CUTS, MOLDINGS AND OTHER SYSTEMS AS REQUIRED).
7. PATCH ALL WALLS, FLOORS, AND CEILINGS WHERE PARTITIONS, CABINETS, PLATFORMS AND MOUNTED FURNITURE ARE TO BE REMOVED. ALL FINISHES TO EITHER MATCH EXISTING OR REFER TO ROOM FINISH SCHEDULE.
8. SEE PLUMBING, MECHANICAL, & ELECTRICAL DRAWINGS FOR ADDITIONAL COORDINATION ITEMS. COORDINATE ALL MEY ITEMS WITH SUB-CONTRACTORS.
9. REMOVE EXISTING PARTITIONS AS INDICATED. FROM FLOOR TO STRUCTURE ABOVE. DISPOSE OF DEMOLITION MATERIALS.
10. REMOVE AND RELOCATE EXISTING FIRE ALARMS AS REQUIRED. SEE ELECTRICAL DRAWINGS FOR COORDINATION.
11. PATCH ANY OPENINGS IN EXISTING FLOOR WALLS & STRUCTURE ABOVE. TO MAINTAIN FIRE AND/OR SMOKE RATINGS. UTILIZE 1/2" DESIGN CONSTRUCTION. OR MATCH EXISTING RATED CONSTRUCTION.
12. LIFE SAFETY FEATURES ARE TO REMAIN IN OPERATION THROUGH ALL PHASES OF CONSTRUCTION INCLUDING SMOKE DETECTION AND OTHER SYSTEMS. VERIFY WITH OWNER A LIFE SAFETY PLAN FOR THE PROJECT.
13. PROVIDE A MIN. OF 1 SMOKE DETECTOR / 300 SQ FT TO COVER FIRE WATCH COVER DETECTORS DURING TIMES OF CONSTRUCTION, UNCOVER AT NIGHT.
14. REFER TO MECHANICAL DRAWINGS FOR REMOVAL OF PLUMBING PIPING / MECHANICAL EQUIPMENT.

DEMOLITION CODED NOTES:

1. DEMO SECTION OF EXISTING PARTITION FROM FLOOR TO STRUCTURE ABOVE. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. REMOVE EXISTING FLOOR FASTENERS TO BELOW FLOOR LINE. PATCH FLOOR LEVEL WITH FLOOR SURFACE. TAPE AND FINISH EXPOSED PARTITION SURFACES PLUMB AND SMOOTH.
2. REMOVE EXISTING DOOR AND FRAME (INCLUDING SIDE LIGHT IF APPLICABLE) BY ITS ENTIRETY. PATCH PARTITION TO MATCH ADJACENT PARTITION SURFACE. INSTALL NEW METAL STUDS AND GYPSUM BOARD AS REQUIRED TO PROVIDE SMOOTH, PLUMB TRANSITION. TAPE AND FINISH JOINTS.
3. REMOVE EXISTING PLUMBING FITTURE. PLUMBING CONTRACTOR TO REMOVE PIPING BACK TO NEAREST BRANCH PIPE, INSTALL VALVE AND CAP PLUMBING.
4. REMOVE EXISTING CARPET, TILE OR SHEET FLOORING AND PREPARE FLOOR SURFACE FOR INSTALLATION OF NEW FLOOR FINISH.
5. REMOVE EXISTING PLASTER, LATH AND FINISH FROM WALL.
6. REMOVE EXISTING PLASTER, LATH, TRIM AND LIGHT FIXTURES FROM CEILING. REMOVE ALL CONDUIT AND EXPOSED JUNCTION BOXES. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. CONFIRM WITH OWNER THE NEW LOCATION.
7. REMOVE EXISTING PLASTER, LATH AND FINISH FROM BRICK WALL AND CLEAN BRICK. REMOVE EXISTING ELECTRICAL OUTLETS, WIRING, AND CONDUIT BACK TO NEAREST JUNCTION BOX. REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES.
8. REMOVE RELOCATE EXISTING ELECTRIC BOX (PARAGON ELEC). REROUTE ALL NECESSARY WIRING AND CONDUIT AS REQUIRED TO MAINTAIN CIRCUITING. CAP WIRING PER APPLICABLE CODES. CONFIRM WITH OWNER THE NEW LOCATION.



