

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
EIGHTEENTH REGULAR COMMON COUNCIL MEETING
Monday, December 17, 2018

ALDERPERSONS PRESENT:

Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

ALDERPERSON ABSENT AND EXCUSED:

Rose Phillips - 1.

Meeting called to order at 6:00 PM**1. OPENING OF MEETING**

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 PRESENTATION - HOLIDAY PROGRAM BY JON DOLL

1.4 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

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

1.6 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. CONSENT AGENDA

2.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.2 R. O. No. 191-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell

2.3 R. O. No. 192-18-19 by Board of Contractor's Examiners submitting applications for Building

Contractor Licenses already granted. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell

2.4 R. O. No. 193-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 27-18-19 by Alderperson Bohren for an Ordinance repealing Resolution No. 457-83-84, Gen. Ord. No. 216-88-89, and Gen. Ord. No. 110-92-93 relating to the grants of encroachment privileges; recommends approval of the Ordinance. ACCEPT AND FILE AND PASS ORDINANCE.

Resolution: MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.5 R. O. No. 194-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 28-18-19 by Alderperson Bohren and R. O. No. 186-18-19 by City Clerk whom submitted a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 10th Street) for purpose of construction and vehicular and pedestrian ingress and egress (with landscaping); recommends approval of the Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.6 R. O. No. 195-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 29-18-19 by Alderperson Bohren and R. O. No. 187-18-19 by City Clerk whom submitted a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11th Street) for purpose of continuing overhang of the existing building; recommends approval of the Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.7 R. O. No. 196-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 30-18-19 by Alderperson Bohren and R. O. No. 188-18-19 by City Clerk whom submitted a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (Maryland Avenue) for purpose of parking, construction, and vehicular and pedestrian ingress and egress; recommends approval of the Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.8 R. O. No. 197-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 31-18-19 by

Alderperson Bohren and R. O. No. 189-18-19 by City Clerk whom submitted a communication from Robert J. Pasquesi, II, on behalf of Badger State Lofts, LP, requesting an encroachment surrounding the property located at 1031 Maryland Avenue (South 11th Street) for purpose of parking, construction, and vehicular and pedestrian ingress and egress; recommends approval of the Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.9 R. C. No. 205-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 181-18-19 by the City Clerk submitting various license applications; recommends denying Beverage Operator License Application No. 9829 (Kathleen A. Schroeder) based upon her ineligibility for a Beverage Operator's License and her failure to cooperate with staff for the committee. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.10 R. C. No. 206-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 184-18-19 by Director of Human Resources submitting a letter from Diversified Benefit Services, Inc. regarding their services as a Third Party Administrator ("TPA") to provide Section 125 - Flexible Benefit Plan services for the health plan sponsored by the City of Sheboygan; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.11 R. C. No. 207-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 185-18-19 by Director of Human Resources submitting a letter from Diversified Benefit Services, Inc. regarding their services administering the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and/or state insurance continuation on behalf of the City of Sheboygan and its group health program; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.12 R. C. No. 208-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred, pursuant to R. O. No. 190-18-19 by the City Clerk submitting various license applications; recommends granting the license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.13 R. C. No. 209-18-19 by Finance and Personnel Committee to whom was referred Res. No.

139-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement for managed transplant program coverage with Optum for the calendar year 2019; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.14 R. C. No. 210-18-19 by Finance and Personnel Committee to whom was referred Res. No. 140-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement for medical stop-loss insurance with Sun Life for coverage during 2019; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.15 R. C. No. 211-18-19 by Finance and Personnel Committee to whom was referred Res. No. 141-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2019; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.16 R. C. No. 212-18-19 by Finance and Personnel Committee to whom was referred Res. No. 142-18-19 by Alderpersons Rindfleisch and Bohren authorizing the City to enter into a renewal agreement with Delta Dental to administer dental benefit plan services for the City for calendar years 2019 and 2020; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.17 R. C. No. 213-18-19 by Public Works Committee to whom was referred Res. No. 143-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company with regard to Parcel Identification Number 59281108031; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.18 R. C. No. 214-18-19 by Public Works Committee to whom was referred Res. No. 144-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric

Easement to Wisconsin Power and Light Company with regard to Parcel Identification Numbers 59281107420 and 59281107440; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

2.19 R. C. No. 215-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 145-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Agreement for Use of Subscription Material between the Sheboygan Fire Department and Lexipol, LLC, with regard to fire policy manual and daily training bulletins; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

3. REPORTS OF OFFICERS

3.1 R. O. No. 198-18-19 by City Plan Commission to whom was referred Res. No. 138-18-19 by Alderperson Bohren authorizing the appropriate City officials to execute an Easement Agreement between Badger State Lofts, LP and the City of Sheboygan, Wisconsin regarding the property located near 1031 Maryland Avenue, Sheboygan, Wisconsin; recommends approving the Resolution. ACCEPT AND FILE AND PASS RESOLUTION

MOTION TO ACCEPT AND FILE AND PASS RESOLUTION

Motion by Jim Bohren, second by Mary Lynne Donohue.

Before action was taken, motion by Jim Bohren, second by Mary Lynne Donohue to amend name on Resolution and Easement to KCG Development, LLC.

Motion passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

Final Resolution to pass Resolution as amended: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

3.2 R. O. No. 199-18-19 by City Clerk submitting a claim from State Farm Insurance Agency, for their insured Ken Phillip, for alleged damages to his vehicle when it was hit by a Sheboygan Police vehicle door. REFER TO FINANCE AND PERSONNEL COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 147-18-19 by Alderpersons Rindfleisch and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 1. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.2 Res. No. 148-18-19 by Alderpersons Rindfleisch and Bohren expressing the intent of the Common

Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 2. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.3 Res. No. 149-18-19 by Alderpersons Rindfleisch and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining, and the prorated acquisition costs of the off-street parking facilities within the Parking Assessment District No. 4. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.4 Res. No. 150-18-19 by Alderpersons Rindfleisch and Bohren expressing the intent of the Common Council of the City of Sheboygan to exercise its police powers in levying a special assessment for the 2018 cost of operating and maintaining the off-street parking facilities within the Parking Assessment District No. 5. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.5 Res. No. 151-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and Badger State Lofts, LP for the Badger State Lofts project. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.6 Res. No. 152-18-19 by Alderperson Wolf authorizing the Finance Director to execute the Release for Property Damage with regard to Karla Willis and an automobile accident on May 11, 2018. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.7 Res. No. 153-18-19 by Alderperson Wolf authorizing entering into a Tentative Agreement with the International Association of Fire Fighters Local 483 for a successor contract. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

4.8 Res. No. 154-18-19 by Alderperson Rindfleisch and Bohren supporting placing an Advisory Referendum question on the April, 2019 election ballot, to determine if the Wisconsin Legislature should consider and pass legislation requiring all businesses to pay their fair share of property taxes by closing perceived loopholes in the assessment process. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.9 Res. No. 155-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute an Underground Electric Easement to Wisconsin Power and Light Company regarding Mill Road at the Pigeon River bridge. REFER TO PUBLIC WORKS COMMITTEE

5. REPORT OF COMMITTEES

5.1 R. C. No. 216-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 32-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Fire Department Table of Organization; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 34-18-19 by Alderpersons Rindfleisch and Bohren repealing and recreating Chapter 82 of the Sheboygan Municipal Code relating to personnel regulations and benefits. REFER TO FINANCE AND PERSONNEL COMMITTEE

6.2 Gen. Ord. No. 33-18-19 by Alderpersons Donohue and Sorenson amending various portions of Chapter 26 of the Municipal Code relating to fees for permits issued by the Building Inspection Division of the City of Sheboygan, and contractor's license application fees and re-examination fees. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

7.1 R. O. No. 200-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8. CLOSED SESSION

8.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session related to development opportunity at 908 Michigan Avenue.

MOTION TO CONVENE IN CLOSED SESSION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN at 7:06 p.m.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 9.

Generated by City Clerk Meredith DeBruin on Tuesday, December 18, 2018

Resignation

Bill Thiel submitting his resignation from City Plan Commission effective
December 30, 2018.

DeBruin, Meredith

From: Mayor Vandersteen
Sent: Sunday, December 30, 2018 8:55 PM
To: DeBruin, Meredith
Cc: Hofland, Darrell; Sokolowski, Steve; Duellman, Janet; Pelishek, Chad
Subject: Fwd: Resigning

Meredith,

Please place this resignation on the next City Council agenda.

Thanks,

Mike

Mike Vandersteen, Mayor
City of Sheboygan

Begin forwarded message:

From: bill thiel <billbrenda795@hotmail.com>
Date: December 30, 2018 at 3:17:29 PM EST
To: "mayor.vandersteen@sheboyganwi.gov" <mayor.vandersteen@sheboyganwi.gov>
Subject: Resigning

Hi Mayor, It's sad for me to say but I need to resign my position on the city planning commission effective immediately. I have decided to take a different position with Walmart and it will take my wife and I to Plover, Wisconsin. This was a hard decision to make since I never lived anywhere else but here. Thank you for everything and please send me an invite for the opening of the remodeled city hall. I will be there.

Sincerely
Billy Thiel

Sent from my iPhone



January 3, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

SHEBOYGAN SQUARED BID BOARD

Marcus Diedrich to fill the unexpired term of David Sanderson whose term expires 12/31/2019.

NAME	APPOINTED	EXPIRES
Rick Scroggins – Business Owner	1/1/2019	12/31/2020
Amy Horst – Business Owner	1/1/2019	12/31/2020
Eileen Simenz – Property Owner	1/1/2019	12/31/2020
Aaron Sloma – Property Owner	1/1/2019	12/31/2020
Jane Davis-Wood – Business Owner	1/1/2019	12/31/2020
Paul Rudnick – Business Owner	1/1/2019	12/31/2020
Chad Pelishek – City Government	1/1/2019	12/31/2020

MICHAEL J. VANDERSTEEN, MAYOR

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

*Suspend
confirm*



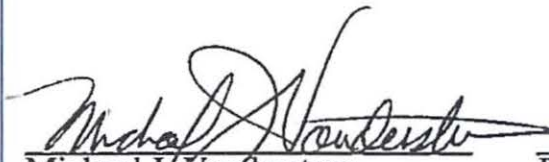
January 7, 2019

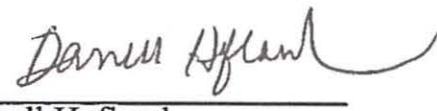
HONORABLE MEMBERS OF THE COMMON COUNCIL:

Pursuant to Gen. Ord. 66-12-13 creating Section 2-419 of the Sheboygan Municipal Code relating to the position of Director of Information Technology (IT), we hereby recommend that Eric Bushman be appointed as the Director of Information Technology (IT) for the City of Sheboygan effective immediately.

Signed:

Signed:


Michael J. Vandersteen
Mayor


Darrell Hofland
City Administrator

HUMAN RESOURCES

CITY HALL
828 CENTER AVE., SUITE 204
SHEBOYGAN, WI
53081-4442

920/459-3373
FAX 920/459-0232
humanresources@ci.sheboygan.wi.us

www.cityofsheboygan.info

**The appointment of Eric Bushman to the position of
Information Technology Director is submitted for your consideration:**

Eric is a seasoned Information Technology professional with over 30 years of experience.

Eric holds a Bachelors Degree in Computer Science from University of Wisconsin, LaCrosse.

The majority of Eric's professional experience has been in the private sector, manufacturing environment.

- 1) He has participated in and/or championed strategic planning for both his department and the organizations he served.
- 2) He has been instrumental in working with business leaders to come up with solutions appropriate for the organization to accomplish their goals.
- 3) He has both technical and development skills, as well as proven leadership experience, making him a great fit for the needs of this department.

For the past 27 years, Eric held a variety of positions with Mayline Company / Safeco, including:

- Director of Information Systems
- Vice President of Information Technology and
- Senior Business Analyst

Prior to Mayline, Eric was a Manager of Information Systems with Raytheon Appliance Division ("Speed Queen") in Ripon, Wisconsin, as well as Systems Analyst and Programmer with Raytheon.

Eric and his wife, Diane, are residents of Plymouth, Wisconsin.



January 2, 2019

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Dave Hoffman to be considered for appointment to the City Plan Commission to fill the unexpired term of Bill Thiel whose term expires 4/20/2020.

MICHAEL J. VANDERSTEEN, MAYOR

Lies over

OFFICE OF MAYOR

CITY HALL
828 CENTER AVE., SUITE 301
SHEBOYGAN, WI
53081-4495

920/459-3317
FAX 920/459-0256

II

R. O. No. _____ - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting various license applications.

City Clerk

Secondhand Dealer License (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3021	Finders Keepers	1030 Michigan Avenue
2777	Freaktoyz	520 N. 8 th Street

Commercial Operator License (12/31/2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3264	Chris Lewis Tree Surgery	P.O. Box 1564, Manitowoc
2608	Land Steward Enhancements LLC	N5971 Willow Road, Plymouth
2169	T & L Services	15854 Center Road, Cleveland

Consent

VII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 7, 2019.

Your Committee to whom was referred, pursuant to R. O. No. 200-18-19 by the City Clerk, submitting license applications for the period ending December 31, 2018, June 30, 2019 and December 31, 2019; recommends granting the following license applications:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2537	Abad, Leslie L.	1128 Geele Avenue Apt. A
2541	Biederwolf-Nicholls, Tina L.	49 S. Hiawatha Circle
1033	Gosse, Kelsey A.	1113 Bell Avenue
1450	Halverson Jr., Richard W.	1511 N. 8 th Street
2547	Heins, Isabelle M.	645 Green Tree Road, Kohler
2540	Humphrey, Cortney A.	61 Green Bay Court, Sheboygan Falls
9460	Klahn, Megan M.	908 Jefferson Avenue Apt. 1
2543	Martin Del Campo, Carlos A.	1709 Jefferson Street
2548	Messner, Peggy A.	1521 S. 22 nd Street
2539	Oiler, Kelly D.	1622 Georgia Avenue
2546	Puchalla, Alexis	830 N. 10 th Street #203
2544	Street, Crystal M.	13811 Nennig Court, Kiel
1159	Vassar, Cassie C.	W3123 County Road K, Random Lake

CHANGE OF AGENT

Sean Webb is replacing Daniel Duncan as agent effective immediately for Pick 'n Save located at 1317 N. 25th Street.

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1373	Allee, William D.	4454 S. 8 th Street
8863	Castillo, Ivan V.	1415 S. 17 th Street
9044	Ringel, Tammy L.	1105 Ontario Avenue
8860	Santana, Susan M.	2724 Main Avenue
1870	Staudinger, Edward G.	2113 N. 40 th Street
2538	Torres Cruz, Angel G.	4403 Primrose Court, Apt 101
2269	Wallgren, Paul A.	2335 Skyline Drive, Apt 2B

Consent.

MASSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2258	Curative Therapies LLC	2829 N. 15 th Street
2441	Darling Therapies	604 Erie Avenue
2792	Integrated Health Therapies	833 Pennsylvania Avenue

_____ 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

IX

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. January 7, 2019.

Your Committee to whom was referred Gen. Ord. No. 33-18-19 by Alderpersons Donohue and Sorenson amending various portions of Chapter 26 of the Municipal Code relating to fees for permits issued by the Building Inspection Division of the City of Sheboygan, and contractor's license application fees and re-examination fees; recommends approving the Ordinance.

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

~~A~~

62

Gen. Ord. No. 33 - 18 - 19. By Alderpersons Donohue and Sorenson.
December 17, 2018.

AN ORDINANCE amending various portions of Chapter 26 of the Municipal Code relating to fees for permits issued by the Building Inspection Division of the City of Sheboygan, and contractor's license application fees and re-examination fees.

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

Section 1. Subsection (22) of Section 26-38 of the Sheboygan Municipal Code entitled "Plan examination and permit fees" is hereby amended to read as follows:

"Sec. 26-38. *Plan examination and permit fees.*

The following are plan examination and permit fees assessed by the city:

. . .

(22) Permit to start construction of footing and foundation:

- 1. UDC Buildings 250.00
- 2. Early start - All other buildings 1000.00"

Section 2. Section 26-148 of the Sheboygan Municipal Code entitled "Applications" is hereby amended to read as follows:

"Sec. 26-148. *Applications.*

An applicant for a contractor's license and/or registration shall make application by filling in the printed forms which may be obtained from the building inspection division and paying a \$25.00 application fee for license and \$25.00 for registration."

Section 3. Section 26-150 of the Sheboygan Municipal Code entitled "Re-examination" is hereby amended to read as follows:

"Sec. 26-150. *Re-examination.*

Any person failing to pass a required examination may be re-examined after 60 days by filing the proper application with a \$25.00 examination fee."

AKPS approve

Section 4. 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.

Mylena Nowak
Jim Seaman

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. _____ - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting a claim from Christina Latifi for alleged unlawful Personal Property Tax for 2018 for Calumet Diner, Inc.

*finances
personnel*

CITY CLERK

22-18
MKC
DEC 28 '18 PM 2:03

HARRY'S DINER
2504 Calumet Drive
Sheboygan, WI 53083
(920) 458-5200

City Clerk's Office
828 Center Avenue
Sheboygan, Wi 53081

Re: Unlawful Tax of 2018 Personal Property Tax
Calumet Diner, Inc. Parcel #59281810037P

We believe we are unlawfully being charged additional Personal Property Tax for 2018.

I have attached the current Personal Property Tax bill for 2018 as well as the Personal Property Tax statement we filed March 2018.

Our values have not changed much. We did not purchase any additional equipment and as you can see our taxes have increased enormously. Our taxes in 2017 were \$523.94 and this year they are \$2,460.61. This is \$1,936.67 too much!

I request that you review this and I request a refund of the additional charges. We will be making the full payment before the due date.

If you need any additional information please contact me ASAP.

Thank you,



Christina Latifi
(920) 889-0635 - Cell

SH-10
10/10/10

CONFIDENTIAL
NO FORN DISSEM
NO UNCLASSIFIED
NO UNCLASSIFIED

CONFIDENTIAL
NO FORN DISSEM
NO UNCLASSIFIED

The following information is being furnished to you for your information only. It is not to be disseminated outside your agency without the express written approval of the originating agency.

This information is being furnished to you for your information only. It is not to be disseminated outside your agency without the express written approval of the originating agency.

We will be pleased to provide you with a copy of this information if you so desire.

This information is being furnished to you for your information only.

Very truly yours,



PERSONAL PROPERTY TAX BILL FOR 2018

Bill #: 158

Parcel #: 59281810037P

Alt. Parcel #:

CALUMET DINER, INC.
2504 CALUMET DR
SHEBOYGAN WI 53083-4539

CITY OF SHEBOYGAN

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

Total Due For Full Payment

By January 31, 2019
\$2,460.61

-- OR --

Pay First Installment

By January 31, 2019
\$2,460.61

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 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 locations in Sheboygan.	Wisconsin Bank & Trust Lobby 4210 Highway 42 North, Sheboygan	Bring tax bill and payment. Mon-Fri - 9:00 to 4:00
		656 S Taylor Drive, Sheboygan	No Sat collection.
		604 N 8th 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:
Dates Municipality Closed:
Online Payments:
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. 158
Correspondence should refer to parcel number
PARCEL#: 59281810037P

SEQ# 790

Property Address
2504 CALUMET DR

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Avg. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
Personal	Property	96,450	0.9048	Personal	Property	106,600	<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		1,666,451	1,683,104	115.54	0.00		2,460.61
SHEBOYGAN COUNTY		13,335,856	13,418,661	205.55	546.34		First Dollar Credit
CITY OF SHEBOYGAN		58,520,424	59,766,611	184.80	955.76		Lottery Credit
SHEBOYGAN		2,827,594	2,897,907	18.05	873.49		Net Property Tax
LTC					85.02		2,460.61
Total		76,350,325	77,766,283	523.94	2,460.61		
		First Dollar Credit					
		Lottery & Gaming Credit					
		Net Property Tax		523.94	2,460.61		
School taxes reduced by school levy tax credit		\$ 190.15	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)	0.025511878	TOTAL DUE FOR FULL PAYMENT
CALUMET DINER, INC. 2504 CALUMET DR SHEBOYGAN WI 53083-4539							PAY BY January 31, 2019
							\$ 2,460.61
							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.

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases
Taxing Jurisdiction
SHEBOYGAN

Total Additional Taxes Applied to Property 586,149.00
Total Additional Taxes Applied to Property 24.39
Year Increase Ends 2037

RETAIN THIS PORTION AS YOUR COPY

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PA-6853 (R, 6-15)

Due Date
Mar 1, 2018

2018 Prepared Statement of Personal Property

Subject to Assessment January 1, 2018

2018

Who must file: Every person, firm or corporation as defined in section 70.35 WI Statutes receiving from the assessor a return of personal property, must submit such return to the assessor on or before March 1. Once filed, this return becomes a confidential record of the assessor's office.

Failure to file: If you fail to file, your local assessor will estimate your property's value using the best information available. You will also be denied appeal rights with the Board of Review under state law Section 70.35(4) WI Statutes.

Property owner (or in his/her charge as agent, consignee, or other representative capacity):

 COPY

Calumet Diner, Inc.
d.b.a. Harry's Diner
2504 Calumet Dr
Sheboygan, WI 53083

- Sole proprietorship
- Partnership
- Corporation
- LLC
- LLP

FEIN: 90-0056349

Account # 59281810037

Property addr: 2504 Calumet Dr

Municipality: City of Sheboygan

County: Sheboygan

Business activity: Restaurant

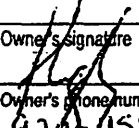
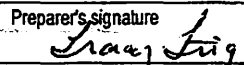
Status Change	<input type="checkbox"/> Business moved out of municipality (indicate new address on right)	New Owner	Name: _____
	<input type="checkbox"/> Business sold (indicate new owner & address to the right)		Address: _____
	<input type="checkbox"/> Business discontinued		City, ST, Zip: _____
	Date business status changed: _____		Phone: _____
			Email: _____

Schedule A - Summary of Personal Property as of January 1, 2018

Schedule A is the summary of all taxable personal property from Schedules B through H. The total of the column titled 'Assessable Property' is your declaration of personal property subject to tax within this municipality. Do not write "SALY" for "Same as Last Year"; forms must be filled out completely.

Property Description	Assessable Property
Boats and other watercraft (Schedule B)	\$
Furniture, fixtures and office equipment (Schedule D)	\$ 27066
Multifunction faxes, copiers, postage meters, phone systems, etc (Schedule D-2)	\$
Improvements on leased land (Schedule E)	\$
Supplies (Schedule G)	\$
Other personal property (Schedule H)	\$ 1110
Total assessable (may not include all buildings on leased land if assessor has not determined value)	\$ 28176

I, the undersigned declare under penalties of law that I have personally examined this return and its completed schedules. To the best of my knowledge and belief, this return is true, correct and complete.

Owner's name (please print) <u>Calumet Diner Inc</u>		Preparer's name (if other than owner) (please print) <u>Tracy L. Frig</u>	
Owner's mailing address (if different than above)		Preparer's mailing address <u>2504 Fourth St. Peru, IL 61354</u>	
Owner's signature 	Date signed <u>2-1-18</u>	Preparer's signature 	Date signed <u>2-1-18</u>
Owner's phone number <u>920-458-5360</u>	Owner's fax number	Preparer's phone number <u>815-224-2298</u>	Preparer's fax number
Owner's email address		Preparer's email address <u>tracy@mmt-cpa.com</u>	

Return to: assessor.pp@sheboyganwi.gov - or - City of Sheboygan Assessment Department, 828 Center Ave Ste 302 Sheboygan, WI 53081	If you have any questions about this form, please contact: Department Of Assessment (920)459-3388
--	---

Schedule B - Boats and Watercraft

Report all boats and watercraft subject to general property taxation. Review the *Composite Conversion Factors and Composite Useful Lives Table* at www.revenue.wi.gov/pages/report/p.aspx#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2018.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Conversion Factor	Declared Value on Jan 1, 2018
Use additional sheets of necessary					Total declared value (enter here and on Schedule A)

Schedule C - Machinery, Tools and Patterns

Report all machinery and shop equipment. Use the costs shown from your accounting records. Summarize the original asset costs by acquisition year as of January 1, 2017. Enter these costs in column 2. Enter any additions or deletions by acquisition year in column 3.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	column 3 Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2018
These assets are no longer reported.					
Total cost					

Schedule D - Furniture, Fixtures and Office Equipment

Report all furniture, fixtures and office equipment such as office, store and professional furniture, fixtures and equipment, business and professional libraries and other assets related to the sales and administration of your business. Original costs shown in columns 2 and 4 should include all costs of installation, freight, add-ons, and sales tax.

Year Asset Acquired	column 2 Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	column 3 Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	col 2 + col 3 = column 4 Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	column 5 Conversion Factor (10 year)	col 4 x col 5 Declared Value on Jan 1, 2018
2017	\$0	8334	8334	0.925	7709
2016				0.786	
2015				0.668	
2014				0.574	
2013	\$2,078		2078	0.497	1033
2012	\$5,646		5646	0.426	2405
2011				0.370	
2010				0.318	
2009	\$13,393		13393	0.270	3616
2008	\$7,661		7661	0.238	1823
Prior to '08	\$75,939		75939	0.138	10480
Total cost	\$104,717		Total declared value (enter here and on Schedule A)		27066

**Schedule D1 - Exempt Computer Equipment & Software (Owned),
Cash Registers & Single Function Fax Machines**

Do not report custom software. Report mainframe computers, minicomputers, personal computers, networked personal computers, servers, terminals, monitors, disk drives, electronic peripheral equipment, tape drives, printers, basic operational programs, systems software, prewritten software, ATMs, cash registers and single function fax machines. Review the *Computer Exemption Guidelines for Assessors and Property Owners* (www.revenue.wi.gov/pubs/stf/compexgd.pdf).

	<i>column 2</i>	<i>column 3</i>	<i>col 2 + col 3 = column 4</i>	<i>column 5</i>	<i>col 4 x col 5</i>
Year Asset Acquired	Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	Conversion Factor (4 year)	Declared Value on Jan 1, 2018
These assets are no longer reported.					
Total cost					

Note: Per state law (Sec 70.36(1M) Wisc Stats) any person, firm or corporation that fails to include information on exempt property under Section 70.11(39) and (39m) will owe \$10 for every \$100 or major fraction that is not reported (Sec 70.35 Wisc Stats).

Schedule D2 - Multifunction Faxes, Copiers, Postage Meters, Telephone Systems and Computerized Equipment

Report all multifunction fax machines, copiers, postage meters, telephone systems (PBXs) and equipment with embedded computerized components.

	<i>column 2</i>	<i>column 3</i>	<i>col 2 + col 3 = column 4</i>	<i>column 5</i>	<i>col 4 x col 5</i>
Year Asset Acquired	Total Original Installed Cost as of Jan 1, 2017 by Year Acquired	Additions, Disposals and Transfers During 2017 (Full Cost When Acquired)	Total Original Installed Cost as of Jan 1, 2018 by Year Acquired	Conversion Factor (6 year)	Declared Value on Jan 1, 2018
2017	\$0			0.875	0
2016				0.656	
2015				0.492	
2014				0.373	
2013				0.285	
2012				0.216	
Prior to '12				0.122	
Total cost				Total declared value (enter here and on Schedule A)	0

Schedule E - Buildings on Leased Land

Report buildings, structures and other improvements which you own, but which are located on land that you do not own. They will be valued in the same manner as improvements located on land that is owned by you.

Year Asset Acquired	Description of Building	Property Address	Value on Jan 1, 2018 (Determined by Assessor)
Use additional sheets if necessary			Total declared value (enter here and on Schedule A)

Schedule F - Leased Equipment (Property in Charge of But Not Owned)

Report all leased equipment such as business furniture, fixtures, equipment, machines, postage meters, tools, advertising devices and similar items loaned, leased, stored or otherwise held and not owned by you. Leased equipment will be assessed to the lessor (leasing company). Unlike all other schedules, the total value of all leased equipment is not reported on schedule A.

Name and Address of Leasing Company (Owner)	Lease Number	Type of Equipment	Year Installed	Full Value When Installed	Useful Life (Years)

Schedule G - Supplies

Report your supplies inventory. Report items that are in your possession on January 1, 2018 and are expensed and not subject to resale but are necessary in the conduct of business and are consumed in the operations of providing customer services. Supplies include items used for selling and advertising, office, shipping, medical, dental, janitorial and cleaning.

Total supplies inventory on Jan 1, 2018. Do not itemize. Enter here and on Schedule A.	
--	--

Schedule H - All Other Personal Property, Leasehold Improvements, Signs, Billboards, Logs and Forest Products, Improvements on Exempt, Forest Crop or Managed Forest Land

Report all leasehold improvements and other personal property not reported on other schedules: Report improvements on exempt land and privately owned structures, billboards, cable television towers or special taxed land. Leasehold improvements are any alterations, additions, or improvements, adding value, made by a tenant to leased or rented premises. Enter the total improvement cost in column 3. Also include logs and other forest products belonging to persons whose principal activity is not related to the buying, selling or manufacturing that type of property. Exclude merchant's or manufacturing stock.

Review the *Composite Conversion Factors and Composite Useful Lives Table* at www.revenue.wi.gov/pages/report/p.aspx#personal to determine the correct declared value or leave the declared value blank and we will look up the value for you. If the schedule is prefilled with information from last year, draw a line through any items disposed of prior to January 1, 2018.

Year Asset Acquired	Description of Asset	Cost When Acquired	Useful Life (Years)	Conversion Factor	Declared Value on Jan 1, 2018
2017	Repave parking lot	1200	10	.925	1110

Use additional sheets if necessary

Total declared value (enter here and on Schedule A)	1110
---	------

Rents

Please provide the following information for each location where you rent space. Use additional sheets if necessary.

Address of Property that You Rent	Area Rented (SF)	Annual Rent (\$)	Lease Begins	Lease Ends
2504 Calumet Dr				
If your rent is based on your sales, enter the % of sales you pay in rent: _____ % Enter the minimum rent: \$ _____				
Rent includes: <input type="checkbox"/> Electric <input type="checkbox"/> Heat <input type="checkbox"/> Parking <input type="checkbox"/> Real estate taxes <input type="checkbox"/> Common area maintenance <input type="checkbox"/> Other: _____				

III

R. O. No. _____ - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting a Summons and Complaint in the matter of Accurate Repair, LLC vs City of Sheboygan.

Finance +
Personnel

CITY CLERK

7:18 PM 1:21
DEC 17 '18 PM 1:22
FILED

12-13-2018

Sheboygan County

Clerk of Circuit Court

2018CV000671

Honorable Angela W. Sutkiewicz

Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703

Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083

CASE NO.:

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Pr... by Server
Date 12/17/18 Time: 1:20 am
 Personal Substitute
 Posted Corporate
v Government

Defendant.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as 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 20 days of receiving this Summons, you must respond with a written answer, as that term is used in Wis. Stat. ch. 802, 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 Sheboygan County Clerk of Courts, 615 North 6th Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, Plaintiff's attorneys, whose address is 909 North 8th Street, Suite 100, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

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

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

FILED
12-13-2018
Sheboygan County
Clerk of Circuit Court
2018CV000671
Honorable Angela W.
Sutkiewicz
Branch 3

STATE OF WISCONSIN: CIRCUIT COURT: SHEBOYGAN COUNTY

Case Code: 30703
Unclassified

ACCURATE REPAIRS, LLC
a Domestic Limited Liability Company
1509 North Ave.
Sheboygan, WI 53083-4614

CASE NO.:

Plaintiff,

vs.

CITY OF SHEBOYGAN
a Wisconsin Municipal Corporation
828 Center Avenue
Sheboygan, WI 53081

Defendant.

COMPLAINT

Plaintiff Accurate Repairs, LLC, through its attorneys, Rohde Dales LLP, as a Complaint against Defendant, states as follows:

1. Plaintiff Accurate Repairs, LLC ("Accurate Repairs"), is a Wisconsin Limited Liability Company with its principal place of business located at 1509 North Avenue, Sheboygan, Wisconsin.
2. Defendant City of Sheboygan ("the City") is a Wisconsin Municipal Corporation with its principal place of business located at 828 Center Avenue, Sheboygan, Wisconsin.
3. Accurate Repairs owns commercial real estate located at 1509 North Avenue, Sheboygan, Wisconsin.

4. On or about November 13, 2018, the City served a jurisdictional offer on Accurate Repairs. A copy of the jurisdictional offer is attached to this complaint as Exhibit A and is incorporated herein by reference.

5. The jurisdictional offer states that the City proposes to purchase a portion of Accurate Repairs's commercial real estate for Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollars (\$34,125.00).

6. Of the Thirty-Four Thousand One Hundred Twenty-Five and 00/100 Dollar (\$34,125.00) offer, a Twenty Thousand and 00/100 Dollar (\$20,000.00) portion is allocated to severance damages and a Fourteen Thousand One Hundred Twenty-Five Dollar (\$14,125.00) portion is allocated to the taking of a temporary limited easement.

7. The jurisdictional offer provides no payment for the market value of the property remaining after the partial taking of Accurate Repairs's property.

8. The City's taking of the portion of Accurate Repairs's property described in the jurisdictional offer will make the rest of Accurate Repairs's property an uneconomic remnant because the property remaining is of such size, shape, or condition as to be of little value or of substantially impaired economic viability.

9. Per Wis. Stat. § 32.05(3m) and *Waller v. American Transmission Co., LLC*, 2013 WI 77, 350 Wis. 2d 242, the City must offer to purchase the remaining portion of Accurate Repairs's property.

10. The city has failed to do so, as the jurisdictional offer provides no payment for the market value of the property remaining (that is, the uneconomic remnant) after the partial taking of Accurate Repairs's property.

WHEREFORE, Plaintiff Accurate Repairs, LLC, demands judgment against Defendant City of Sheboygan, as follows:

- A. For an order declaring that the portion of the Plaintiff's property not covered by the Defendant's jurisdictional offer is an uneconomic remnant and requiring the Defendant to condemn the entirety of the Plaintiff's property and pay just compensation therefor;
- B. For litigation expenses pursuant to Wis. Stat. § 32.28;
- C. For costs and disbursements of this action; and
- D. For such other and further relief as the court deems just and equitable.

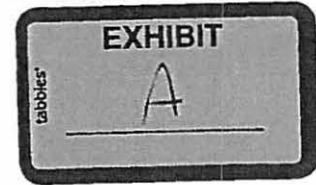
PLAINTIFF HEREIN DEMANDS TRIAL BY A 6-PERSON JURY.

Dated this 13th day of December, 2018.

ROHDE DALES LLP

By: s/Kyle Borkenhagen
A Member of the Firm
State Bar No. 1084544
Attorneys for Plaintiff
kborkenhagen@rohdedales.com

P.O. Address:
909 North 8th Street, Suite 100
Sheboygan, WI 53081
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

**JURISDICTIONAL OFFER**

Ipa1786 09/2011 (Replaces 3029) s.32.05 Wis. Stats.

Date

November 13, 2018

To

Accurate Repairs Acquisition, LLC, Bank First National hereinafter referred to as Owner.

Relocation Order Date	Relocation Order	County	Public Purpose for Property
July 27, 2018	Filed in the office of the County Clerk	Sheboygan	North Ave. Reconstruction

City of Sheboygan hereinafter referred to as Purchaser, offers to purchase a parcel of real estate and/or rights therein in which you own an interest all as particularly described on attached page, and agrees to pay the sum of:

Thirty Four Thousand One Hundred Twenty Five and no/100 dollars | \$ 34,125.00
 within 60 days from the acceptance of this offer.

- A. The said property, and/or rights as described, are required by the City of Sheboygan for the public purpose stated above, as more fully described in City of Sheboygan Relocation Order, date and place of filing specified above. The City of Sheboygan in good faith intends to use the above-described property for such public purpose.
- B. The City of Sheboygan proposes to occupy and the Owner will vacate the premises on December 11, 2018 (date).
- C. Pursuant to s.32.05(3)(d) Wis. Stats., the above purchase price is allocated as follows:
- | | |
|---|--------------|
| (a) Loss of land, including improvements and fixtures actually being acquired | \$ |
| (b) Damages caused by loss of existing rights of access | \$ |
| (c) Damages caused by loss of air rights | \$ |
| (d) Damages caused by loss of legal nonconforming use | \$ |
| (e) Damages resulting from actual severance of land including damages resulting from severance of improvements or fixtures and proximity damage to improvements remaining on Owner's land | \$ 20,000.00 |
| (f) Damages to property abutting on a highway right of way due to change of grade | \$ |
| (g) Cost of fencing reasonably necessary to separate land taken from remainder | \$ |
| (h) Market value of uneconomic remnant | \$ |
| (i) Other – Temporary Limited Easement, Highway Easement, Paving | \$ 14,125.00 |
- Compensation for additional items of damage listed in s.32.19 Wis. Stats. has not been included. If any such items are shown to exist the owner may file claims as provided in s.32.20 Wis. Stats.
- D. The purchase price is based upon an appraisal of the owner's property of which a copy of the appraisal report has been provided to the owner.
- E. Owner has 20 days from the date of personal service of this offer, if personally served, or 20 days from the date of postmark of the certified mail envelope transmitting this offer, if transmitted by mail, or 20 days from the date of publication of this offer, if published, in which to accept this offer, unless such time is extended by mutual written consent of Owner and Purchaser. Acceptance shall be as follows: Owner must execute the acceptance clause on back of this offer on or prior to December 4, 2018; and the offer and acceptance must be delivered to Purchaser at 2026 New Jersey Ave., Sheboygan, WI 53081 not later than regular office closing time on December 4, 2018, or mailed to Purchaser at the last above stated address in an addressed, postage prepaid envelope bearing postmark of not later than 12:00 midnight on December 4, 2018.
- F. If the Owner does not accept this offer as set forth, Owner has 40 days from the date of service, postmark or publication of this offer to commence a court action to contest the right of condemnation as provided in s.32.05(5) Wis. Stats. provided that the acceptance and retention of any compensation resulting from an award made prior to the commencement of such an action shall be an absolute bar to such action.
- G. If owner agrees to accept the Jurisdictional Offer, it is considered a negotiated purchase; therefore, the condemnor must record the conveyance with the Register of Deeds in the county where the land is located. Also, all owners of record should receive by certified mail a copy of the conveyance and a notice of their right to appeal within 6 months after the

date of the recording of the conveyance. Such an appeal would challenge the amount of compensation received by the property owner from an accepted Jurisdictional Offer.

- H. Owner has 2 years from the date of the recording of an award, as described in s.32.05(7) Wis. Stats., in the office of the Register of Deeds in which to appeal for greater compensation without prejudice to Owner's right to use the compensation given to Owner by the award. Owner's right of appeal is subject to the provisions of s.32.05(9)(a) and (11), Wis. Stats.
- I. The law provides for the payment of litigation expenses by the condemner and these costs are defined in Ch. 814 of Wisconsin Statutes.
- J. If this offer is accepted by Owner, the transfer of title shall be accomplished within 60 days after acceptance including the payment to Owner of said purchase price, provided however, that notwithstanding any provision herein to the contrary, said 60-day period may, at the request of the Owner, be extended by mutual written agreement of the Owner and Purchaser.
- K. This offer may be withdrawn by Purchaser at any time prior to its acceptance by Owner.
- L. Real estate taxes for the current year shall be prorated as of the date of proposed occupancy set forth, said proration to be based upon the latest available tax assessment.
- M. Purchaser will prepare necessary instruments to accomplish said transfer. Transfer shall be by Warranty Deed unless a lesser conveyance is accepted by Purchaser. Transfer shall be free of defects and encumbrances but subject to ordinances and restrictions of record.
- N. If all persons or entities designated as Owner do not accept this offer within the time specified, this offer will be deemed to have been rejected by all such persons or entities notwithstanding the acceptance by one or more of such persons or entities.
- O. Included in the purchase price is payment in full for the acquisition of the following items now on the described property: Description on additional page(s).
- P. This offer, if accepted by Owner, shall constitute a binding contract.

Randy Moss
Moss & Associates, LLC
Negotiator/Consultant for City of Sheboygan
 Title

If owner is not a firm or corporation, check and sign here:

Accepted Rejected

If owner is a firm or corporation, check and sign here:

Accepted Rejected

Accurate Repairs Acquisition, LLC
 Name of firm or corporation

 Officer Signature Date

 Title

 Officer Signature Date

 Title

Owner Signature Date

 Owner Signature Date

 Owner Signature Date

 Owner Signature Date

Legal Description**Highway Easement:**

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin containing 0.013 acres of land and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N24°03'49"W, 54.09 feet to the South right-of-way line of North Avenue; Thence, S89°33'59"E, 22.27 feet along said North right-of-way line to the East line of said Lot 41; Thence, S00°15'11"W, 49.22 feet along said East line to the Point of Beginning.

Temporary Limited Easement:

A part of Lot 41 J. Schubert's Subdivision, located in the Northwest ¼ of the Northeast ¼ of Section 15, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and described as follows:

Beginning at the Southeast corner of said Lot 41; Thence, N 89° 44' 49" W, 5.00 feet along the South line of said Lot 41; Thence, N 24° 39' 56" W, 41.39 feet; Thence N 89° 33' 59" W, 27.60 feet to the start of a 444.41 foot radius curve to the right; Thence 50.08 feet along the arc of said curve with a chord distance of 50.05 feet which bears N 86° 20' 18" W; Thence N 00° 15' 11" E, 12.25 to the South right-of-way line of North Avenue and the start of a 378.50 foot radius curve to the left; Thence 50.17 feet along the arc of said curve and said North right-of-way line with a chord distance of 50.14 feet which bears S 85° 46' 12" E; Thence, S 89° 33' 59" E, 49.98 feet along said North right-of-way line to the East line of said Lot 41; Thence, S 00° 15' 11" W, 49.22 feet along said East line to the Point of Beginning.

Containing 0.037 acres of land more or less

This easement shall terminate upon completion of the construction project for which this instrument is given.

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

Accurate Repairs, LLC vs. City of Sheboygan

**Electronic Filing
Notice**

Case No. 2018CV000671

Class Code: Unclassified

FILED**12-13-2018****Sheboygan County****Clerk of Circuit Court****2018CV000671****Honorable Angela W.****Sutkiewicz****Branch 3**

CITY OF SHEBOYGAN
828 CENTER AVENUE
SHEBOYGAN WI 53081

Case number 2018CV000671 was electronically filed with/converted by the Sheboygan County Clerk of 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 as 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: fdeba5

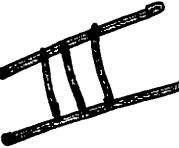
Unless you register as an electronic party, you will be served with traditional paper documents by other parties and by the court. You must file and serve traditional paper documents.