2 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"



1 EXISTING FLOOR PLAN
SCALE: 1/4" = 1'-0"

DuBois Building
Second Floor Remodeling
832 N 8th St.
Sheboygan WI

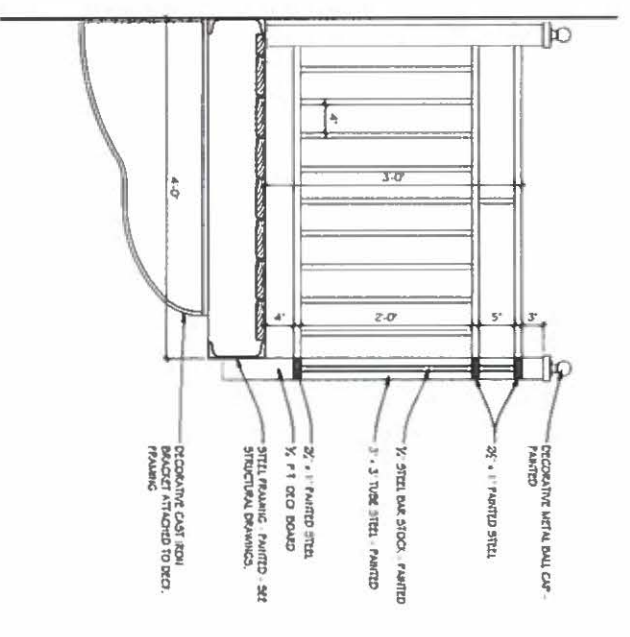
NO.	DATE	DESCRIPTION

PROJECT #: 3996

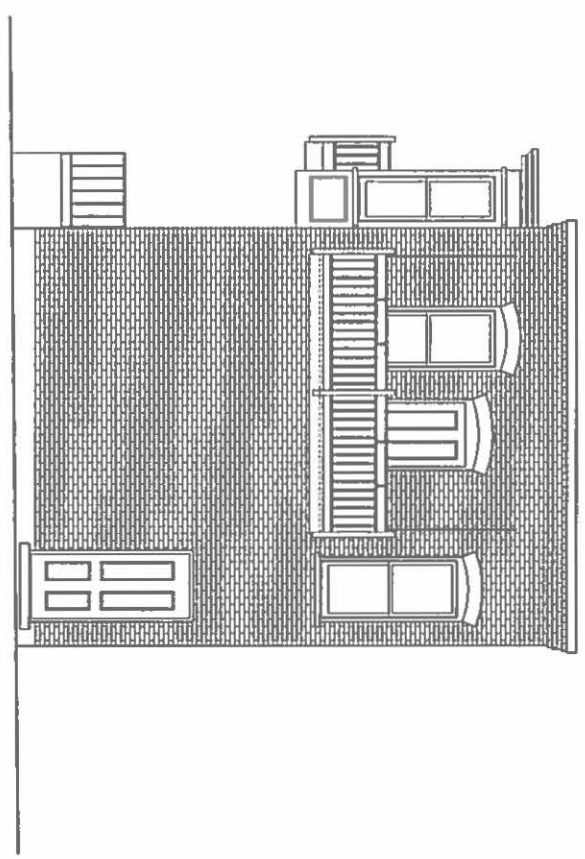
DATE: December 12th, 2019

floor plan

1 BALCONY DETAIL

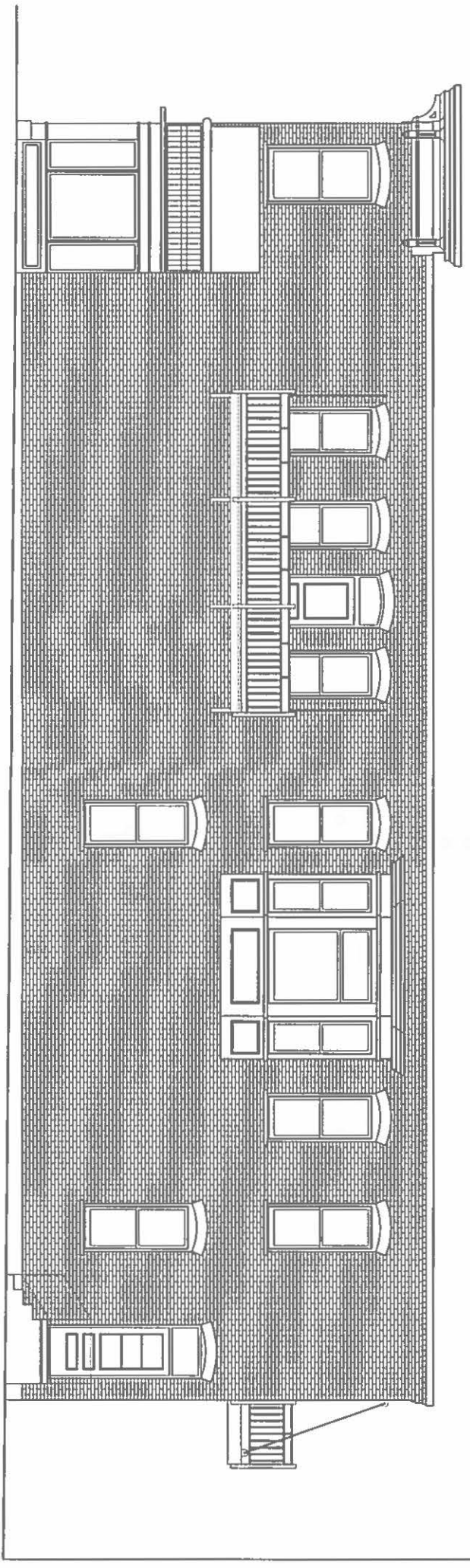