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 14, 2018



Res. No. - 18 - 19. By Alderpersons Rindfleisch and Bohren.
January 7, 2019.

A RESOLUTION expressing the sense of the council that the appropriate City Officials should take the necessary steps to demolish the armory (including obtaining a demolition permit), abate the remaining asbestos materials, dispose of the demolition waste, and complete restoration of the site.

WHEREAS, the City of Sheboygan has a desire to contract for demolition of the Sheboygan Municipal Auditorium and Armory in order to clear the site for future development opportunities; and

WHEREAS, the City issued a Request for Bids for the work to include abatement of the remaining asbestos, demolition of the building and other improvements followed by restoration of the site and received bids from several qualified contractors; and

WHEREAS, to that end, the City has a desire to enter into contract for the work with the lowest responsive bidder so that work may begin as soon as possible; and

WHEREAS, the bid submitted by Best Enterprises, LLC of DePere WI in the amount of \$319,500.00 meets or exceeds all of the requirements and could start as early as January 31, 2019. The anticipated duration of the project is 120 days; and

WHEREAS, additional anticipated costs for completing the demolition include a \$5,000 allowance for a third party civil engineering firm (yet to be determined or contracted) to provide compaction testing of the backfilled basement areas in order to assure that the site will be "shovel ready" for potential future development, and a modest five-percent contingency in the amount of \$15,975.00 for unexpected or unanticipated conditions encountered during the demolition process; and

WHEREAS, the demolition contract, once negotiated, will require council approval, due to its size; and

WHEREAS, in order to preserve the amount of the bid, action must be taken quickly to obtain a demolition permit prior to the issuance of the contract, as the issuance of said permit initiates the process by which the historic preservation commission has the opportunity to stay the demolition in order to determine whether opportunities remain to preserve the building on the site; and

*Finances
Personnel*

WHEREAS, it is the sense of the council that the best way to balance the historic preservation process without jeopardizing the amount of the bids obtained is for the City to obtain the demolition permit as soon as possible, prior to approval of the demolition contract.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to obtain a demolition permit for the demolition of the Armory building.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to negotiate a contract with Best Enterprises, LLC of DePere WI for the provision and complete demolition of the Sheboygan Municipal Auditorium and Armory in the amount of \$319,500.00, with an additional allowance of \$20,975.00 for third party testing and a modest contingency.

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted demolition, associated third party testing and a contingency having a total cost of \$340,475.00.

42661100-611200 TID 16 Capital Project Fund - Land Improvements

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

III

Res. No. _____ - 18 - 19. By Alderpersons Rindfleisch and Bohren.
January 7, 2019.

A RESOLUTION authorizing the Director of Planning and Development to enter into a listing contract with CBRE to provide real estate services for the SouthPointe Enterprise Campus.

WHEREAS, City staff released a request for proposals to eleven commercial brokerage firms in Wisconsin and received two proposals from CBRE and the Dickman Company; and

WHEREAS, after conducting interviews with the two firms, city staff recommends proceeding with CBRE to provide real estate services for SouthPointe Enterprise Campus based on a brokerage fee equal to eight percent (8%) of the sale price.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes the Director of Planning and Development to enter into the attached listing contract with CBRE for real estate services for a period of three years for the SouthPointe Enterprise Campus.

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

WB-3 VACANT LAND LISTING CONTRACT - EXCLUSIVE RIGHT TO SELL

1 **SELLER GIVES THE FIRM THE EXCLUSIVE RIGHT TO SELL THE PROPERTY ON THE FOLLOWING TERMS:**
2 ■ **PROPERTY DESCRIPTION:** Street address is: Southpointe Enterprise Campus
3 in Section _____ in the City of Sheboygan, County of Sheboygan,
4 Wisconsin. Insert additional description, if any, at lines 313-317 or attach as an addendum per lines 318-319.
5 ■ **INCLUDED IN LIST PRICE:** Seller is including in the list price the Property, Fixtures not excluded on lines 8-9, and
6 the following items: _____
7 _____
8 ■ **NOT INCLUDED IN LIST PRICE:** _____
9 _____
10 **CAUTION: Identify Fixtures to be excluded by Seller or which are rented and will continue to be owned by the**
11 **lessor. (See lines 239-244).**
12 ■ **LIST PRICE:** _____ Dollars (\$ See Addendum).
13 ■ **GOVERNMENTAL AND CONSERVATION PROGRAMS:** ~~Seller represents that all or some of the Property is~~
14 ~~enrolled in the following governmental conservation, farmland, environmental, land use or use restricting programs,~~
15 ~~agreements or conservation easements, (county, state or federal): _____~~
16 _____
17 ■ **USE VALUE ASSESSMENT:** ~~Seller represents that (all or some of the Property) (none of the Property)~~ **STRIKE ONE**
18 ~~has been assessed as agricultural property under use value law.~~
19 ■ **SPECIAL ASSESSMENTS:** ~~Seller represents that the Property is subject to the following special assessments:~~
20 _____
21 ■ **SPECIAL ZONING, LAND USE OR DEVELOPMENT RESTRICTIONS:** ~~Seller represents that the Property is subject~~
22 ~~to the following special zoning, land use, development restrictions or other conditions affecting the Property:~~
23 _____
24 ■ **RIGHT OF FIRST REFUSAL:** There (is) (is not) **STRIKE ONE** a right of first refusal on part or all of the Property.
25 ■ **ZONING:** Seller represents that the property is zoned: _____
26 ■ **UTILITY CONNECTIONS:** Seller represents that the locations of the following utility connections are as follows:
27 (e.g. at the lot line, on the property, across the street, unknown, unavailable, etc.): electricity _____
28 _____; gas _____; municipal sewer _____;
29 municipal water _____; telephone _____;
30 cable _____; other _____
31 **MARKETING** Seller authorizes and the Firm and its agents agree to use reasonable efforts to market the Property.
32 Seller agrees that the Firm and its agents may market Seller's personal property identified on lines 5-7 during the term
33 of this Listing. The marketing may include: See Addendum #1
34 _____ . The Firm and its agents may advertise the following
35 special financing and incentives offered by Seller: N/A
36 _____ . Seller has a duty to cooperate with the marketing efforts of the Firm and its agents. See
37 lines 174-180 regarding the Firm's role as marketing agent and Seller's duty to notify the Firm of any potential buyer
38 known to Seller. Seller agrees that the Firm and its agents may market other properties during the term of this Listing.
39 **CAUTION: Limiting the Firm's cooperation with other firms may reduce the marketability of the Property.**
40 **EXCLUSIONS** All persons who may acquire an interest in the Property who are Protected Buyers under a prior listing
41 contract are excluded from this Listing to the extent of the prior firm's legal rights, unless otherwise agreed to in writing.
42 Within seven days of the date of this Listing, Seller agrees to deliver to the Firm a written list of all such Protected Buyers.
43 **NOTE: If Seller fails to timely deliver this list to the Firm, Seller may be liable to the Firm for damages and costs.**
44 The following other buyers _____
45 _____ are excluded from this Listing until _____
46 **[INSERT DATE].** These other buyers are no longer excluded from this Listing after the specified date unless, on or before
47 the specified date, Seller has either accepted a written offer from the buyer or sold the Property to the buyer.
48 **COMPENSATION TO OTHERS** ~~The Firm offers the following commission to cooperating firms: See Addendum #1~~
49 _____ . (Exceptions if any): _____
50 **COMMISSION** ~~The Firm's commission shall be See Addendum #1~~
51 _____
52 ■ **EARNED:** Seller shall pay the Firm's commission, which shall be earned, if, during the term of this Listing:
53 1) Seller sells or accepts an offer which creates an enforceable contract for the sale of all or any part of the Property;
54 2) Seller grants an option to purchase all or any part of the Property which is subsequently exercised;
55 3) Seller exchanges or enters into a binding exchange agreement on all or any part of the Property;
56 4) A transaction occurs which causes an effective change in ownership or control of all or any part of the Property; or

57 5) ~~A ready, willing and able buyer submits a bona fide written offer to Seller or the Firm for the Property at, or above,~~
 58 ~~the list price and on substantially the same terms set forth in this Listing and the current WB-13 Vacant Land Offer~~
 59 ~~to Purchase, even if Seller does not accept the buyer's offer. A buyer is ready, willing and able when the buyer~~
 60 ~~submitting the written offer has the ability to complete the buyer's obligations under the written offer.~~

61 The Firm's commission shall be earned if, during the term of the Listing, one owner of the Property sells, conveys,
 62 exchanges or options, as described above, an interest in all or any part of the Property to another owner, except by
 63 divorce judgment.

64 ■ **DUE AND PAYABLE:** Once earned, the Firm's commission is due and payable in full at ~~the earlier of closing or the date~~
 65 ~~set for closing, even if the transaction does not close, unless otherwise agreed in writing.~~

66 ■ **CALCULATION:** A percentage commission shall be calculated based on the following, if earned above:

- 67 • Under 1) or 2) the total consideration between the parties in the transaction.
- 68 • Under 3) or 4) the list price if the entire Property is involved.
- 69 • Under 3) if the exchange involves less than the entire Property or under 4) if the effective change in ownership or
- 70 control involves less than the entire Property, the fair market value of the portion of the Property exchanged or for
- 71 which there was an effective change in ownership or control.
- 72 • Under 5) the total offered purchase price.

73 **NOTE: If a commission is earned for a portion of the Property it does not terminate the Listing as to any remaining**
 74 **Property.**

75 **BUYER FINANCIAL CAPABILITY** The Firm and its agents are not responsible under Wisconsin statutes or regulations to
 76 qualify a buyer's financial capability. If Seller wishes to confirm a buyer's financial capability, Seller may negotiate inclusion of
 77 a contingency for financing, proof of funds, qualification from a lender, sale of buyer's property, or other confirmation in any
 78 offer to purchase or contract.

79 **LIEN NOTICE** The Firm has the authority under section 779.32 of the Wisconsin Statutes to file a lien for commissions
 80 or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial
 81 real estate, if any, that is the subject of this Listing. "Commercial real estate" includes all real estate except (a) real
 82 property containing 8 or fewer dwelling units, (b) real property that is zoned for residential purposes and that does not
 83 contain any buildings or structures, and (c) real property that is zoned for agricultural purposes.

84 **DISCLOSURE TO CLIENTS**

85 Under Wisconsin law, a brokerage firm (hereinafter firm) and its brokers and salespersons (hereinafter agents) owe
 86 certain duties to all parties to a transaction:

- 87 (a) The duty to provide brokerage services to you fairly and honestly.
- 88 (b) The duty to exercise reasonable skill and care in providing brokerage services to you.
- 89 (c) The duty to provide you with accurate information about market conditions within a reasonable time if you request it,
 90 unless disclosure of the information is prohibited by law.
- 91 (d) The duty to disclose to you in writing certain Material Adverse Facts about a property, unless disclosure of the
 92 information is prohibited by law. (See lines 245-248.)
- 93 (e) The duty to protect your confidentiality. Unless the law requires it, the firm and its agents will not disclose your
 94 confidential information or the confidential information of other parties. (See lines 151-166.)
- 95 (f) The duty to safeguard trust funds and other property the firm or its agents holds.
- 96 (g) The duty, when negotiating, to present contract proposals in an objective and unbiased manner and disclose the
 97 advantages and disadvantages of the proposals.

98 **BECAUSE YOU HAVE ENTERED INTO AN AGENCY AGREEMENT WITH A FIRM, YOU ARE THE FIRM'S CLIENT.**
 99 **A FIRM OWES ADDITIONAL DUTIES TO YOU AS A CLIENT OF THE FIRM:**

- 100 (a) The firm or one of its agents will provide, at your request, information and advice on real estate matters that affect
 101 your transaction, unless you release the firm from this duty.
 - 102 (b) The firm or one of its agents must provide you with all material facts affecting the transaction, not just Adverse
 103 Facts.
 - 104 (c) The firm and its agents will fulfill the firm's obligations under the agency agreement and fulfill your lawful requests
 105 that are within the scope of the agency agreement.
 - 106 (d) The firm and its agents will negotiate for you, unless you release them from this duty.
 - 107 (e) The firm and its agents will not place their interests ahead of your interests. The firm and its agents will not, unless
 108 required by law, give information or advice to other parties who are not the firm's clients, if giving the information or
 109 advice is contrary to your interests.
- 110 If you become involved in a transaction in which another party is also the firm's client (a "multiple representation
 111 relationship"), different duties may apply.

112 **MULTIPLE REPRESENTATION RELATIONSHIPS AND DESIGNATED AGENCY**

113 ■ A multiple representation relationship exists if a firm has an agency agreement with more than one client who is a
 114 party in the same transaction. If you and the firm's other clients in the transaction consent, the firm may provide services
 115 through designated agency, which is one type of multiple representation relationship.

116 ■ Designated agency means that different agents with the firm will negotiate on behalf of you and the other client or
117 clients in the transaction, and the firm's duties to you as a client will remain the same. Each agent will provide
118 information, opinions, and advice to the client for whom the agent is negotiating, to assist the client in the negotiations.
119 Each client will be able to receive information, opinions, and advice that will assist the client, even if the information,
120 opinions, or advice gives the client advantages in the negotiations over the firm's other clients. An agent will not reveal
121 any of your confidential information to another party unless required to do so by law.

122 ■ If a designated agency relationship is not authorized by you or other clients in the transaction you may still authorize
123 or reject a different type of multiple representation relationship in which the firm may provide brokerage services to more
124 than one client in a transaction but neither the firm nor any of its agents may assist any client with information, opinions,
125 and advice which may favor the interests of one client over any other client. Under this neutral approach, the same
126 agent may represent more than one client in a transaction.

127 ■ If you do not consent to a multiple representation relationship the firm will not be allowed to provide brokerage
128 services to more than one client in the transaction.

129 **CHECK ONLY ONE OF THE THREE BELOW:**

130 The same firm may represent me and the other party as long as the same agent is not representing us
131 both. (multiple representation relationship with designated agency)

132 The same firm may represent me and the other party, but the firm must remain neutral regardless if one or
133 more different agents are involved. (multiple representation relationship without designated agency)

134 The same firm cannot represent both me and the other party in the same transaction. (I reject multiple
135 representation relationships)

136 **NOTE: All clients who are parties to this agency agreement consent to the selection checked above. You may**
137 **modify this selection by written notice to the firm at any time. Your firm is required to disclose to you in your**
138 **agency agreement the commission or fees that you may owe to your firm. If you have any questions about the**
139 **commission or fees that you may owe based upon the type of agency relationship you select with your firm,**
140 **you should ask your firm before signing the agency agreement.**

141 **SUBAGENCY**

142 Your firm may, with your authorization in the agency agreement, engage other firms (subagent firms) to assist your firm by
143 providing brokerage services for your benefit. A subagent firm and the agents associated with the subagent firm will not put
144 their own interests ahead of your interests. A subagent firm will not, unless required by law, provide advice or opinions to
145 other parties if doing so is contrary to your interests.

146 **PLEASE REVIEW THIS INFORMATION CAREFULLY. An agent can answer your questions about brokerage**
147 **services, but if you need legal advice, tax advice, or a professional home inspection, contact an attorney, tax**
148 **advisor, or home inspector.**

149 This disclosure is required by section 452.135 of the Wisconsin statutes and is for information only. It is a plain language
150 summary of the duties owed to you under section 452.133 (2) of the Wisconsin statutes.

151 ~~■ CONFIDENTIALITY NOTICE TO CLIENTS: The Firm and its agents will keep confidential any information given to~~
152 ~~the Firm or its agents in confidence, or any information obtained by the Firm and its agents that a reasonable person~~
153 ~~would want to be kept confidential, unless the information must be disclosed by law or you authorize the Firm to~~
154 ~~disclose particular information. The Firm and its agents shall continue to keep the information confidential after the Firm~~
155 ~~is no longer providing brokerage services to you.~~

156 The following information is required to be disclosed by law:

- 157 1) Material Adverse Facts, as defined in section 452.01 (5g) of the Wisconsin statutes (see lines 245-248).
- 158 2) Any facts known by the Firm and its agents that contradict any information included in a written inspection report on
159 the property or real estate that is the subject of the transaction.

160 To ensure that the Firm and its agents are aware of what specific information you consider confidential, you may list that
161 information below (see lines 163-164). At a later time, you may also provide the Firm with other information you
162 consider to be confidential.

163 **CONFIDENTIAL INFORMATION: See Addendum #1 for Confidentiality Notice**
164 _____

165 **NON-CONFIDENTIAL INFORMATION (The following may be disclosed by the Firm and its agents):** _____
166 _____

167 **COOPERATION, ACCESS TO PROPERTY OR OFFER PRESENTATION** The parties agree that the Firm and its
168 agents will work and cooperate with other firms and agents in marketing the Property, including firms acting as
169 subagents (other firms engaged by the Firm - see lines 141-145) and firms representing buyers. Cooperation includes
170 providing access to the Property for showing purposes and presenting offers and other proposals from these firms to
171 Seller. Note any firms with whom the Firm shall not cooperate, any firms or agents or buyers who shall not be allowed to
172 attend showings, and the specific terms of offers which should not be submitted to Seller: _____
173 _____

174 **SELLER COOPERATION WITH MARKETING EFFORTS** Seller agrees to cooperate with the Firm in the Firm's
 175 marketing efforts and to provide the Firm with all records, documents and other material in Seller's possession or control
 176 which are required in connection with the sale. Seller authorizes the Firm to do those acts reasonably necessary to
 177 effect a sale and Seller agrees to cooperate fully with these efforts which may include use of a multiple listing service,
 178 Internet advertising or a lockbox system at the Property. Seller shall promptly refer all persons making inquiries
 179 concerning the Property to the Firm and notify the Firm in writing of any potential buyers with whom Seller negotiates or
 180 who view the Property with Seller during the term of this Listing.

181 **LEASED PROPERTY** If Property is currently leased and lease(s) will extend beyond closing, Seller shall assign Seller's
 182 rights under the lease(s) and transfer all security deposits and prepaid rents (subject to agreed upon prorations) thereunder
 183 to buyer at closing. Seller acknowledges that Seller remains liable under the lease(s) unless released by tenant(s).
 184 **CAUTION: Seller should consider obtaining an indemnification agreement from buyer for liabilities under the**
 185 **lease(s) unless released by tenants.**

186 **DISPUTE RESOLUTION** The Parties understand that if there is a dispute about this Listing or an alleged breach, and
 187 the parties cannot resolve the dispute by mutual agreement, the parties may consider judicial resolution in court or may
 188 consider alternative dispute resolution. Alternative dispute resolution may include mediation and binding
 189 arbitration. Should the parties desire to submit any potential dispute to alternative dispute resolution, it is recommended
 190 that the parties add such in Additional Provisions or in an Addendum.

191 **EXTENSION OF LISTING** The Listing term is extended for a period of one year as to any Protected Buyer. Upon
 192 receipt of a written request from Seller or a firm that has listed the Property, the Firm agrees to promptly deliver to Seller
 193 a written list of those buyers known by the Firm and its agents to whom the extension period applies. Should this Listing
 194 be terminated by Seller prior to the expiration of the term stated in this Listing, this Listing shall be extended for
 195 Protected Buyers, on the same terms, for one year after the Listing is terminated (lines 196-204).

196 **TERMINATION OF LISTING** Neither Seller nor the Firm has the legal right to unilaterally terminate this Listing absent a
 197 material breach of contract by the other party. Seller understands that the parties to the Listing are Seller and the Firm.
 198 Agents for the Firm do not have the authority to enter into a mutual agreement to terminate the Listing, amend the
 199 commission amount or shorten the term of this Listing, without the written consent of the agent(s)' supervising broker. Seller
 200 and the Firm agree that any termination of this Listing by either party before the date stated on line 321 shall be
 201 effective by the Seller only if stated in writing and delivered to the Firm in accordance with lines 290-312 and effective
 202 by the Firm only if stated in writing by the supervising broker and delivered to Seller in accordance with lines 290-312.
 203 **CAUTION: Early termination of this Listing may be a breach of contract, causing the terminating party to**
 204 **potentially be liable for damages.**

205 **VACANT LAND DISCLOSURE REPORT** ~~Seller agrees to complete the vacant land disclosure report provided by the~~
 206 ~~Firm to the best of Seller's knowledge. Seller agrees to amend the report should Seller learn of any Defect(s) after~~
 207 ~~completion of the report but before acceptance of a buyer's offer to purchase. Seller authorizes the Firm and its agents to~~
 208 ~~distribute the report to all interested parties and agents inquiring about the Property and Seller acknowledges that the~~
 209 ~~Firm and its agents have a duty to disclose all Material Adverse Facts as required by law.~~

210 **SELLER REPRESENTATIONS REGARDING DEFECTS** ~~Seller represents to the Firm that as of the date of this Listing,~~
 211 ~~Seller has no notice or knowledge of any Defects affecting the Property other than those noted on the vacant land~~
 212 ~~disclosure report.~~

213 **WARNING: IF SELLER REPRESENTATIONS ARE INCORRECT OR INCOMPLETE, SELLER MAY BE LIABLE FOR**
 214 **DAMAGES AND COSTS.**

215 **OPEN HOUSE AND SHOWING RESPONSIBILITIES** Seller is aware that there is a potential risk of injury, damage
 216 and/or theft involving persons attending an "individual showing" or an "open house." Seller accepts responsibility for
 217 preparing the Property to minimize the likelihood of injury, damage and/or loss of personal property. Seller agrees to
 218 hold the Firm and its agents harmless for any losses or liability resulting from personal injury, property damage, or theft
 219 occurring during "individual showings" or "open houses" other than those caused by the negligence or intentional
 220 wrongdoing of the Firm and its agents. Seller acknowledges that individual showings and open houses may be
 221 conducted by licensees other than agents of the Firm, that appraisers and inspectors may conduct appraisals and
 222 inspections without being accompanied by agents of the Firm or other licensees, and that buyers or licensees may be
 223 present at all inspections and testing and may photograph or videotape Property unless otherwise provided for in
 224 additional provisions at lines 313-317 or in an addendum per lines 318-319.