SCALE: 1" = 1'-0"



WEST ELEVATION

SCALE: 1" = 1'-0"



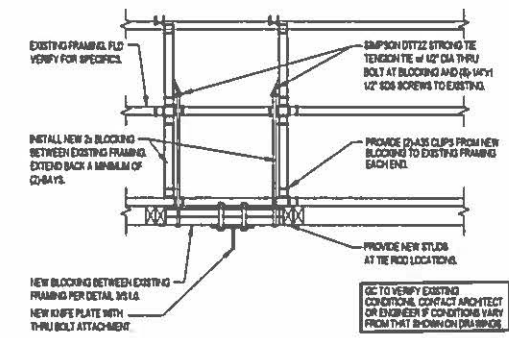
NORTH ELEVATION

SCALE: 1" = 1'-0"

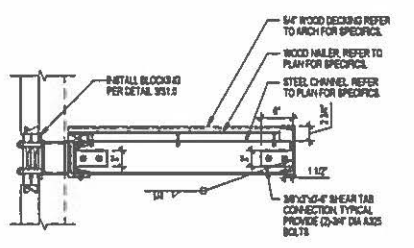
DuBois Building
Second Floor Remodeling
832 N 8th St.
Sheboygan WI

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		

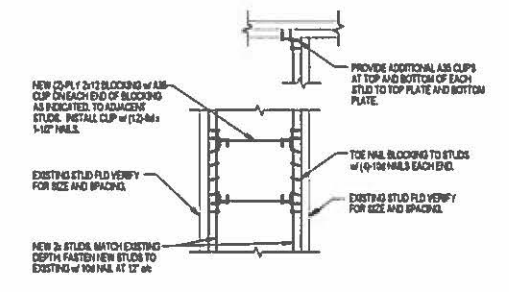
PROJECT #: 3996
DATE: December 12th, 2019
dsh:tbm



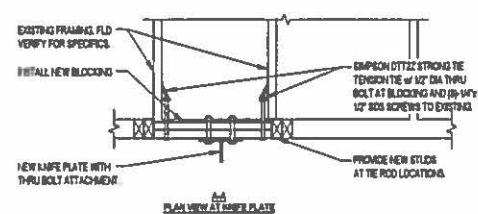
5
S1.0
BLOCKING REINFORCEMENT



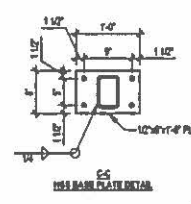
4
S1.0
SECTION AT BALCONY



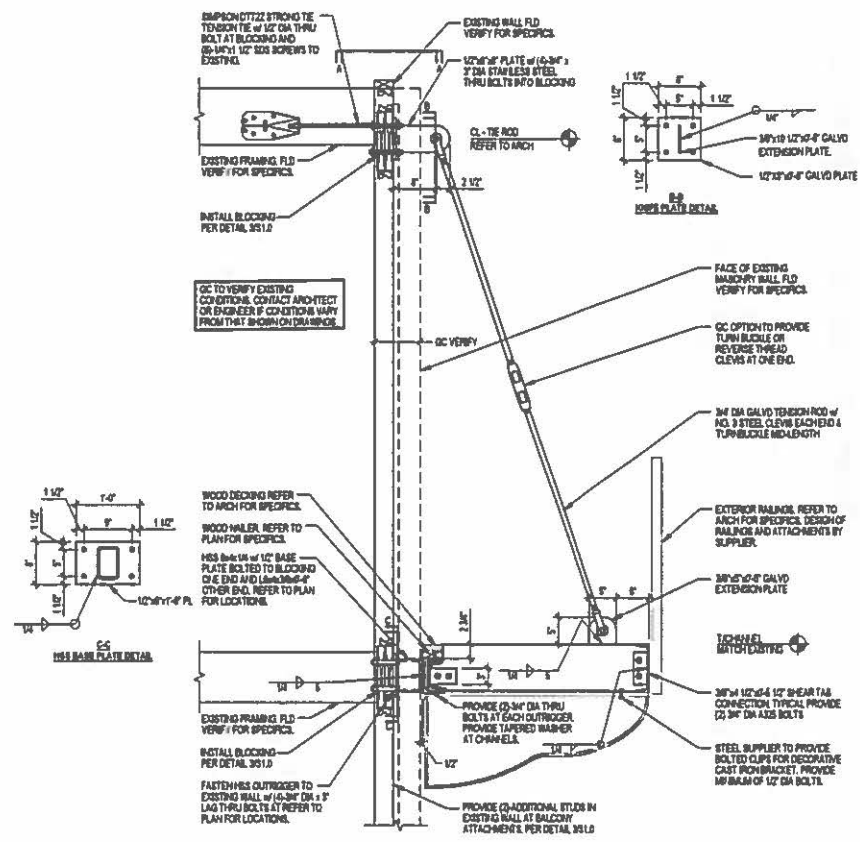
3
S1.0
BLOCKING REINFORCEMENT



2
S1.0
SECTION AT BALCONY

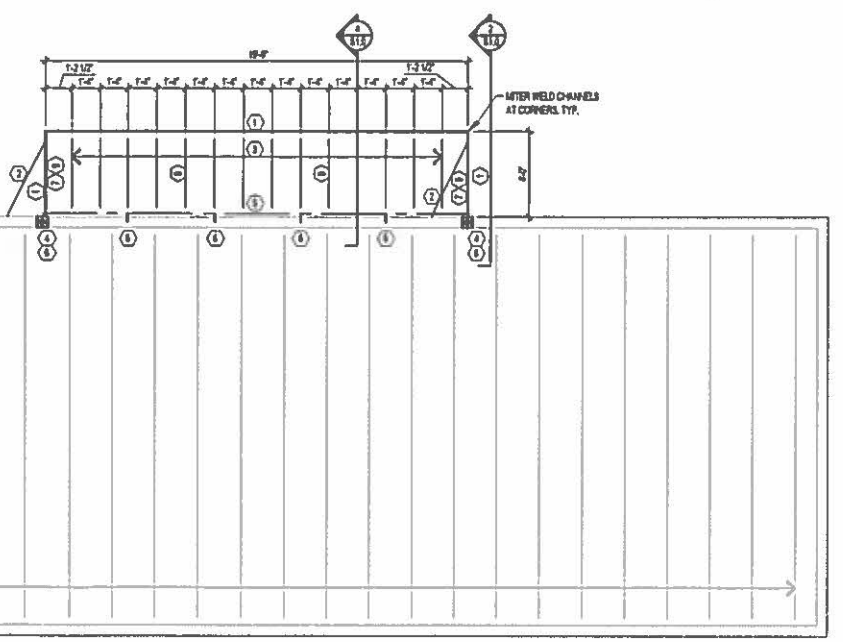


1
S1.0
EXISTING SECOND FLOOR FRAMING PLAN
SCALE: 1/4"=1'-0"



- CONTRACTOR NOTES**
- CONTRACTOR SHALL HIRE A SHORING ENGINEER & CONTRACTOR TO DESIGN AND PROVIDE ALL SHORING REQUIRED TO SUPPORT EXISTING CONSTRUCTION AND NEW CONSTRUCTION AS REQUIRED TO BUILD THIS PROJECT.
 - IT IS SOLELY THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND CONSTRUCTION SEQUENCE IN ORDER TO ENSURE THE SAFETY OF THE BUILDING AND WORKMEN DURING CONSTRUCTION (MEANS & METHODS OF CONSTRUCTION). THIS INCLUDES, BUT IS NOT LIMITED TO: SHORING, UNDERPINNING, TEMPORARY BRACING, ETC.
 - FIELD VERIFY ALL DIMENSIONS & EXISTING SIZES SHOWN ON THESE CONSTRUCTION DOCUMENTS LOCATING EXISTING BUILDING ELEMENTS PRIOR TO PREPARING B-COP DRAWINGS & FABRICATING MATERIALS. GENERAL CONTRACTOR TO COORDINATE ANY CHANGES w/ ARCHITECT & ENGINEER.
 - ALL EXISTING FRAMING SHOWN ON THESE DRAWINGS IS BASED ON AVAILABLE DOCUMENTATION & FIELD OBSERVATION TO DATE. FIELD VERIFY ACTUAL DIMENSIONS/CONFIGURATIONS OF ALL STRUCTURAL MEMBERS AS NECESSARY FOR NEW CONSTRUCTION. IF SIZES DIFFER, NOTIFY ENGINEER PRIOR TO PROCEEDING