225 **DEFINITIONS**

226 ■ **ADVERSE FACT:** An "Adverse Fact" means any of the following:

- 227 a) A condition or occurrence that is generally recognized by a competent licensee as doing any of the following:
- 228 1) Significantly and adversely affecting the value of the Property;
 - 229 2) Significantly reducing the structural integrity of improvements to real estate; or
 - 230 3) Presenting a significant health risk to occupants of the Property.

- 231 b) Information that indicates that a party to a transaction is not able to or does not intend to meet his or her obligations
 232 under a contract or agreement made concerning the transaction.
- 233 ■ **DEADLINES - DAYS:** Deadlines expressed as a number of "days" from an event are calculated by excluding the day the
 234 event occurred and by counting subsequent calendar days.
- 235 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that
 236 would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or
 237 replaced would significantly shorten or adversely affect the expected normal life of the premises.
- 238 ■ **FIRM:** "Firm" means a licensed sole proprietor broker or a licensed broker business entity.
- 239 ■ **FIXTURES:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as
 240 to be treated as part of the real estate, including, without limitation, physically attached items not easily removable
 241 without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures,
 242 including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees; and fences; storage buildings
 243 on permanent foundations and docks/piers on permanent foundations.
- 244 **CAUTION: Annual crops are not part of the purchase price unless otherwise agreed.**
- 245 ■ **MATERIAL ADVERSE FACT:** A "Material Adverse Fact" means an Adverse Fact that a party indicates is of such
 246 significance, or that is generally recognized by a competent licensee as being of such significance to a reasonable
 247 party, that it affects or would affect the party's decision to enter into a contract or agreement concerning a transaction or
 248 affects or would affect the party's decision about the terms of such a contract or agreement.
- 249 ■ **PERSON ACTING ON BEHALF OF BUYER:** "Person Acting on Behalf of Buyer" shall mean any person joined in interest
 250 with buyer, or otherwise acting on behalf of buyer, including but not limited to buyer's immediate family, agents, employees,
 251 directors, managers, members, officers, owners, partners, incorporators and organizers, as well as any and all corporations,
 252 partnerships, limited liability companies, trusts or other entities created or controlled by, affiliated with or owned by buyer, in
 253 whole or in part whether created before or after expiration of this Listing.
- 254 ■ **PROPERTY:** Unless otherwise stated, "Property" means all property included in the list price as described on lines 2-4.
- 255 ■ **PROTECTED BUYER:** Means a buyer who personally, or through any Person Acting on Behalf of Buyer, during the term of
 256 this Listing:
- 257 1) Delivers to Seller or the Firm or its agents a written offer to purchase, exchange or option on the Property during the term
 258 of this Listing;
 - 259 2) Views the Property with Seller or negotiates directly with Seller by communicating with Seller regarding any potential
 260 terms upon which the buyer might acquire an interest in the Property; or
 - 261 3) Attends an individual showing of the Property or communicates with agents of the Firm or cooperating firms regarding
 262 any potential terms upon which the buyer might acquire an interest in the Property, but only if the Firm or its agents
 263 deliver the buyer's name to Seller, in writing, no later than three days after the earlier of expiration or termination (lines
 264 196-204) of the Listing. The requirement in 3), to deliver the buyer's name to Seller in writing, may be fulfilled as follows:
 - 265 a) If the Listing is effective only as to certain individuals who are identified in the Listing, by the identification of the
 266 individuals in the Listing; or,
 - 267 b) If a buyer has requested that the buyer's identity remain confidential, by delivery of a written notice identifying the firm
 268 or agents with whom the buyer negotiated and the date(s) of any individual showings or other negotiations.
- 269 A Protected Buyer also includes any Person Acting on Behalf of Buyer joined in interest with or otherwise acting on
 270 behalf of a Protected Buyer, who acquires an interest in the Property during the extension of listing period as noted on
 271 lines 191-195.
- 272 **NON-DISCRIMINATION** Seller and the Firm and its agents agree that they will not discriminate against any
 273 prospective buyer on account of race, color, sex, sexual orientation as defined in Wisconsin Statutes, Section
 274 111.32 (13m), disability, religion, national origin, marital status, lawful source of income, age, ancestry, family
 275 status, status as a victim of domestic abuse, sexual assault, or stalking, or in any other unlawful manner.
- 276 **EARNEST MONEY** ~~If the Firm holds trust funds in connection with the transaction, they shall be retained by the Firm in the
 277 Firm's trust account. The Firm may refuse to hold earnest money or other trust funds. Should the Firm hold the earnest money,
 278 the Firm shall hold and disburse the earnest money funds in accordance with Wis. Stat. Ch. 452 and Wis. Admin. Code Ch.
 279 REEB-18. If the transaction fails to close and the Seller requests and receives the earnest money as the total liquidated
 280 damages, then upon disbursement to Seller, the earnest money shall be paid first to reimburse the Firm for cash advances
 281 made by the Firm on behalf of Seller and one half of the balance, but not in excess of the agreed commission, shall be paid to
 282 the Firm as full commission in connection with said purchase transaction and the balance shall belong to Seller. This payment
 283 to the Firm shall not terminate this Listing.~~
- 284 **OCCUPANCY** Unless otherwise provided, Seller agrees to give buyer occupancy of the Property at time of closing.
 285 Unless otherwise agreed, Seller agrees to have the Property free of all debris and personal property except for personal
 286 property belonging to current tenants, sold to the buyer or left with the buyer's consent.
- 287 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and
 288 persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at
 289 <http://www.doc.wi.gov> or by telephone at (608)240-5830.

290 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Listing, delivery of
291 documents and written notices to a party shall be effective only when accomplished by one of the methods specified at
292 lines 293-312.

293 (1) **Personal Delivery:** giving the document or written notice personally to the party, or the party's recipient for delivery if
294 named at line 295 or 296.

295 Seller's recipient for delivery (optional): Chad Pelishek

296 Firm's recipient for delivery (optional): Christian Chambers, Trent Poole or Ryan Brah

297 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:

298 Seller: () Firm: (414) 273-4362

299 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
300 commercial delivery service, addressed either to the party, or to the party's recipient for delivery if named at line 295 or
301 296, for delivery to the party's delivery address at line 305 or 306.

302 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the
303 party, or to the party's recipient for delivery if named at line 295 or 296 for delivery to the party's delivery address at line
304 305 or 306.

305 Delivery address for Seller: _____

306 Delivery address for Firm: 777 E. Wisconsin Ave., Suite 3150, Milwaukee, WI 53202

307 (5) **E-Mail:** electronically transmitting the document or written notice to the party's e-mail address, if given below at
308 line 311 or 312. If this is a consumer transaction where the property being purchased or the sale proceeds are used
309 primarily for personal, family or household purposes, each consumer providing an e-mail address below has first
310 consented electronically as required by federal law.

311 E-Mail address for Seller: Chad.Pelishek@SheboyganWI.gov

312 E-Mail address for Firm: christian.chambers@cbre.com; trent.poole@cbre.com; ryan.brah@cbre.com

313 **ADDITIONAL PROVISIONS** _____

314 _____

315 _____

316 _____

317 _____

318 **ADDENDA** The attached addenda Addendum #1

319 _____ is/are made part of this Listing.

320 **TERM OF THE CONTRACT** From the 3rd day of January, 2019, up
321 to the earlier of midnight of the 31st day of December, 2019, or the conveyance
322 of the entire Property.

323 **BY SIGNING BELOW, SELLER ACKNOWLEDGES RECEIPT OF A COPY OF THIS LISTING CONTRACT AND**
324 **THAT HE/SHE HAS READ ALL 6 PAGES AS WELL AS ANY ADDENDA AND ANY OTHER DOCUMENTS**
325 **INCORPORATED INTO THE LISTING.**

326 (x) _____ 1/ /19
327 Seller's Signature ▲ Print Name } Chad Peli Date ▲

328 (x) _____
329 Seller's Signature ▲ Print Name } _____ Date ▲

330 (x) _____
331 Seller's Signature ▲ Print Name } _____ Date ▲

332 (x) _____
333 Seller's Signature ▲ Print Name } _____ Date ▲

334 _____
335 Seller Entity Name (if any) Print Name ▲

336 (x) _____
337 Authorized Signature ▲ _____ Date ▲
338 Print Name & Title }

339 _____
340 Firm Name ▲

341 (x) _____ 1/ /19
342 Agent's Signature ▲ Print Name } Kevin J. Armstrong, Mng. Dir. Date ▲



Addendum #1 to WB-3 Vacant Land Listing Contract
CBRE, INC.
BROKERAGE AND MANAGEMENT
LICENSED REAL ESTATE BROKER

This Addendum is hereby incorporated by reference to "WB-3 Vacant Land Listing Contract - Exclusive Right to Sell" under Section REEB 16.06(4) of the Wisconsin Administrative Code for the property consisting of 162 acres with 132 developable acres located at South Business Drive and Interstate Highway 43, further described as Phase 1 of the new SouthPointe Enterprise Campus in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

Interior Lots/Standard Parcels: \$50,000 per acre

I-43 Frontage Parcels: \$100,000 per acre

As used in this Contract, the term "Seller" shall refer to: City of Sheboygan

1. Lines 13 through 23 and Lines are deleted and replaced as follows: The Property is being sold in an "as is" condition, without representation or warranty of any kind, expressed or implied, oral or written, concerning the Property or any matter related thereto, including zoning, availability of access or utilities, the presence and location of asbestos, PCB transformers, other toxic, hazardous or contaminated substances, or underground storage tanks ("Hazardous Materials") in, on, or about the Property. Prospective purchasers shall be advised of this fact and shall be allowed to make independent investigations of the Property made by their own experts, at their own expense. Seller shall insert language reflecting the above into any purchase and sale agreement entered into by Seller, which language shall also disclaim any such representations regarding the condition of the Property by Broker and any reliance by the purchaser on any such representations or any investigation or inspection by Broker Notwithstanding the foregoing or anything to the contrary contained herein, Broker shall be permitted to comply with all legal obligations (if any) to disclose any and all adverse facts actually known by Broker.
2. The blank in Line 33 shall contain the following provision: "Broker is exclusively authorized to advertise the Property and, exclusively, to place a sign(s) on the Property if, in Broker's opinion, such would facilitate the sale of the Property."
3. The deleted sections of Lines 48 and 49 shall be replaced with the following: "Cooperating brokers who procure a purchaser of the Property shall be compensated pursuant to a separate written agreement with Broker. Broker may share commission with a co-broker, but in no event shall CBRE receive less than fifty percent (50%) of total commission paid. A co-broke is any agent or broker other than CBRE's Listing Agents, Trent Poole, Christian Chambers and Ryan Brah.
4. The blank in Line 50 shall contain the following: Eight percent (8%) of the gross sales price to be paid in full to Broker at closing. In the event of a co-broke, commission shall be ten percent (10%) of the gross sales price paid in full to Broker at closing, payable fifty percent (50%) to CBRE and fifty percent (50%) to Cooperating Broker. "Gross Sales Price" shall include any and all consideration received or receivable, including but not limited to, the assumption of existing liabilities.
5. The deleted sentence beginning on Line 64 and ending on Line 65 shall be replaced with the following sentence: "Commissions shall be payable hereunder when earned or at the earlier of closing of escrow, recordation of deed, lease execution, or taking of possession by the purchaser or tenant."
6. If Owner checks Line 130 of the Disclosure to Clients stating "I consent to designated agency", the following individuals shall become Owner's Designated Agents: Trent Poole, Christian Chambers and Ryan Brah.

7. The following shall be added at the end of Line 131: "If Seller consents to designated agency, Broker-affiliated licensees who represent buyers and have been appointed as such buyers' designated agents, to the exclusion of all Broker-affiliated licensees (including, without limitation, those licensees appointed as Seller's designated agents), shall be treated as "cooperating brokers" for purposes of this Agreement."
8. The deleted sentence beginning on Line 151 and ending on Line 155 of the Disclosure to Clients shall be replaced by the following:

"Broker will keep confidential any information given to Broker by Seller which provides Seller with an economic advantage and which is generally not known, and cannot readily be determined, by persons not employed by Seller ("Confidential Information"), unless the information must be disclosed by law or Seller authorizes Broker to disclose particular information. Broker shall continue to keep Confidential Information confidential for a period of two (2) years after Broker ceases to provide brokerage services to Seller hereunder.

"Confidential Information" shall not include information to the extent that: (a) such information becomes generally available to the public other than as a result of unauthorized disclosure by Broker; (b) such information was received by Broker on a non-confidential basis from a third party lawfully possessing and lawfully entitled to disclose such information; (c) such information can be shown to have been developed independently by the Broker without reliance on any Confidential Information; or (d) such information was in Broker's lawful possession prior to receipt from Seller."
9. The deleted portions of Lines 205 through 212 shall be replaced with: "Seller acknowledges that Broker has inquired about the condition of the Property and that Seller has not provided Broker with either an oral or written disclosure report. The Property is being sold in "as is" condition (see Form WB-3, Lines 13 through 23 (as amended by this Addendum)) and Broker is hereby relieved of any duty to Seller to conduct an inspection of the Property pursuant to REEB 24.07.
10. The deleted portions of Lines 276 through 283 shall be replaced with the following sentence: "Broker shall not, and shall have no responsibility to, hold any earnest money or other trust funds in connection with this transaction."
11. You acknowledge that we are an international brokerage firm and that we may represent prospective tenants. You wish the Property to be presented to such tenants, and you consent to CBRE providing brokerage services to both Owner and prospective tenants as a dual agent. In the event of dual agency, you acknowledge that neither CBRE nor any of CBRE's salespersons may assist you or such prospective tenant with information, opinions, and advice that may favor the interests of one client over the other. NOTE: YOU MAY WITHDRAW YOUR CONSENT TO CBRE'S DUAL AGENCY BY WRITTEN NOTICE TO US AT ANY TIME. Upon your and the prospective tenant's subsequent written consent, we may appoint the Listing Team as your designated agents to act exclusively for you and in your interest to the exclusion of all other CBRE-affiliated licensees of Broker ("Non-Listing Team Agents") and Non-Listing Team Agents as designated agents to act exclusively for and in the interest of the prospective tenants. In such event, the Listing Team and Non-Listing Team Agents shall not disclose the confidential information of one principal to the other except as expressly authorized by their respective principal. Non-Listing Team Agents shall be treated as Cooperating Brokers for purposes of this Agreement.
12. Seller and its counsel shall be solely responsible for determining the legal sufficiency of all offers, counteroffers, purchase and sale agreements, and any other documents relating to any transaction contemplated by this Agreement.
13. In the event the Property is removed from the market due to the opening of an escrow or acceptance of an offer to purchase the Property during the Term, or any extension thereof, and the sale is not consummated for any reason then, in that event, the Term shall be extended for a period of time equal to the number of days that the escrow had been opened and/or the Property had been removed from the market, whichever is longer, provided that, in no event shall such extension(s) exceed one hundred eighty (180) calendar days in the aggregate.

14. Seller represents that it is the seller of the Property and that, except as may be set forth in an addendum attached hereto, no person or entity who has an ownership interest in the Property is a foreign person as defined in the Foreign Investment in Real Property Tax Act (commonly known as "FIRPTA").
15. To the extent permitted by applicable law, Broker is authorized to deduct its commissions from any deposits, payments, or other funds, including proceeds of sale or rental payments, paid by a purchaser or tenant in connection with a transaction contemplated by this Agreement, and Seller hereby irrevocably assigns said funds and proceeds to Broker to the extent necessary to pay said commissions.
16. While both parties are confident that this relationship will be mutually satisfactory, if there is a dispute between the parties, then both parties agree to resolve it subject to the following:
 - a. if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
 - b. **WHERE PERMITTED BY LAW, EACH PARTY KNOWINGLY AGREES TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
17. Both parties agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, both parties acknowledge that: (a) it is illegal to refuse to display or lease to or from any person because of one's membership in a protected class, e.g.: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
18. This Agreement is the entire agreement between the parties and supersedes all prior understandings between the parties regarding this engagement and is governed by the laws of the State of Wisconsin, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of each party's lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both parties. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. Each party agrees that they have both participated in the negotiation and drafting of this Agreement. Owner acknowledges that the person signing this Agreement on their behalf has Owner's full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts.

19. NOTICE: A broker has the authority under Wisconsin Statute Section 779.32 to file a broker's lien for commissions or compensation earned but not paid when due against the commercial real estate, or the interest in the commercial real estate, that is the subject of this agreement.

This Addendum was prepared by: Shannon Clark, Esquire
CBRE, Inc.
321 North Clark Street
Suite 3400
Chicago, IL 60654
(312) 416-3052

CBRE, Inc.
Licensed Real Estate Broker

OWNER:

City of Sheboygan

By: _____
Kevin J. Armstrong
Managing Director

By: _____
Chad Pelishek
Director of Planning & Development

Date: January ____, 2019

Date: January ____, 2019

CONSULT YOUR ADVISORS – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. These are questions for your attorney and financial advisors.

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Sorenson.
January 7, 2019.

A RESOLUTION authorizing the Director of Public Works to execute a Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis regarding the Prevea St. Nicholas Medical Office Building project.

RESOLVED: That the Director of Public Works is hereby authorized to execute the Stormwater Facilities Maintenance Agreement between the City of Sheboygan and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis, a copy of which is attached hereto.

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

**STORMWATER FACILITIES
MAINTENANCE AGREEMENT**

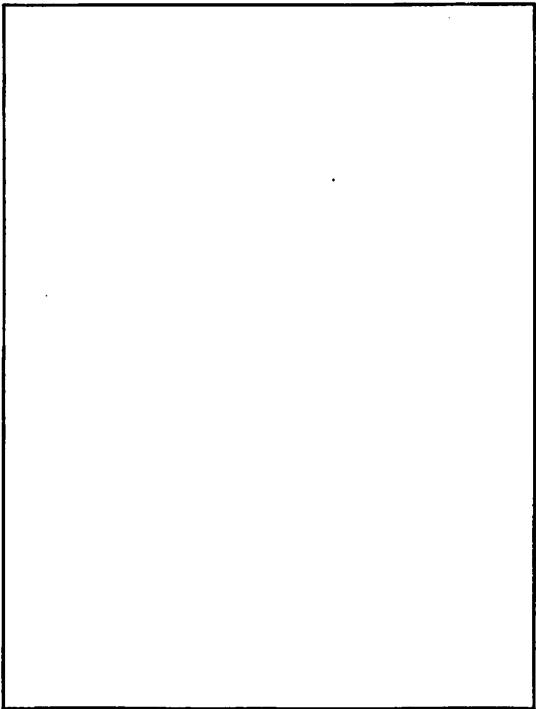
This Stormwater Facilities Maintenance Agreement is made by and between the City of Sheboygan, Wisconsin ("City"), and St. Nicholas Hospital of the Hospital Sisters of the Third Order of St. Francis ("Owner"). 3100 Superior Avenue.

RECITALS

The upkeep and maintenance of stormwater facilities is essential to the protection of water resources in the City of Sheboygan.

All property owners are expected to conduct business in a manner that promotes environmental protection. This Agreement contains specific provisions with respect to maintenance of stormwater facilities. The authority to require maintenance and pollution source control is provided in the City of Sheboygan "Post-Construction Stormwater Management Zoning Ordinance," being Appendix E to the Sheboygan Municipal Code.

[Legal Description]



Parcel Ident. No.

Owner has designed and installed or caused to be designed and installed certain structural and/or non-structural stormwater management measures in accordance with the approved stormwater management plan and permit on the property described above. In order to further the goals of the City to ensure the protection and enhancement of Sheboygan's water resources, and in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Owner hereby enter into this maintenance agreement. The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

- (1) Implement or cause to be implemented the stormwater facility maintenance program included herein as Attachment "A".
- (2) Maintain a record (in the form of a log book) of steps taken to implement the program referenced in (1) above. The log book shall be available for inspection by City staff at Owner's business during normal business hours, or at an alternate location approved by City staff. The log book shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered or follow-on actions recommended. Maintenance items listed in Attachment "A" shall be inspected on a monthly or more frequent basis as necessary. Owner is encouraged to photocopy the individual checklists in Attachment "A" and use them to complete its monthly inspections. These completed checklists would then, in combination, comprise the log book.
- (3) Maintain the approved stormwater management practices in accordance with the schedule referenced in (1) and (2).