WITH WORK. FIELD VERIFY ALL EXISTING MEMBER SIZES AND LOCATIONS AS REQUIRED TO PROPERLY INSTALL ALL NEW STRUCTURAL MEMBERS AS SHOWN. VERIFY AND RELOCATE ALL OTHER WORK (PLUMBING, ELECTRICAL, HVAC, ETC.) AS REQUIRED TO INSTALL NEW STRUCTURAL MEMBERS AS SHOWN ON THESE DRAWINGS.

- EXISTING SECOND FLOOR FRAMING PLAN KEYED NOTES**
- 2x15 STEEL CHANNEL.
 - 3/4" DIAMETER GALVANIZED TENSION ROD w/ NDL 3 CLEVIS EACH END.
 - 2x15 STEEL CHANNEL w/ PT 8x8 WOOD HAULER ON TOP OF STEEL CHANNEL w/ 3/4" DIAMETER BOLTS AT 24" ON. PROVIDE TAPERED BRACKETS AT CHANNELS.
 - REINFORCE EXISTING WOOD STUDS AT BALCONY ATTACHMENTS w/ 2x4 STUD. REFER TO DETAIL S51.0 FOR SPECIFICS. FLD VERIFY EXISTING WALL SIZE FOR REQUIRED STUD SIZE.
 - 2x15 STEEL CHANNEL w/ PT 8x8 WOOD HAULER ON TOP OF STEEL CHANNEL w/ 3/4" DIAMETER BOLTS AT 24" ON. PROVIDE TAPERED BRACKETS AT CHANNELS.
 - PROVIDE HSS 8x8x1/8 ALY1 OUTRIGGER w/ FOR STEEL CHANNEL SUPPORT. REFER TO DETAIL S61.0 FOR ADDITIONAL INFORMATION.
 - PROVIDE 1/4x3/4x1/4 ALY1 W/ PT 8x8 WOOD HAULER ON TOP OF STEEL CHANNEL w/ 3/4" DIAMETER BOLTS AT 24" ON. STOP WELD ANGLE TO CHANNEL FOR DECK SUPPORT. PROVIDE 1/4" x 1/4" LONG WELDS TOP AND BOTTOM OF ANGLE 24" ON.
 - ASSUMED WOOD JOIST FRAMING, FLD VERIFY FOR FRAMING SIZE, DEPTH, AND SPAN.
 - STEEL SUPPLIER TO PROVIDE BOLTED CLIPS FOR DECORATIVE CAST IRON BRACKET. PROVIDE MINIMUM OF 1/2" DIA BOLTS.