- (4) Provide the City with the name, address and telephone number of the business, the person or the firm responsible for plan implementation, if other than the Owner.
- (5) Permit authorized representatives of the City access to the property described above to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with this Agreement.
- (6) Permit authorized representatives of the City to perform corrective actions if the Owner does not make or cause to make required corrections within a specified time period and enter the amount due on the tax rolls and collect the money as a special charge against the property pursuant to state statutes, if payment is not made within thirty (30) days of submittal of invoice to Owner for City performed corrective actions.
- (7) Prevent any unauthorized modifications to the approved stormwater management practices and prevent them from being dismantled, revised, altered or removed except as necessary for maintenance, repair or replacement. Any such actions shall be approved of by the City. Modifications to the approved stormwater management practices must be approved in advance by the City.

THE CITY OF SHEBOYGAN SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit, at no charge to Owner.
- (2) Maintain public records of the results of site inspections, inform the Owner or other designated responsible party of the inspection results, and specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
- (3) Review this agreement with Owner and modify it as necessary at least once every three (3) years.

REMEDIES:

- (1) If the City determines that maintenance or repair work is required to be done to the stormwater facility existing on the Owner property, the Director of the Department of Public Works, or his/her designee, shall give the Owner, and/or the person or agent in control of said property, notice of the specific maintenance and/or repair required. The Director or designee shall set a reasonable time in which such work is to be completed. If the above required maintenance and/or repair is not completed within the time set by the Director, or his/her designee, written notice will be sent to the persons who were given notice stating the City's intention to perform such maintenance and bill the Owner for all incurred expenses.
- (2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the Director, or his/her designee, may take immediate measures to remedy said threat. No notice to the persons listed in Remedies (1), above, shall be required under such circumstances.
- (3) The Owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and/or (2).
- (4) The persons listed in Remedies (1), above, shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30

days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.

- (5) The Owner hereby grants to the City a lien against the above-described property in an amount equal to the cost incurred by the City to perform the maintenance or repair work described herein.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors any right, title or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

Dated at Sheboygan, Wisconsin, this ___ day of _____, ____.

Owner

Owner

STATE OF WISCONSIN)
) ss
COUNTY OF SHEBOYGAN)

On this ___ day of _____, _____, before me personally appeared _____ and _____, to me known to be the persons described, and who executed the foregoing Agreement and acknowledged before me that they executed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Notary Public, Sheboygan County, WI
My commission (expires)(is) _____

Dated at Sheboygan, Wisconsin, this ___ day of _____, ____.

CITY OF SHEBOYGAN

Authorized Agent for the City of Sheboygan

This document consists of four (4) typewritten pages, including the following attestation page.

STATE OF WISCONSIN)
) ss

COUNTY OF SHEBOYGAN)

On this ___ day of _____, _____, before me personally appeared _____ , Authorized Agent of the above-named municipal corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such Authorized Agent of said corporation, and acknowledged that he/she executed the foregoing instrument as such officer of said corporation, by its authority.

Notary Public, Sheboygan County, WI
My commission (expires)(is) _____

APPROVED AS TO FORM:

City Attorney
City of Sheboygan, WI

ATTACHMENT A

OPERATION AND MAINTENANCE

A logbook shall be kept on-site to record all inspection and maintenance activities to be performed on the facilities. Below is a general description of the required maintenance activities and attached is a detailed checklist that describes the various inspection and maintenance activities to be performed.

General

1. A logbook shall be kept for the site that includes all inspection and maintenance activities to be recorded.
2. An annual inspection and evaluation of the BMPs and drainage facilities shall be performed by the owner or contracted representative.
3. A minimum of once per year, a representative of the owner shall perform a visual inspection of the BMPs during a runoff event. Observations of storm water color entering and exiting the BMPs, odors, turbidity, and any other indicators of storm water impact shall be noted in the logbook.
4. Owner shall ensure that vegetation planted within the swale and pond embankments are maintained and established at all times. Vegetation shall be replaced on an as-needed basis. Vegetation shall exist to no less than 90 percent of ground cover.
5. Regular maintenance shall also include annual inspection of all storm sewer systems including the piping system, manholes, and inlets. The inlet sumps shall be cleaned when sediment has accumulated within six inches of the pipe flow line. The piping system shall be cleaned, as necessary, to remove any accumulated sediments. The system shall be observed to ensure water is flowing and appears to be unobstructed.
6. When sediment in the wet detention pond has accumulated to an elevation of three feet below the outlet elevation, it must be removed. All removed sediment must be placed in an appropriate upland disposal site and stabilized.

**Storm Water Management Plan, Maintenance, and Management Inspection
Checklist
Prevea St. Nicholas Medical Office Building**

Date: _____

Time: _____

Inspector: _____

Maintenance Item	Satisfactory / Unsatisfactory	Comments
1. Wet Detention Pond	(Monthly, After Major Storms)	
A. Pond		
1. Bank erosion		
2. Debris / trash accumulation		
3. Sediment accumulation		
B. Embankment		
1. Erosion or Slides		
2. Trees / brush growing on slopes		
3. Animal burrows		
4. Poor Grass Cover		
5. Crest settlement		
6. Excessive or cloudy seepage on downstream slope		
C. Inlet		
1. Debris in conveyance area		
2. Erosion or undercutting		
3. Inadequate riprap		
D. Outfall		
1. Obstructions or debris		
2. Excessive Siltation		
E. Downstream Area		
1. Erosion		
2. Debris / obstructions		

III

Res. No. - 18 - 19 . By Alderpersons Wolf and Sorenson.
January 7, 2019.

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 2019 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 _____, 2019, 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/ 472509 & 472510 <small>Parcel Ident. No.</small>
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, 2019 through December 31, 2019.

3. That the total rental rate for this parcel of land for 2019 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, 2019.

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 _____, 2019.

LESSEE

BY: _____
David L. Gartman

Dated this ____ day of _____, 2019.

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 _____, 2019.

Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No.
-18-19.

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. January 7, 2019.

A RESOLUTION authorizing the Mayor to execute the 2019 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 2019 General Contract, a copy of which is attached hereto.

transit

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

2019 GENERAL CONTRACT

I. Parties and Contract Period

This contract is made and entered into for the period of January 1, 2019 through December 31, 2019 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 employee responsible for administration of this contract will be Dale Deterding/Troy Krepsky, whose principal business address is 1011 North 8th Street, Sheboygan, Wisconsin 53081. Provider's employee responsible for administration of this contract will be Mr. Derek Muench, whose principal business address is 608 S. Commerce Street, Sheboygan, WI 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.

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.

<u>Service/Program</u>	<u>Rate</u>	<u># of Units</u>	<u>Units of Measure</u>	<u>Total Cost of Service</u>
Transportation	\$48.00	213	each	\$10,224.00
Transportation	\$48.00	12	each	\$576.00
Elderly/Disabled Transportation	\$326,476.00	1	year	\$326,476.00
			TOTAL:	\$337,276.00

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 will 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 Provider under this Agreement; however, the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by County.
- B. 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.
- C. 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 the county through this and other contracts is \$100,000 or more, 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 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.
- D. 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.
- E. 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.
- F. 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.

- G. 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.

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"/> SHC Respite |
| <input type="checkbox"/> CCS Provider Responsibilities | <input type="checkbox"/> Sheboygan Senior Dining Program Requirements |
| <input type="checkbox"/> CRS Provider Responsibilities | <input type="checkbox"/> Supported Employment Addendum |
| <input type="checkbox"/> Daily Living Skills | <input type="checkbox"/> Treatment Foster Home Addendum |
| <input type="checkbox"/> Guardianship Addendum | Other: _____ |
| <input type="checkbox"/> RCC Addendum | |
| <input checked="" type="checkbox"/> Safety Assurances | |
| <input type="checkbox"/> Representative Payee Addendum | |

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:

Federal ID #: _____

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
January 7, 2019.

Your Committee to whom was referred Res. No. 154-18-19 by Alderpersons Rindfleisch and Bohren to support placing an Advisory Referendum question on the April, 2019 election ballot, to determine if the Wisconsin Legislature should consider and pass legislation requiring all businesses to pay their fair share of property taxes by closing perceived loopholes in the assessment process, recommends approving 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

Res. No. 154- 18 - 19. By Alderpersons Rindfleisch and Bohren.
December 17, 2018.

A RESOLUTION to support placing an Advisory Referendum question on the April, 2019 election ballot, to determine if the Wisconsin Legislature should consider and pass legislation requiring all businesses to pay their fair share of property taxes by closing perceived loopholes in the assessment process.

WHEREAS, Wisconsin governments, including all cities, villages, towns, counties, public school systems, and the vocational schools, and including the state government, are funded by property taxes, which are levied uniformly on all non-exempt property in the state; and

WHEREAS, homeowners already currently pay sixty-eight percent (68%) of the statewide property tax levy; and

WHEREAS, under current Wisconsin law, to assure uniformity and fairness, property is assessed by certified assessors who pursuant to law must use a three-step process in order to properly assess a property to determine its full value at its highest and best use, which steps include in order of priority: (1) basing the assessment on any recent arm's-length sale of the subject property; (2) if the subject property has not been recently sold, next considering sales of reasonably comparable properties; (3) if no such comparable sales are present, employing a "cost" or "income" assessment approach, considering all factors that have a bearing on the value of the property; and

WHEREAS, to avoid being properly taxed, several national-chain businesses are successfully arguing before courts either of two theories to lower property assessments, and hence the taxes associated with those assessments: the first is a "dark store" theory, whereby a thriving store is valued for property tax purposes using vacant and abandoned stores from different market segments as comparable properties ("Dark Store Theory"), and the second is the net-leased land argument accepted by the courts in the Wisconsin Supreme Court decision in Walgreen Co. v. City of Madison, reported at 2008 WI 80, ¶65, 311 Wis. 2d 158, 752 N.W.2d 687 ("Walgreen's Decision"), whereby actual property value is not determined by actual arm's-length leases, which leases are required to be purposely ignored; and

WHEREAS, a carefully-orchestrated wave of lawsuits using either the Dark Store Theory or the Walgreen's Decision are forcing local governments, such as the City of Sheboygan, to lower the market value of thriving national chain stores, shifting the tax burden to local businesses, apartment owners and homeowners; and

WHEREAS, some national chain stores in Wisconsin, using the Dark Store Theory, have argued that the assessed value of their property, for property tax purposes, should be only half of its actual value on the open market; and

Finance
+
Personnel
approve

WHEREAS, proposed legislation such as 2017 Assembly Bill 386 and Senate Bill 292, which had been clarifications of the existing, long-standing statutory directives found in Wisconsin Statutes that when using the comparable sale method of valuation, assessors should consider as comparable only those sales within the same market segment exhibiting a similar highest and best use rather than similarly sized but vacant properties in abandoned locations, and which proposed legislation had been drafted, had been introduced, had been subjected to public hearings by the Wisconsin legislature, and had sufficient bipartisan support in both houses of the Wisconsin legislature to pass with wide margins in that a majority of the members of both the Wisconsin State Assembly and Wisconsin State Senate were co-sponsors of the proposed legislation, but which were not allowed to the legislative floor for vote; and

WHEREAS, without new legislation similar to 2017 Assembly Bill 386 and Senate Bill 292, residential assessments could go up 9.5 percent, which for the average home in the City of Sheboygan valued at \$100,000, would result in an increase in property taxes that could be more than \$226.63 per year; and

WHEREAS, the Indiana state legislature has on two occasions in the last two years overwhelmingly passed legislation prohibiting assessors from valuing new big box stores the same as nearby abandoned stores from a different market segment; and

WHEREAS, the Michigan legislature overwhelmingly passed legislation similar to the Indiana legislation referenced, in May of 2016; and

WHEREAS, the Walgreen's Decision addressed the assessment of retail drug stores that rent retail space through net leases, by which the tenant is obligated to pay the real estate taxes, and by which the tenant pays a premium to the landlord for either an investment by the landlord or as consideration for custom building the property; and

WHEREAS, in the Walgreen's Decision, the Wisconsin Supreme Court determined that the income approach was the best fit for valuation of commercial rental property, but that when applying the income approach, the assessor was required to use an arguable market rent, rather than use the actual contract rent; and

WHEREAS, proposed legislation such as 2017 Assembly Bill 387 and 2017 Senate Bill 291 were introduced to reverse the Walgreen's Decision, and which proposed legislation had been drafted, had been introduced, had been subjected to public hearings by the Wisconsin legislature, and had sufficient bipartisan support in both houses of the Wisconsin legislature to pass with wide margins in that a majority of the members of both the Wisconsin State Assembly and Wisconsin State Senate were cosponsors of the proposed legislation, but which were not allowed to the legislative floor for vote; and

WHEREAS, the disproportionate burden of property taxes on homeowners

will worsen unless state legislators take action to clarify language in the property tax law to prohibit misapplication of the law in a manner that allows some national chain stores use to gain substantial reductions in property taxes; and

WHEREAS, this issue appears to be one of great import and great controversy such that it is desirable for the state legislature to understand the wishes of the citizens of the City of Sheboygan in a formal and unequivocal way.

NOW, THEREFORE, BE IT RESOLVED, that an Advisory Referendum be held coincident with the general election on April 2, 2019, asking the citizens of Sheboygan to answer the following question: "Should the state legislature protect residential property taxpayers by preventing commercial and manufacturing property owners from using tax loopholes that shift an ever-increasing tax burden to homeowners who already pay 68% of the statewide property tax levy by enacting legislation that: 1) prohibits using closed, vacant (dark) properties as comparable properties for determining the assessed value of open, occupied, and fully operational properties; and 2) overturns the 2008 Wisconsin Supreme Court decision in Walgreens v. City of Madison, which is being interpreted by the courts as requiring municipalities to assess many leased commercial properties at a substantial discount, often 50% below the actual sale prices of such properties?"

Ronald Puffinberger

James A. Bohne

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

Handwritten red mark resembling a stylized 'A' or 'H'.

Gen. Ord. No. _____ - 18 - 19. By Alderperson Rindfleisch.
January 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the City Attorney's Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.2. of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
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A. CITY HALL DEPARTMENTS

2. City Attorney's Department

ADD:

Part Time Assistant City Attorney	K	1
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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 and attached revised job descriptions shall be in effect from and after its passage and publication.

Finance Personnel

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



Job Description

Job Title:	Part-Time Assistant City Attorney	Department:	City Attorney
Date Issue:	January 3, 2019	Reports To:	City Attorney
Classification:	Exempt, Part-Time (2 days per week)	Wage:	Salary Grade K

Position Summary

Under the general direction of the City Attorney, performs professional legal work, represents the City in legal proceedings, and conducts the City's legal business and related work, as required.

Essential Duties & Responsibilities

- 1.* Prosecute all ordinance violation cases, including but not limited to: traffic, housing, building, and fire code violations.
- 2.* Provide legal advice to Mayor, Aldermen, City officials, and Department Heads regarding issues related to prosecution.
- 3.* Draft ordinances and other legal instruments as may be required by the City.
- 5.* Represent the City at administrative hearings held by state agencies, including but not limited to: Department of Transportation; Department of Industry, Labor and Human Relations; and Department of Health and Social Services.
- 6.* Prosecute and defend actions involving the City of Sheboygan, except cases where the claim is covered by liability insurance.
- 7.* Write correspondence and perform general office work on matters pertaining to the City.
- 8.* Perform related work as assigned.

*Essential Functions

Qualification Requirements:

1. Knowledge of general legal principles and familiarity with municipal corporate law.
2. Knowledge of municipal, circuit, and appellate court procedures and rules of evidence.
3. Knowledge of administrative law, practice and procedure.
4. Ability to understand and interpret constitutional provisions, statutes, administrative regulations, and legal precedents.
5. Ability to analyze statutory and case law and provide legal advice based upon such analysis.

6. Ability to draft legal documents and records.
7. Ability to perform legal research and draft opinions, briefs and memoranda.
8. Possess a valid Wisconsin Motor Vehicle Operator's license.

Education and/or Experience

Admission to the bar in the State of Wisconsin or eligibility for admission

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen.

The City of Sheboygan, Wisconsin is an Equal Opportunity Employer

In compliance with the Americans with Disabilities Act, the City of Sheboygan will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.



Gen. Ord. No. _____ - 18 - 19. By Alderperson Rindfleisch. January 7, 2019.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add a position in the Finance Department Table of Organization.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A.5. of the supplement to the Code on file in the city clerk's office is amended as follows:

<u>Class Title</u>	<u>Class Grade</u>	<u>No. of Employees</u>
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A. CITY HALL DEPARTMENTS

5. Department of Finance

a. Accounting Division

ADD:

Finance / Accounting Specialist (Temp/1 Year)	J	1
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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 and attached revised job descriptions shall be in effect from and after its passage and publication.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Omer Matters

R. O. No. 204 - 18 - 19. By CITY CLERK. January 7, 2019.

Submitting various license applications for the period ending June 30, 2019, December 31, 2019, and June 30, 2020.

City Clerk

CLASS "B" LIQUOR LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3373	Union Tap Bar	1401 Union Avenue

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2020)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2564	Bachmann, Robert P.	N8168 Dairyland Drive
2552	Dewitt, Morgan C.	2010 S. 13 th Street
2550	Duley, Hailey L.	2109 N. 10 th Street
2559	Fretwell, Jennifer D.	1716 S. 7 th Street
2553	Gideon, Calvin D.	1328 N. 9 th Street
2556	Kloppenburger, Ryan A.	1021 N. 6 th Street Apt. 3
1447	Schmidt, Nicholas M.	4819 S. 13 th Street
2566	Srock, Ryan L.	25 South Street, Plymouth
6350	Steinberg, Scott L.	1013 Humboldt Avenue
1533	Vandeberg, Brenda L.	3919 Mendocino Lane #206

TAXICAB DRIVERS LICENSE (RENEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2419	Bock, Nadine R.	1028 Broadway Avenue
1049	Chavez, Moises Jr.	2407 N. 10 th Street
2008	Garcia, Bethany B.	929 N. 8 th Street
0952	Pineda, Berta	4415 Primrose Court Apt. R202

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2549	Pettye, Terrance L.	1824 N. 7 th Street #1A

AHS

MESSAGE ESTABLISHMENT (Renew) (December 31, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3252	Fantoli Massage & Wellness	4027 S. Business Drive
3232	Simply Altruistic Massage	604 Erie Avenue
2871	Hands In Motion	4027 S. Business Drive

III

Other Matters

Res. No. 162 - 18 - 19. By Alderpersons Wolf and Sorenson.
January 7, 2019.

A RESOLUTION authorizing advertising for bids for the Mead Public Library Plaza project.

RESOLVED: That the Engineering Division of the Department of Public Works is hereby authorized and directed on behalf of the Board of Public Works, to advertise for bids for the Mead Public Library Plaza renovation project by publishing a Class 2 Notice, under ch. 985, Wis. Stats., and by such other means as it deems desirable, according to the plans and specifications prepared by the City Engineer. No bid shall be received unless accompanied by a certified check or a bid bond equal to at least 5 percent but not more than 10 percent of the bid payable to the city as a guaranty that if the bid is accepted the bidder will execute and file the proper contract and bond within the time limited by the city. If the successful bidder so files the contract and bond, upon the execution of the contract by the city the check shall be returned. In case the successful bidder fails to file such contract and bond the amount of the check or bid bond shall be forfeited to the city as liquidated damages. The notice published shall inform bidders of this requirement. Upon receipt of bids, the City Engineer shall submit a resume of bids received and accepted to the Common Council for further consideration.