DuBois Building
Second Floor Remodeling
832 N 8th St.
Sheboygan WI

NO.	DATE	DESCRIPTION

PROJECT # 3996

DATE October 24th, 2019

EXISTING SECOND FLOOR FRAMING PLAN

S1.0

II

4.2

R. O. No. 117 - 19 - 20. By CITY PLAN COMMISSION. December 16, 2019.

Your Commission to whom was referred Gen. Ord. No. 35-19-20 by Alderpersons Bohren and Wolf repealing and recreating Subsection 15.935(1)(a) of the City of Sheboygan Zoning Ordinance ("SZO") so as to eliminate the residency requirements for membership on the Architectural Review Board; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 10, 2019, and after due consideration, recommends to Common Council to receive the R. O. and adopt the Ordinance.

*Kays
order*

I

5.1

Gen. Ord. No. 35 - 19 - 20. By Alderpersons Bohren and Wolf.
December 2, 2019.

AN ORDINANCE repealing and recreating Subsection 15.935(1)(a) of the City of Sheboygan Zoning Ordinance ("SZO") so as to eliminate the residency requirement for membership on the Architectural Review Board.

WHEREAS, Subsection 15.935(1)(a) of the SZO sets forth the composition of the Architectural Review Board; and

WHEREAS, while the SZO does not address residency requirements for the boards and commissions created therein, the City has interpreted the SZO in conjunction with its Municipal Code, which requires residency for all members of committees, boards, and commissions created in the Code, unless specifically exempted; and

WHEREAS, the City has experienced difficulty filling roles on the Architectural Review Board as many of the people who work for architectural and general contracting firms based in the City live outside city limits; and

WHEREAS, the work done by individual members of the Architectural Review Board is of a technical and professional nature rather than of a policy nature, and non-residents would be equally capable and likely to make proper determinations in the best interest of the City as a whole in matters addressed by the Board; and

WHEREAS, as an amendment to the Sheboygan Zoning Ordinance, this matter must be referred to the Plan Commission and requires publication of a class 2 notice and a public hearing prior to adoption; and

WHEREAS, this Ordinance is adopted to promote the health, safety, and welfare of the people of the City of Sheboygan.

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

*Plan Commission
adopt*

Section 1. Section 15.935 of the Sheboygan Zoning Ordinance is hereby repealed and recreated in subsection (1)(a) thereof to read as follows:

Section 15.935 Architectural Review Board

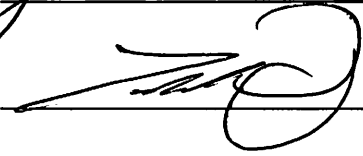
(1) Architectural Review Board

(a) **Composition:** An Architectural Review Board consisting of seven (7) members shall be appointed by the Mayor subject to confirmation by the City Council. Members of the Architectural Review Board need not be residents of the City of Sheboygan. The members of the Architectural Review Board shall serve a term of three years. At least three members of the Architectural Review Board shall be architects, including landscape architects, licensed to practice by the State of Wisconsin, one member shall be a real estate broker licensed by the State of Wisconsin, one member shall be a general contractor licensed by the City of Sheboygan, and one member shall be a member of the Plan Commission. One of the members of the Architectural Review Board shall be designated by the Mayor as the Chairman, and he shall hold his office as Chairman until his successor is appointed. The Mayor shall have the power to remove any member of the Architectural Review Board for cause upon written charges and after a public hearing. Vacancies upon the Architectural Review Board shall be filled for the unexpired term of the member whose place has become vacant in the manner herein provided for the appointment of such member.