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

GENERAL SITE WORK NOTES:

1. ALL ROADWAY CONSTRUCTION, IF NEEDED, SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF TRANSPORTATION 2018 STANDARD SPECIFICATIONS, AND IN ACCORDANCE WITH THE LATEST EDITION OF THE SPECIFICATIONS FOR CONSTRUCTION IN THE CITY OF SHEBOYGAN, WISCONSIN; IN CASE OF CONFLICT, THE CITY OF SHEBOYGAN SHALL TAKE PRECEDENCE.
2. ALL STORM SEWER, SANITARY SEWER, AND WATER MAIN CONSTRUCTION SHALL CONFORM TO THE SPECIFICATIONS FOR CONSTRUCTION IN THE CITY OF SHEBOYGAN, UNLESS OTHERWISE NOTED ON THE PLANS.
3. STANDARD SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND RECURRING SPECIAL PROVISIONS, CONSTRUCTION PLANS, AND SUBSEQUENT DETAILS ARE ALL TO BE CONSIDERED AS PART OF THE CONTRACT. INCIDENTAL ITEMS OR ACCESSORIES NECESSARY TO COMPLETE THIS WORK MAY NOT BE SPECIFICALLY NOTED, BUT ARE CONSIDERED A PART OF THIS CONTRACT.
4. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS BEFORE CONSTRUCTION BEGINS.
5. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE NATURE AND STATUS OF ALL UTILITY RELOCATION WORK PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL TAKE APPROPRIATE MEASURES TO ENSURE THAT CONSTRUCTION OPERATIONS DO NOT INTERFERE WITH UTILITY FACILITIES AND RELOCATION WORK. THE SCHEDULE SHOULD REFLECT CONSTRUCTION SEQUENCING THAT COORDINATES WITH ALL UTILITY RELOCATION WORK. THE CONTRACTOR SHALL BE REQUIRED TO ADJUST THE ORDER OF ITS REVISED SCHEDULE(S) IN COMPLIANCE THEREWITH AS DIRECTED BY THE OWNER. THE OWNER AND ENGINEER SHALL BE NOTIFIED IN WRITING BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO THE START OF ANY OPERATION REQUIRING COOPERATION WITH OTHERS. THE CONTRACTOR HAS THE RESPONSIBILITY TO CONFIRM OR ESTABLISH THE EXISTENCE OF ALL UTILITY FACILITIES AND THEIR EXACT LOCATIONS. IF EXISTING UTILITY LINES OF ANY NATURE ARE ENCOUNTERED WHICH CONFLICT WITH LOCATIONS OF THE NEW CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT MAY BE RESOLVED. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGES SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY BRACING AND SHORING OF SAME. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR RELOCATE A UTILITY, THE UTILITY COMPANY OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
6. NO CONSTRUCTION PLANS SHALL BE USED FOR CONSTRUCTION UNLESS SPECIFICALLY MARKED "FOR CONSTRUCTION" PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AFFECTING THE WORK WITH THE ACTUAL CONDITIONS AT THE JOB SITE. IN ADDITION, THE CONTRACTOR MUST VERIFY THE SURVEYOR'S LINE AND GRADE STAKES. IF THERE ARE ANY DISCREPANCIES WITH WHAT IS SHOWN ON THE CONSTRUCTION PLANS, CONTRACTOR MUST IMMEDIATELY REPORT SAME TO THE SURVEYOR OR ENGINEER BEFORE DOING ANY WORK. OTHERWISE, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY IN THE EVENT OF DISAGREEMENT BETWEEN THE CONSTRUCTION PLANS, SPECIFICATIONS, AND/OR SPECIAL DETAILS. THE CONTRACTOR SHALL SECURE WRITTEN INSTRUCTION FROM THE ENGINEER PRIOR TO PROCEEDING WITH ANY PART OF THE WORK AFFECTED BY OMISSIONS OR DISCREPANCIES. FAILING TO SECURE SUCH INSTRUCTION, THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT CONTRACTOR'S OWN RISK AND EXPENSE. IN THE EVENT OF ANY DOUBT OR QUESTIONS ARISING WITH RESPECT TO THE TRUE MEANING OF THE CONSTRUCTION PLANS OR SPECIFICATIONS, THE DECISION OF THE ENGINEER SHALL BE FINAL AND CONCLUSIVE.
7. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND NOTIFICATION TO THE ENGINEER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE OWNER AND ENGINEER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
8. ALL FRAMES AND LIDS FOR STORM AND SANITARY SEWERS, VALVE VAULT COVERS, FIRE HYDRANTS, AND B-BOXES ARE TO BE ADJUSTED TO MEET FINISHED GRADE. THE COST IS TO BE CONSIDERED INCIDENTAL. THESE ADJUSTMENTS TO FINISHED GRADE WILL NOT ALLEVIATE THE CONTRACTOR FROM ANY ADDITIONAL ADJUSTMENTS AS REQUIRED BY THE CITY UPON FINAL INSPECTION OF THE PROJECT.
9. ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND CONTRACTOR'S SURETY FOR LENGTH SPECIFIED IN THE GENERAL CONDITIONS FROM THE DATE OF FINAL ACCEPTANCE OF THE PROJECT. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE DURING THAT PERIOD.
10. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR SAFETY ON THE JOB PER OSHA REGULATIONS.
11. IT SHALL BE THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE PROPER BARRICADING, WARNING DEVICES, AND THE SAFE MANAGEMENT OF TRAFFIC WITHIN THE AREA OF CONSTRUCTION. ALL SUCH DEVICES AND THEIR INSTALLATION SHALL CONFORM TO THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREET AND HIGHWAYS, LATEST EDITION, AND IN ACCORDANCE WITH LOCAL MUNICIPAL CODES.
12. THE CONTRACTOR SHALL COLLECT AND REMOVE ALL CONSTRUCTION DEBRIS, EXCESS MATERIALS, TRASH, OIL AND GREASE RESIDUE, MACHINERY, TOOLS, AND OTHER MISCELLANEOUS ITEMS WHICH WERE NOT PRESENT PRIOR TO PROJECT COMMENCEMENT AT NO ADDITIONAL EXPENSE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ACQUIRING ANY AND ALL PERMITS NECESSARY FOR THE HAULING AND DISPOSAL REQUIRED FOR CLEANUP, AS DIRECTED BY THE ENGINEER OR OWNER. BURNING ON THE SITE IS NOT PERMITTED.
13. NO UNDERGROUND WORK SHALL BE COVERED UNTIL IT HAS BEEN INSPECTED AND APPROVED AS REQUIRED BY THE OWNER AND ENTITY THAT HAS JURISDICTION OVER THE WORK.
14. ALL EXISTING UTILITIES OR IMPROVEMENTS, INCLUDING WALKS, CURBS, PAVEMENT, AND PARKWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE PROMPTLY RESTORED TO THEIR RESPECTIVE ORIGINAL CONDITION. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT UNLESS A PAY ITEM IS LISTED ON THE BID LIST.
15. AT THE CLOSE OF EACH WORKING DAY AND AT THE CONCLUSION OF CONSTRUCTION OPERATIONS, ALL DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS.
16. LIMB PRUNING SHALL BE PERFORMED UNDER THE SUPERVISION OF AN APPROVED LANDSCAPE ARCHITECT OR ARBORIST AND SHALL BE UNDERTAKEN IN A TIMELY FASHION SO AS NOT TO INTERFERE WITH CONSTRUCTION. ALL LIMBS, BRANCHES, AND OTHER DEBRIS RESULTING FROM THIS WORK SHALL BE DISPOSED OF OFF-SITE AT CONTRACTOR'S OWN EXPENSE.
17. THE TRENCHES FOR PIPE INSTALLATION SHALL BE KEPT DRY AT ALL TIMES DURING PIPE PLACEMENT. APPROPRIATE FACILITIES TO MAINTAIN THE DRY TRENCH SHALL BE PROVIDED BY THE CONTRACTOR, AND THE COST OF SUCH SHALL BE INCIDENTAL TO THE UNIT PRICE. BID FOR THE ITEM. PLANS FOR THE SITE DEWATERING, IF EMPLOYED, SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER PRIOR TO IMPLEMENTATION. NO ADDITIONAL COMPENSATION SHALL BE MADE FOR DEWATERING DURING CONSTRUCTION UNLESS APPROVED IN WRITING BY THE OWNER.

18. EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH NPDES STANDARDS FOR SOIL EROSION AND SEDIMENTATION CONTROL, AND SHALL BE MAINTAINED BY THE CONTRACTOR AND REMAIN IN PLACE UNTIL THE NOTICE OF TERMINATION HAS BEEN OBTAINED. THE CONTRACTOR SHALL MAKE NECESSARY ADJUSTMENTS TO THE EROSION CONTROL TO STAY IN COMPLIANCE WITH THE NPDES PERMIT. THESE ADJUSTMENTS MAY BE MADE TO ACCOMMODATE PHASED CONSTRUCTION AND/OR SPECIFIC SITE CONDITIONS.
19. THE CONTRACTOR SHALL PREPARE RECORD DRAWINGS AND MAKE THE NECESSARY SUBMITTALS TO THE ENGINEER. SAID PLANS SHALL INDICATE THE FINAL LOCATION AND LAYOUT OF ALL IMPROVEMENTS, INCLUDING VERIFICATION OF ALL CONCRETE PADS, INVERT, RIM, AND SPOT GRADE ELEVATIONS, AND INCORPORATE ALL FIELD DESIGN CHANGES APPROVED BY THE OWNER.
20. THE CONTRACTOR SHALL VIDEOTAPE THE WORK AREA PRIOR TO CONSTRUCTION FOR THE PURPOSE OF DOCUMENTING EXISTING CONDITIONS.
21. ALL TESTING SHALL BE THE RESPONSIBILITY AND EXPENSE OF THE CONTRACTOR. COPIES OF ALL TEST RESULTS SHALL BE PROVIDED TO THE ENGINEER FOR REVIEW AND APPROVAL.
22. THE PAVEMENT SHALL BE KEPT FREE OF MUD AND DEBRIS AT ALL TIMES.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OFFSITE OF ANY EXISTING PAVEMENT AND STRUCTURES REMOVED.
24. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION SURVEYING.
25. ALL EXISTING TRAFFIC AND STREET SIGNS DISTURBED SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR AND TO THE CITY OF SHEBOYGAN STANDARDS.
26. BEFORE PLACING PAVEMENT, CONTRACTOR SHALL VERIFY THAT SUITABLE HANDICAPPED ROUTES (PER A.D.A. AND T.A.S.) EXIST TO AND FROM THE SITE FROM ALL EXISTING HANDICAPPED ROUTES ADJACENT TO THE SITE. IN NO CASE SHALL HANDICAP RAMP SLOPES EXCEED 1 VERTICAL TO 12 HORIZONTAL. IN NO CASE SHALL SIDEWALK CROSS SLOPES EXCEED 1.5 PERCENT. IN NO CASE SHALL LONGITUDINAL SIDEWALK SLOPES EXCEED 5.0 PERCENT. CONTRACTOR SHALL CONTACT ARCHITECT AND ENGINEER PRIOR TO PAVING IF ANY EXCESSIVE SLOPES ARE ENCOUNTERED. NO CONTRACTOR CHANGE ORDERS WILL BE ACCEPTED FOR A.D.A. COMPLIANCE ISSUES.

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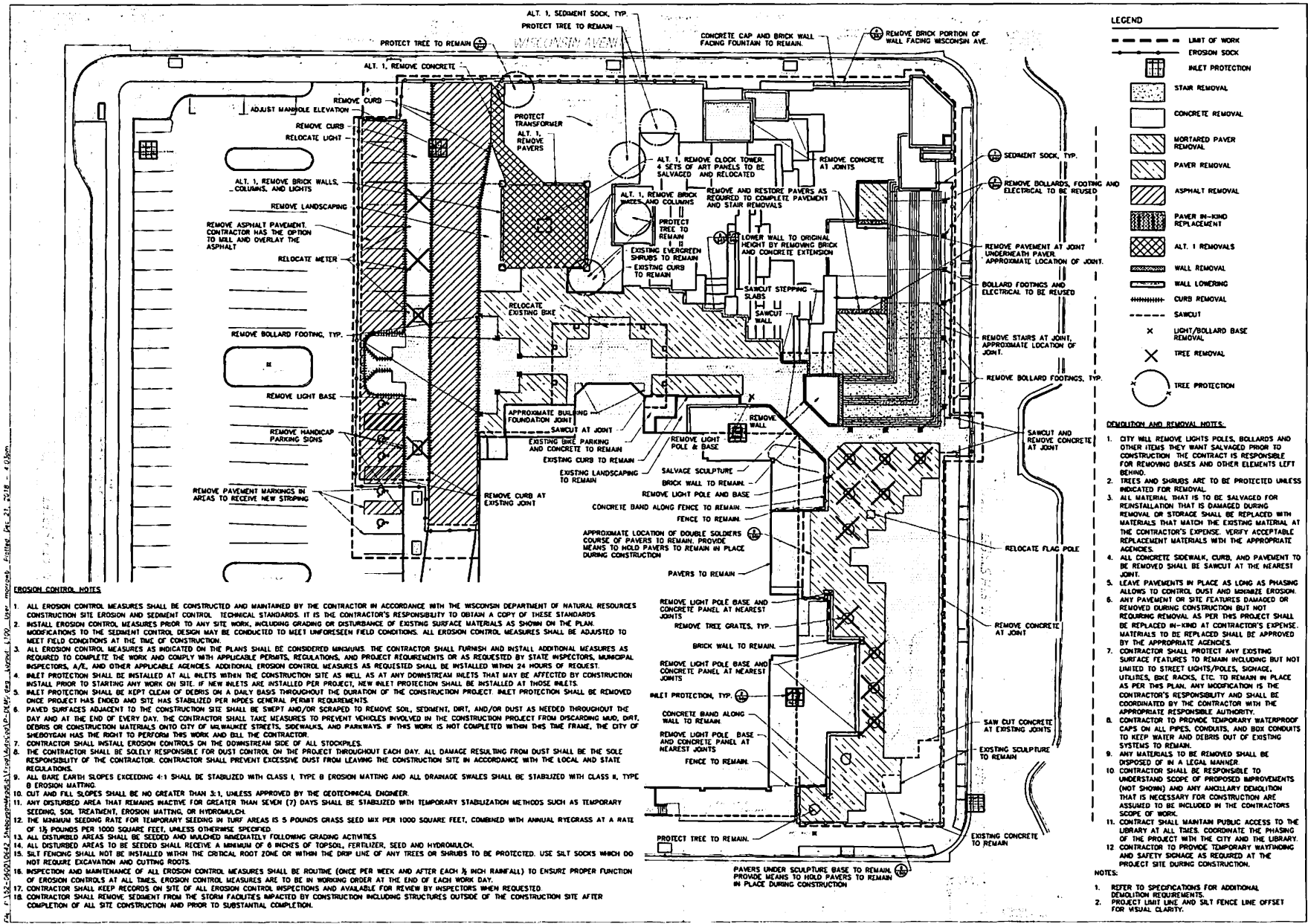
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City of Sheboygan
 Depart. of Public Works
 2026 New Jersey Ave.
 Sheboygan, WI 53081

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Sheet Title
GENERAL NOTES

Sheet Number
L001



LEGEND

- LIMIT OF WORK
- EROSION SOCK
- ☉ INLET PROTECTION
- ☉ STAR REMOVAL
- ☉ CONCRETE REMOVAL
- ☉ MORTARED PAVER REMOVAL
- ☉ PAVER REMOVAL
- ☉ ASPHALT REMOVAL
- ☉ PAVER IN-KIND REPLACEMENT
- ☉ ALT. 1 REMOVALS
- ☉ WALL REMOVAL
- ☉ WALL LOWERING
- ☉ CURB REMOVAL
- ☉ SAWCUT
- ☉ LIGHT/BOLLARD BASE REMOVAL
- ☉ TREE REMOVAL
- ☉ TREE PROTECTION

DEMOLITION AND REMOVAL NOTES:

1. CITY WILL REMOVE LIGHTS POLES, BOLLARDS AND OTHER ITEMS THEY WANT SALVAGED PRIOR TO CONSTRUCTION THE CONTRACTOR IS RESPONSIBLE FOR REMOVING BASES AND OTHER ELEMENTS LEFT BEHIND.
2. TREES AND SHRUBS ARE TO BE PROTECTED UNLESS INDICATED FOR REMOVAL.
3. ALL MATERIAL THAT IS TO BE SALVAGED FOR REINSTALLATION THAT IS DAMAGED DURING REMOVAL OR STORAGE SHALL BE REPLACED WITH MATERIALS THAT MATCH THE EXISTING MATERIAL AT THE CONTRACTOR'S EXPENSE. VERIFY ACCEPTABLE REPLACEMENT MATERIALS WITH THE APPROPRIATE AGENCIES.
4. ALL CONCRETE SIDEWALK, CURB, AND PAVEMENT TO BE REMOVED SHALL BE SAWCUT AT THE NEAREST JOINT.
5. LEAVE PAVEMENTS IN PLACE AS LONG AS PHASING ALLOWS TO CONTROL DUST AND MINIMIZE EROSION.
6. ANY PAVEMENT OR SITE FEATURES DAMAGED OR REMOVED DURING CONSTRUCTION BUT NOT REQUIRING REMOVAL AS PER THIS PROJECT SHALL BE REPLACED IN-KIND AT CONTRACTOR'S EXPENSE. MATERIALS TO BE REPLACED SHALL BE APPROVED BY THE APPROPRIATE AGENCIES.
7. CONTRACTOR SHALL PROTECT ANY EXISTING SURFACE FEATURES TO REMAIN INCLUDING BUT NOT LIMITED TO STREET LIGHTS/POLES, SIGNAGE, UTILITIES, ETC. RACKS, ETC. TO REMAIN IN PLACE AS PER THIS PLAN. ANY MODIFICATION IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE COORDINATED BY THE CONTRACTOR WITH THE APPROPRIATE RESPONSIBLE AUTHORITY.
8. CONTRACTOR TO PROVIDE TEMPORARY WATERPROOF CAPS ON ALL PIPES, CONDUITS, AND BOX CONDUITS TO KEEP WATER AND DEBRIS OUT OF EXISTING SYSTEMS TO REMAIN.
9. ANY MATERIALS TO BE REMOVED SHALL BE DISPOSED OF IN A LEGAL MANNER.
10. CONTRACTOR SHALL BE RESPONSIBLE TO UNDERSTAND SCOPE OF PROPOSED IMPROVEMENTS (NOT SHOWN) AND ANY AUXILIARY DEMOLITION THAT IS NECESSARY FOR CONSTRUCTION ARE ASSUMED TO BE INCLUDED IN THE CONTRACTOR'S SCOPE OF WORK.
11. CONTRACT SHALL MAINTAIN PUBLIC ACCESS TO THE LIBRARY AT ALL TIMES. COORDINATE THE PHASING OF THE PROJECT WITH THE CITY AND THE LIBRARY.
12. CONTRACTOR TO PROVIDE TEMPORARY WATCHDOG AND SAFETY SIGNAGE AS REQUIRED AT THE PROJECT SITE DURING CONSTRUCTION.

NOTES:

1. REFER TO SPECIFICATIONS FOR ADDITIONAL DEMOLITION REQUIREMENTS.
2. PROJECT LIMIT LINE AND S&T FENCE LINE OFFSET FOR VISUAL CLARITY.

EROSION CONTROL NOTES

1. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL TECHNICAL STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS.
2. INSTALL EROSION CONTROL MEASURES PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIALS AS SHOWN ON THE PLAN. MODIFICATIONS TO THE SEDIMENT CONTROL DESIGN MAY BE CONDUCTED TO MEET UNFORESEEN FIELD CONDITIONS. ALL EROSION CONTROL MEASURES SHALL BE ADJUSTED TO MEET FIELD CONDITIONS AT THE TIME OF CONSTRUCTION.
3. ALL EROSION CONTROL MEASURES AS INDICATED ON THE PLANS SHALL BE CONSIDERED MINIMUMS. THE CONTRACTOR SHALL FURNISH AND INSTALL ADDITIONAL MEASURES AS REQUIRED TO COMPLETE THE WORK AND COMPLY WITH APPLICABLE PERMITS, REGULATIONS, AND PROJECT REQUIREMENTS OR AS REQUESTED BY STATE INSPECTORS, MUNICIPAL INSPECTORS, A/E, AND OTHER APPLICABLE AGENCIES. ADDITIONAL EROSION CONTROL MEASURES AS REQUESTED SHALL BE INSTALLED WITHIN 24 HOURS OF REQUEST.
4. INLET PROTECTION SHALL BE INSTALLED AT ALL INLETS WITHIN THE CONSTRUCTION SITE AS WELL AS AT ANY DOWNSTREAM INLETS THAT MAY BE AFFECTED BY CONSTRUCTION. INSTALL PRIOR TO STARTING ANY WORK ON SITE. IF NEW INLETS ARE INSTALLED PER PROJECT, NEW INLET PROTECTION SHALL BE INSTALLED AT THOSE INLETS.
5. INLET PROTECTION SHALL BE KEPT CLEAN OF DEBRIS ON A DAILY BASIS THROUGHOUT THE DURATION OF THE CONSTRUCTION PROJECT. INLET PROTECTION SHALL BE REMOVED ONCE PROJECT HAS ENDED AND SITE HAS STABILIZED PER PERMITS GENERAL PERMIT REQUIREMENTS.
6. PAVED SURFACES ADJACENT TO THE CONSTRUCTION SITE SHALL BE SHEET AND/OR SCARPED TO REMOVE SOIL, SEDIMENT, DIRT, AND/OR DUST AS NEEDED THROUGHOUT THE DAY AND AT THE END OF EVERY DAY. THE CONTRACTOR SHALL TAKE MEASURES TO PREVENT VEHICLES INVOLVED IN THE CONSTRUCTION PROJECT FROM DISCARDING MUD, DIRT, DEBRIS OR CONSTRUCTION MATERIALS ONTO CITY OF MILWAUKEE STREETS, SIDEWALKS, AND PARKWAYS. IF THIS WORK IS NOT COMPLETED WITHIN THIS TIME FRAME, THE CITY OF SHEBOYGAN HAS THE RIGHT TO PERFORM THIS WORK AND BILL THE CONTRACTOR.
7. CONTRACTOR SHALL INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF ALL STOCKPILES.
8. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR DUST CONTROL ON THE PROJECT THROUGHOUT EACH DAY. ALL DAMAGE RESULTING FROM DUST SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL PREVENT EXCESSIVE DUST FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH THE LOCAL AND STATE REGULATIONS.
9. ALL BARE EARTH SLOPES EXCEEDING 4:1 SHALL BE STABILIZED WITH CLASS I, TYPE B EROSION MATTING AND ALL DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE 0 EROSION MATTING.
10. CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1, UNLESS APPROVED BY THE GEOTECHNICAL ENGINEER.
11. ANY DISTURBED AREA THAT REMAINS INACTIVE FOR GREATER THAN SEVEN (7) DAYS SHALL BE STABILIZED WITH TEMPORARY STABILIZATION METHODS SUCH AS TEMPORARY SEEDING, SOIL TREATMENT, EROSION MATTING, OR HYDROMULCH.
12. THE MINIMUM SEEDING RATE FOR TEMPORARY SEEDING IN TURF AREAS IS 5 POUNDS GRASS SEED MIX PER 1000 SQUARE FEET, COMBINED WITH ANNUAL RYEGRASS AT A RATE OF 1/2 POUNDS PER 1000 SQUARE FEET, UNLESS OTHERWISE SPECIFIED.
13. ALL DISTURBED AREAS SHALL BE SEEDING AND MULCHED IMMEDIATELY FOLLOWING GRADING ACTIVITIES.
14. ALL DISTURBED AREAS TO BE SEEDING SHALL RECEIVE A MINIMUM OF 6 INCHES OF TOPSOIL, FERTILIZER, SEED AND HYDROMULCH.
15. SILT FENCING SHALL NOT BE INSTALLED WITHIN THE CRITICAL ROOT ZONE OR WITHIN THE DRIP LINE OF ANY TREES OR SHRUBS TO BE PROTECTED. USE SALT SOCKS WHICH DO NOT REQUIRE EXCAVATION AND CUTTING ROOTS.
16. INSPECTION AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE (ONCE PER WEEK AND AFTER EACH 1/2 INCH RAINFALL) TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
17. CONTRACTOR SHALL KEEP RECORDS ON SITE OF ALL EROSION CONTROL INSPECTIONS AND AVAILABLE FOR REVIEW BY INSPECTORS WHEN REQUESTED.
18. CONTRACTOR SHALL REMOVE SEDIMENT FROM THE STORM FACILITIES IMPACTED BY CONSTRUCTION INCLUDING STRUCTURES OUTSIDE OF THE CONSTRUCTION SITE AFTER COMPLETION OF ALL SITE CONSTRUCTION AND PRIOR TO SUBSTANTIAL COMPLETION.

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 Suite 200
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 608.255.0800
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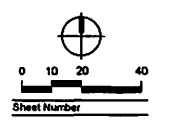
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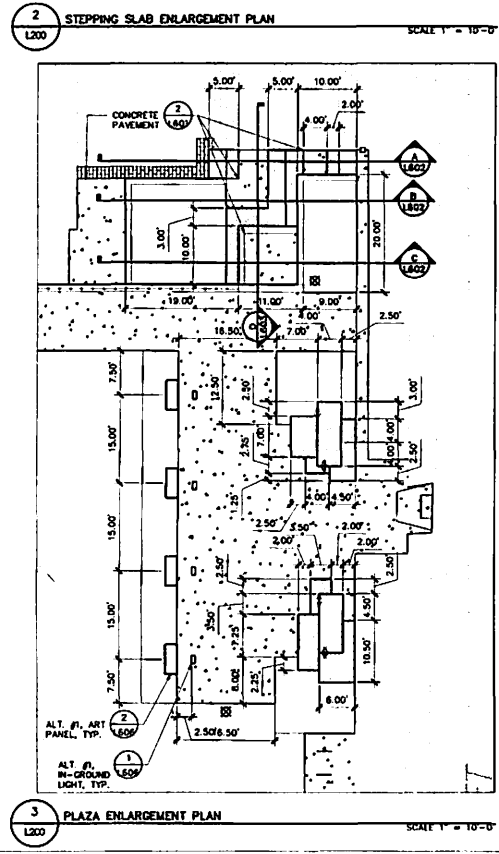
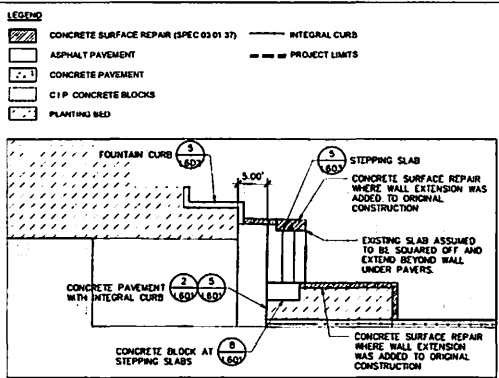
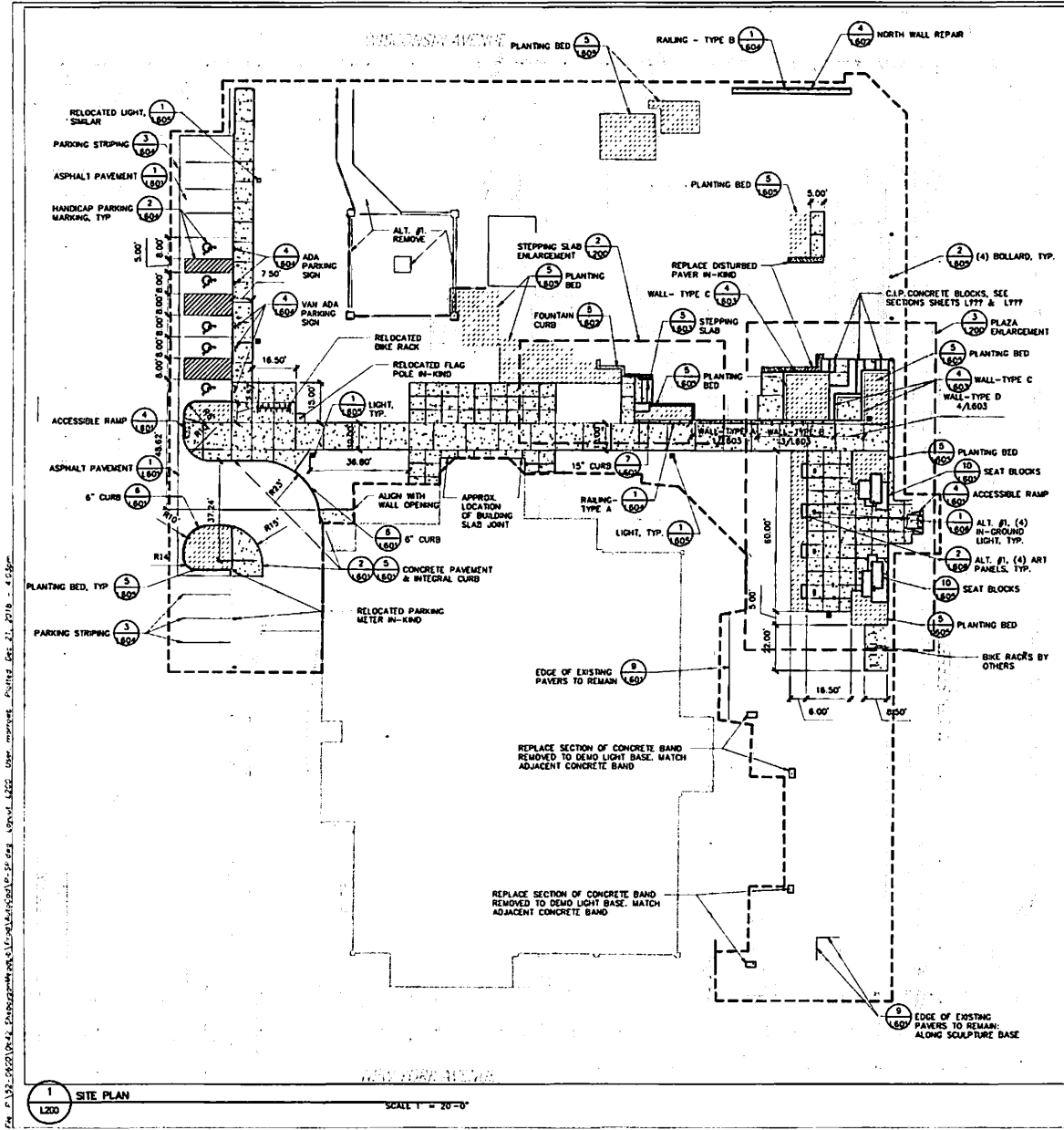
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Sheet Title
**DEMOLITION AND
 EROSION PLAN**



Sheet Number
L100



LEGEND

- CONCRETE SURFACE REPAIR (SPEC 03.01.37)
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT
- C.I.P. CONCRETE BLOCKS
- PLANTING BED
- INTEGRAL CURB
- PROJECT LIMITS

2 STEPPING SLAB ENLARGEMENT PLAN
SCALE 1" = 10'-0"

3 PLAZA ENLARGEMENT PLAN
SCALE 1" = 10'-0"

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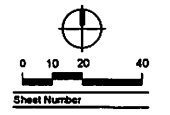
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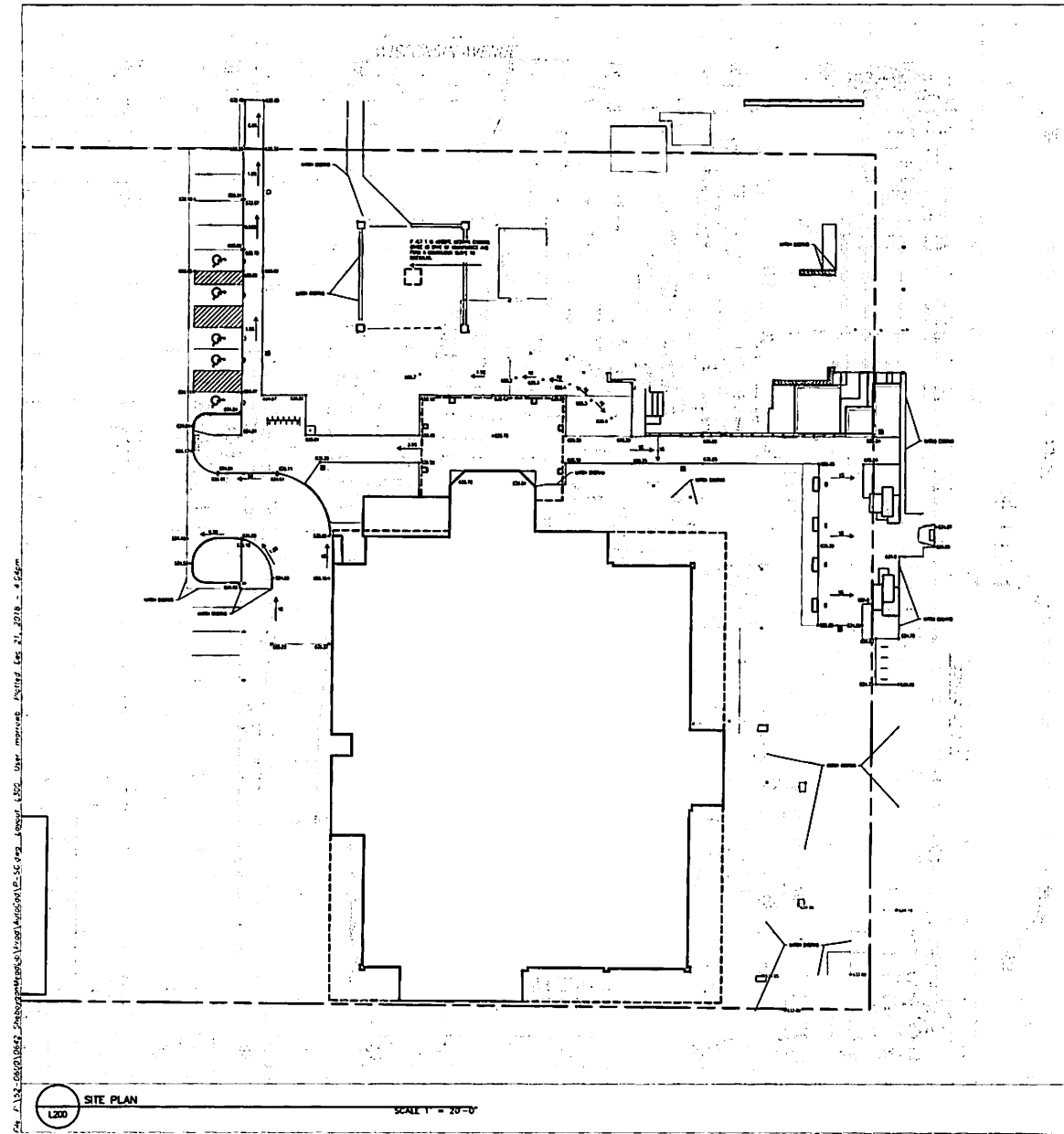
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Sheet Title
SITE PLAN



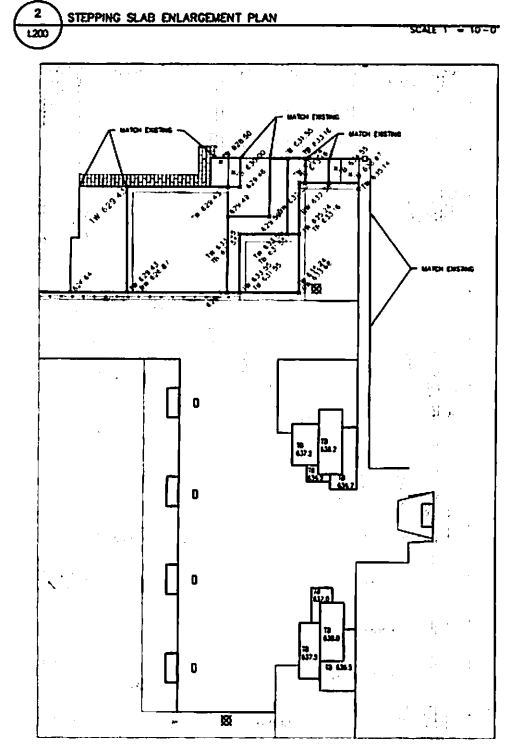
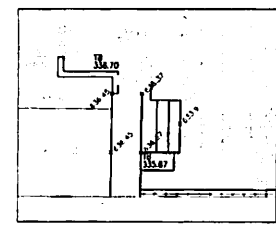
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GRADING NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON THE SITE AND IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES PRIOR TO STARTING WORK.
2. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE OR EDGE OF PAVEMENT UNLESS OTHERWISE NOTED. GENERAL CONTRACTOR TO COORDINATE WITH EXCAVATION, LANDSCAPE AND PAVING SUBCONTRACTORS REGARDING TOPSOIL THICKNESS FOR LANDSCAPE AREAS, AND PAVEMENT SECTION THICKNESS FOR PAVED AREAS, TO PROPERLY ENSURE ADEQUATE CUT TO ESTABLISH SUBGRADE ELEVATIONS.
3. NO EARTHEN SLOPE SHALL BE GREATER THAN 4:1 UNLESS OTHERWISE NOTED.
4. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 1.5% ON ALL SIDEWALKS AND ACCESSIBLE ROUTES.
5. MATCH EXISTING ELEVATIONS AT THE PROJECT LIMITS.
6. CONTRACTOR SHALL MEET EXISTING GRADE AT PROJECT LIMITS WITH A SMOOTH AND CONTINUOUS TRANSITION.
7. SPOT ELEVATIONS REPRESENT THE DESIGN INTENT OF FINISH GRADES AND FINISH SURFACES. SUBGRADES SHALL BE PER DETAIL DRAWINGS. THERE SHALL BE A MINIMUM OF 4" OF TOPSOIL IN ALL LAWN AND LANDSCAPE AREAS.
8. SHEETS ARE INTENDED AS 22" X 34" FULL SIZE.

TW = TOP OF WALL
 TB = TOP OF BLOCK
 TC = TOP OF CURB



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 Suite 200
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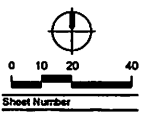
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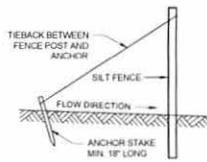
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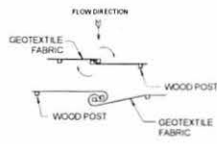
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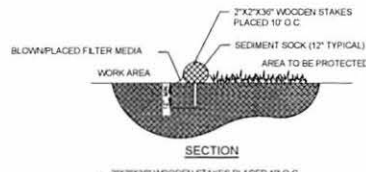
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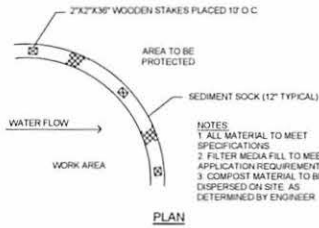
SILT FENCE TIE BACK (WHEN REQUIRED BY THE ENGINEER)



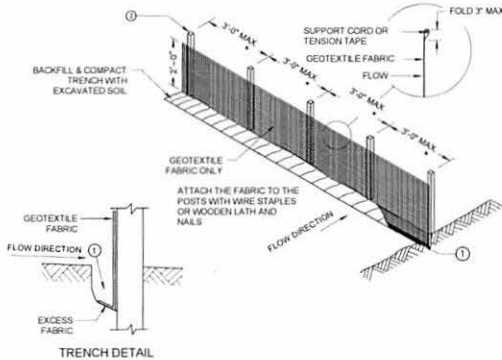
JOINING TWO LENGTHS OF SILT FENCE (TWIST METHOD)



SECTION



PLAN



TRENCH DETAIL

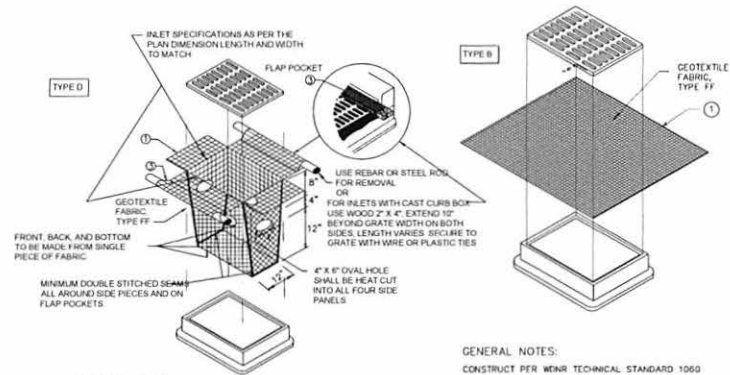
GENERAL NOTES:

- 1 FOR MANUAL INSTALLATIONS THE TRENCH SHALL BE A MINIMUM OF 4\"/>
- 2 WOOD POSTS SHALL BE A MINIMUM SIZE OF 3\"/>
- 3 ADDITIONAL POST DEPTH OR TIE BACKS MAY BE REQUIRED IN UNSTABLE SOILS
- 4 DETAILS OF CONSTRUCTION NOT SHOWN ON THIS DRAWING SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE SPECIAL PROVISIONS
- 5 THE MAXIMUM SPACING OF POSTS FOR WOVEN FABRIC SILT FENCE SHALL BE 8 FEET AND FOR NON-WOVEN FABRIC 3 FEET
- 6 8\"/>
- 7 MANUFACTURED ALTERNATIVES APPROVED AND LISTED ON THE WOOD PRODUCT ACCEPTABILITY LIST MAY BE SUBSTITUTED
- 8 FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10\"/>
- 9 FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4
- 10 EROSION CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH MNR TECHNICAL STANDARD
- 11 CROSS BRACE WITH 2\"/>
- 12 MINIMUM 14 GAUGE WIRE REQUIRED. FOLD FABRIC 3\"/>
- 13 WIRE SUPPORT FENCE SHALL BE 14 GAUGE MINIMUM WOVEN WIRE WITH A MAXIMUM MESH SPACING OF 6\"/>
- 14 GEOTEXTILE FABRIC SHALL BE REINFORCED WITH AN INDUSTRIAL POLYPROPYLENE NETTING WITH A MAXIMUM MESH SPACING OF 3/4\"/>
- 15 STEEL POSTS SHALL BE STUDDED \"TEE\" OR \"L\" TYPE WITH A MINIMUM WEIGHT OF 128 LBS./LIN. FT. (WITHOUT ANCHOR). FIN ANCHORS SUFFICIENT TO RESIST POST MOVEMENT ARE REQUIRED. WOOD POSTS SHALL BE A MINIMUM SIZE OF 1 1/8\"/>
- 16 CONSTRUCT SILT FENCE FROM A CONTINUOUS ROLL, IF POSSIBLE, BY CUTTING LENGTHS TO AVOID JOINTS. IF A JOINT IS NECESSARY, USE ONE OF THE FOLLOWING TWO METHODS: A) TWIST METHOD - OVERLAP THE END POSTS AND TWIST, OR ROTATE, AT LEAST 180 DEGREES. B) HOOK METHOD - HOOK THE END OF EACH SILT FENCE LENGTH

1 SILT FENCE AND SEDIMENT SOCK

CSXO

NTS



GENERAL NOTES:

- INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
- 1 FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10\"/>
 - 2 FOR INSTALLATION WITH CURB BOX, AN ADDITIONAL 18\"/>
 - 3 FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2x4.
- CONSTRUCT PER MNR TECHNICAL STANDARD 1050.