. . . ."

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.

James A. Bohren



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

~~VI~~

R. O. No. 118 - 19 - 20. By CITY PLAN COMMISSION. December 16, 2019.

Your Commission to whom was referred Gen. Ord. No. 36-19-20 by Alderpersons Bohren and Wolf creating Subsection 15.936(1)(L) of the City of Sheboygan Zoning Ordinance ("SZO") so as to add an architectural review fee; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 10, 2019, and after due consideration, recommends to Common Council to receive the R. O. and adopt the Ordinance.

CITY PLAN COMMISSION

Says over

X

Gen. Ord. No. 360 - 19 - 20. By Alderpersons Bohren and Wolf.
December 2, 2019.

AN ORDINANCE creating Subsection 15.936(1)(L) of the City of Sheboygan Zoning Ordinance ("SZO") so as to add an architectural review fee.

WHEREAS, Subsection 15.936(1) of the SZO creates and governs fees for zoning procedures requested by a private party; and

WHEREAS, as an amendment to the Sheboygan Zoning Ordinance, this matter must be referred to the Plan Commission and requires publication of a class 2 notice and a public hearing prior to adoption; and

WHEREAS, this Ordinance is adopted to promote the health, safety, and welfare of the people of the City of Sheboygan;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Subsection (1)(L) of Section 15.936 of the Sheboygan Zoning Ordinance, is hereby created to read as follows:

"Section 15.936 Fees

(1) Fees for Procedures Requested by a Private Party:

. . .

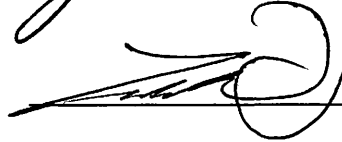
(L) Architectural Review \$100.00*

. . ."

Plan Commission

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.

James A Bohrer



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

II

R. O. No. 134 - 19 - 20. By CITY CLERK. January 6, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2021.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
7290	Bruinooge, Tarri L.	1914A N. 9 th Street
9261	Bubb, Tyler S.	2517 Erie Avenue
2106	Fenner, Robert T.	2602 Eisner Avenue
2406	Gates, Shelly M.	1911 N. 10 th Street
5900	Jarvi, Sheryl L.	1223 Broadway Avenue
3061	Kertscher, Kyle J.	547 Pine Ridge Ave, Howards Grove
3060	Koehler, Andrea R.	2824 County Road Y
1872	Kraft, Benjamin A.	1505A S. 8 th Street
3048	Olmsted, Michael N.	444 Audubon Road, Kohler
1760	Rauwerdink, Jeremiah J.	4625 Alyssa Lane
3052	Scott, Tara A.	603 S. 14 th Street
0353	Teasdale, Ashley L.	704 Broughton Drive Apt. 3
3056	Thomas, Ieshia J.	1048 Weeden Creek Road
3066	Van Sluys, Amanda A.	3431 N. 10 th Street Apt. 721
3062	Vollrath, Cassandra C.	902 7 th Street #A, Kiel
3058	Wallner, Paige E.	1313 Alabama Avenue

MASSAGE ESTABLISHMENT (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3436	Carino Capelli Salon	1508 N. 27 th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1982	Bouchard, Robert P.	819 Humboldt Avenue
2753	Cassel, Michael A.	625 S. 14 th Street
9554	Champeau, Joseph P.	1821 S. 15 th Street
3057	Hrabrich, Gregory H.	1725 Lakeshore Drive, Cleveland
2728	Magritz, Alicia L.	1345 16 th Avenue #5, Grafton
2996	Peters, Steven A.	1909 N. 23 rd Street

AKPS