GENERAL NOTES:

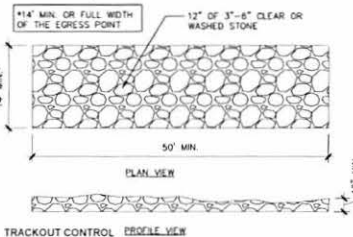
- CONSTRUCT PER MNR TECHNICAL STANDARD 1050
- INLET PROTECTION DEVICES SHALL BE MAINTAINED OR REPLACED AT THE DIRECTION OF THE ENGINEER.
- WHEN REMOVING OR MAINTAINING INLET PROTECTION, CARE SHALL BE TAKEN SO THAT THE SEDIMENT TRAPPED ON THE GEOTEXTILE FABRIC DOES NOT FALL INTO THE INLET. ANY MATERIAL FALLING INTO THE INLET SHALL BE REMOVED IMMEDIATELY.
- 1 FINISHED SIZE, INCLUDING FLAP POCKETS WHERE REQUIRED, SHALL EXTEND A MINIMUM OF 10\"/>

NOTE:
INLET PROTECTION TYPE D SHALL BE INSTALLED ON ALL INLETS GREATER THAN 30\"/>

2 INLET PROTECTION TYPES B & D

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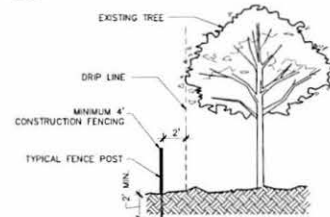
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3 TRACKOUT CONTROL PROFILE VIEW

CSXO

NTS



4 TREE PROTECTION

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NTS

- NOTES:**
1. NO ENTRY, NO STORAGE AND NO TRENCHING IN TREE PROTECTION ZONE DURING ENTIRE SITE CONSTRUCTION
 2. FENCING TO BE LOCATED 2\"/>

NOTE:
COORDINATE LOCATION(S) OF TRACKING PADS WITH CITY.

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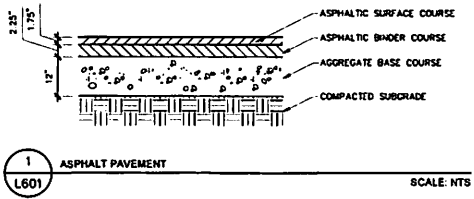
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DETAILS

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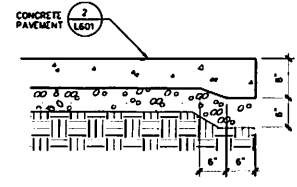


1 ASPHALT PAVEMENT SCALE: NTS

NOTES:
 1. MEDIUM BROOM FINISH, PERPENDICULAR TO DIRECTION OF TRAVEL, UNLESS OTHERWISE STATED.
 2. PROVIDE EXPANSION JOINTS 30' ALL WAYS, MINIMUM.
 3. SEE PLANS FOR SCORING

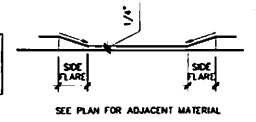


2 CONCRETE PAVEMENT SCALE: NTS

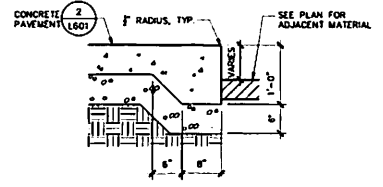
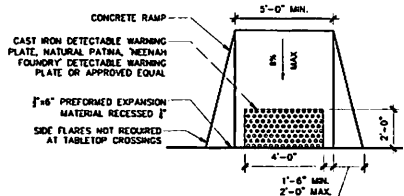


3 THICKENED CONCRETE SCALE: NTS

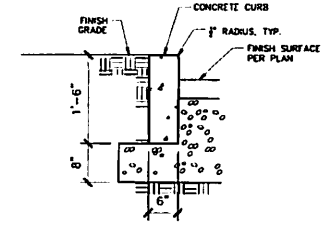
NOTES:
 1. NO MASONITE TO BE USED FOR FORMS
 2. SIDEWALK TO BE THOROUGHLY SPADED
 3. EXPANSION MATERIAL SHALL NOT BE USED AS FORMS



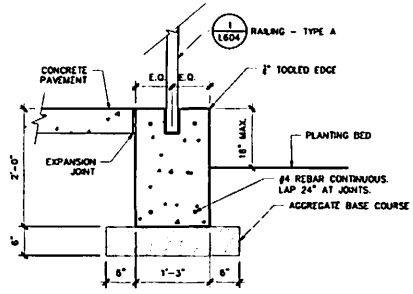
4 ADA ACCESSIBLE RAMP SCALE: NTS



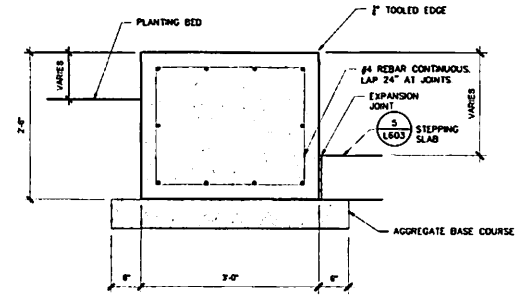
5 INTEGRAL CURB SCALE 1\"/>



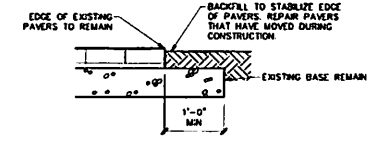
6 6\"/>



7 15\"/>

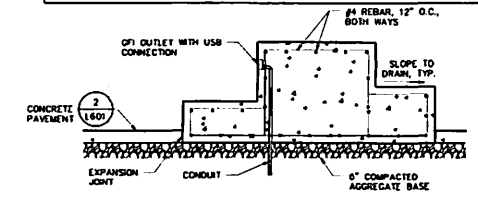


8 CONCRETE BLOCK AT STEPPING SLABS NTS



9 EDGE OF EXISTING PAVERS TO REMAIN NTS

GENERAL NOTES:
 1. MAXIMUM CLEAR COVER SHALL BE 3-INCHES U.N.D.
 2. LAP SPLICES NOT SHOWN, PROVIDE STANDARD A/C LAP SPLICES AS NEEDED.
 3. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.
 4. FACE OF BLOCKS TO HAVE BOARD FORMED FINISH. FRESH TOPS TO MATCH EXISTING FOUNTAIN CONCRETE APPEARANCE.
 5. SLOPE TOP OF BLOCKS TO DRAIN. MAXIMUM SLOPE: 2%



10 SEAT BLOCK - TYPICAL SECTIONS SCALE 1/2\"/>

City of Sheboygan, WI 53081
 Department of Public Works
 2026 New Jersey Ave.
 Sheboygan, WI 53081
 Project No. 52-0642-00
 Issue Date: 12/21/2018
 Checked By: BM
 Drawn By: RS
 File: L601
 L601 - SHEET 1 OF 1
 12/21/2018

Revision	Date

Project Name
**MEAD LIBRARY
 CONCEPT
 DESIGN**

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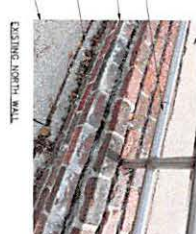
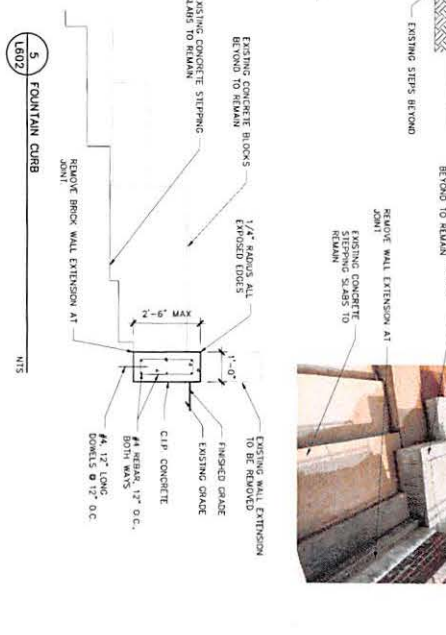
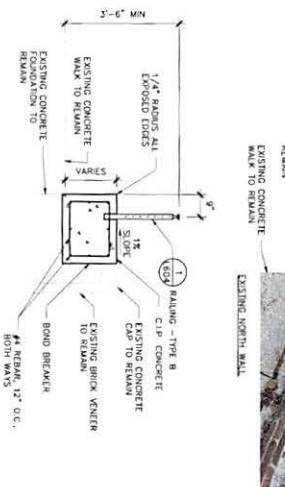
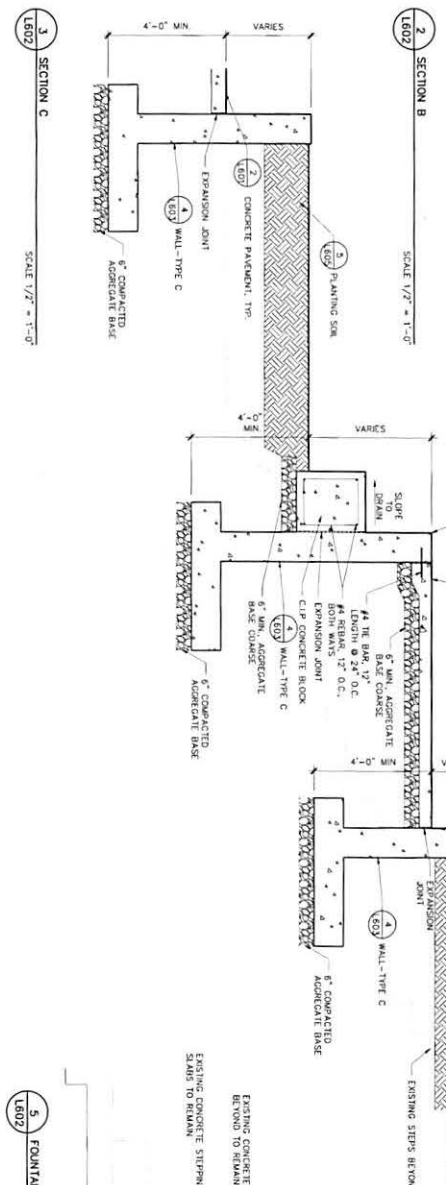
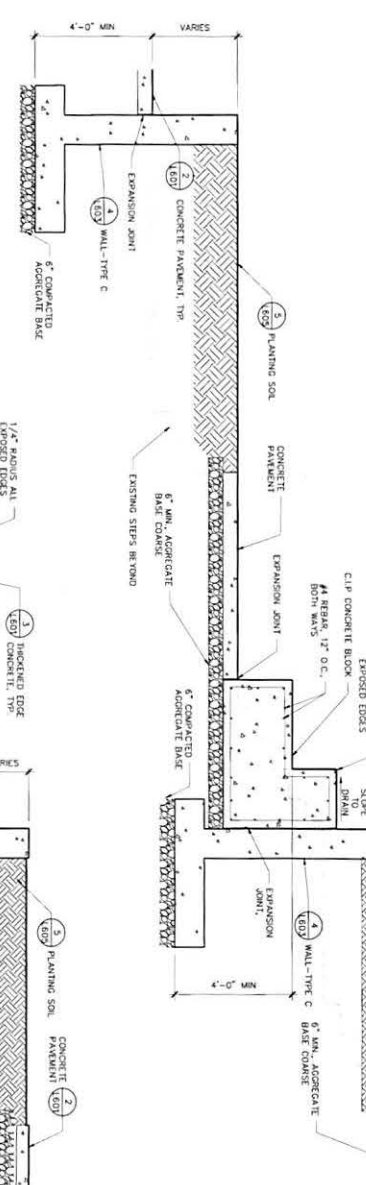
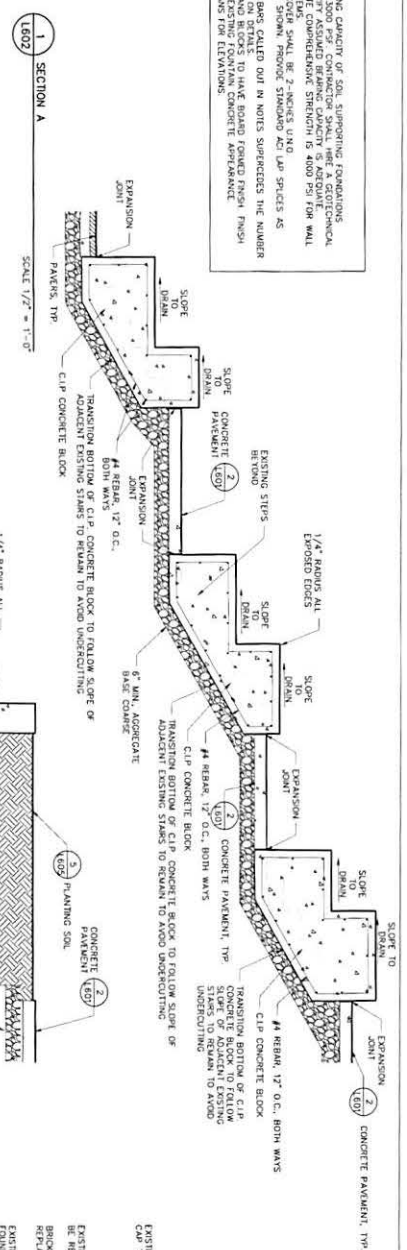
City of Sheboygan
 Dept of Public Works
 2026 New Jersey Ave.
 Sheboygan, WI 53081

Drawn By: RS
 Checked By: BM
 File: L601
 Issued For: 90% Review
 Issue Date: 12/21/2018
 Project No. 52-0642-00

Sheet Title
DETAILS

Sheet Number
L601

- GENERAL NOTES:**
1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS TO BE DETERMINED BY GEOTECHNICAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.
 2. FINISH CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL.
 3. FINISH CONCRETE COMPRESSIVE STRENGTH IS 3000 PSI FOR SLAB.
 4. MINIMUM CLEAR COVER SHALL BE 2-INCHES UNLESS SPECIFIED AS NEEDED.
 5. MESH AND BARS SHALL BE 2-INCHES UNLESS SPECIFIED AS NEEDED.
 6. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERSEDES THE NUMBER CALLED OUT IN DETAILS.
 7. FACE OF WALLS AND BLOCKS TO HAVE BOARD FORMED FINISH UNLESS OTHERWISE NOTED.
 8. FINISH PLANES FOR ELEVATION.



AVRES ASSOCIATES
 5201 E. Terrace Drive
 Madison, WI 53718
 608.255.0800
 www.avresassociates.com
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City of Sheboygan
 Dept of Public Works
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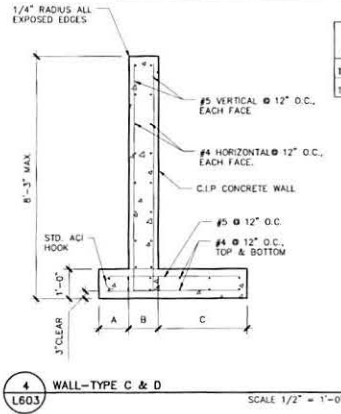
Drawn By: BM
 Checked By: DS
 Issue Date: 12/21/2018
 Project No: 52-0642-00

Sheet Number: L602

NOT FOR CONSTRUCTION

- GENERAL NOTES:
1. ALLOWABLE BEARING CAPACITY OF SOIL SUPPORTING FOUNDATIONS ASSUMED TO BE 3000 PSF. CONTRACTOR SHALL HIRE A GEOTECHNICAL ENGINEER TO VERIFY ASSUMED BEARING CAPACITY IS ADEQUATE.
 2. MINIMUM CONCRETE COMPRESSIVE STRENGTH IS 4000 PSI FOR WALL FOOTINGS AND STEMS.
 3. MINIMUM CLEAR COVER SHALL BE 2-INCHES U.N.D.
 4. LAP SPLICES NOT SHOWN, PROVIDE STANDARD ACI LAP SPLICES AS NEEDED.
 5. THE NUMBER OF BARS CALLED OUT IN NOTES SUPERCEDES THE NUMBER OF BARS SHOWN ON DETAILS.
 6. FACE OF WALLS AND BLOCKS TO HAVE BOARD FORMED FINISH. FINISH TOPS TO MATCH EXISTING FOUNTAIN CONCRETE APPEARANCE.
 7. SEE GRADING PLANS FOR ELEVATIONS.

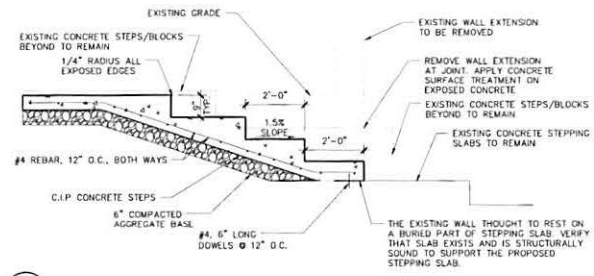
WALL	TOE SLAB (A)	STEM (B)	HEEL SLAB (C)
TYPE C	1'-0"	1'-0"	3'-0"
TYPE D	1'-0"	1'-3"	2'-9"



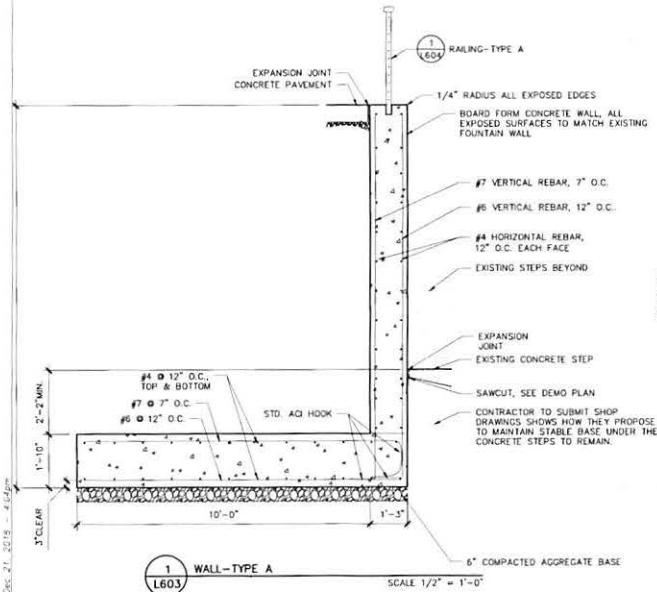
4 WALL-TYPE C & D SCALE 1/2" = 1'-0"



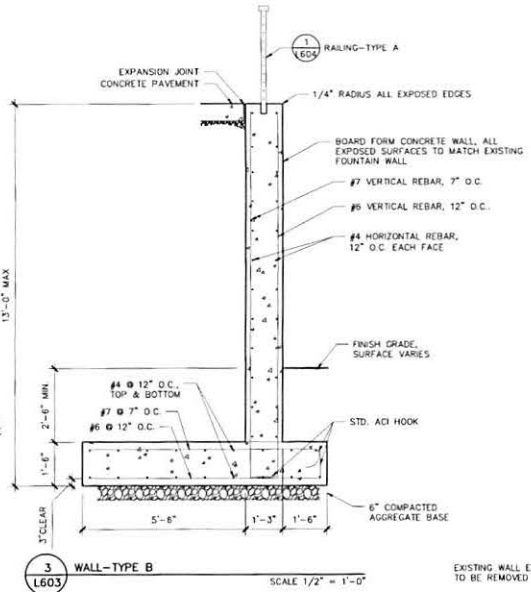
EXISTING WALL AT REAR STEPS



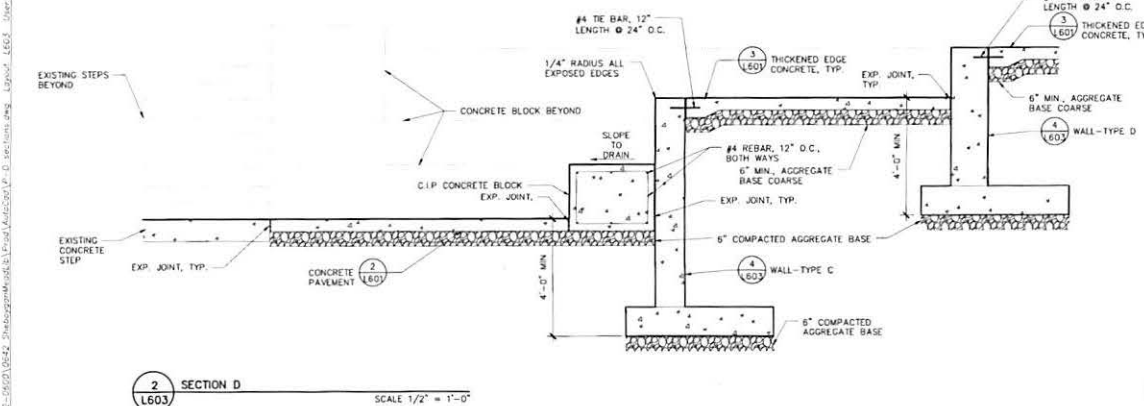
5 SECTION E - STEPPING SLABS SCALE 1/2" = 1'-0"



1 WALL-TYPE A SCALE 1/2" = 1'-0"



3 WALL-TYPE B SCALE 1/2" = 1'-0"



2 SECTION D SCALE 1/2" = 1'-0"

File: P:\15-0962\0642 - Sheboygan\Map\15-0962\15-0962.dwg Plot: L603 User: mcrivae Date: 21-10-18 4:42pm

Revision	Date

Project Name
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City of Sheboygan
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Sheet Title
 DETAILS

Sheet Number

L603

