

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
FOURTEENTH REGULAR COMMON COUNCIL MEETING
Monday, October 15, 2018

ALDERPERSONS PRESENT:

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

ALDERPERSON ABSENT AND EXCUSED:

Todd Wolf - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES

MOTION TO APPROVE MINUTES

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

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

1.5 CONFIRMATION OF MAYOR'S APPOINTMENTS - Bryan Mohoric, Andrea Mace, Jean Grade, and Beth Counard to the Mayor's Neighborhood Leadership Cabinet

MOTION TO CONFIRM

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

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

2. HEARINGS

2.1 Hearing No. 6-18-19 pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification.

MOTION TO CLOSE HEARING

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Rosemarie Trester, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch,

Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 9.

2.2 Hearing No. 7-18-19 pursuant to Chapter 65.90 of the Laws of Wisconsin, notice is hereby given that the annual budget hearing will be held this evening at which time any taxpayer or resident of the governmental unit will have the opportunity to be heard on the proposed budget.

MOTION TO CLOSE HEARING

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3. CONSENT AGENDA

3.1 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 Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.2 R. O. No. 137-18-19 by City Clerk granting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.3 R. O. No. 138-18-19 by Board of Contractors Examiners submitting applications for Building Contractor Licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.4 Res. No. 105-18-19 by Alderperson Wolf recognizing the service of Dirk Zylman to Mead Public Library. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.5 R. C. No. 150-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 121-18-19 by City Clerk submitting various license applications; recommends granting "Class A" Liquor License application #3357 (Aneek, Inc.) and to deny Beverage Operator's License application #2403 (Makai C. Myers). ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.6 R. C. No. 151-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 135-18-19 by City Clerk submitting various license applications; recommends granting all licenses. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.7 R. C. No. 152-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL R. O. No. 136-18-19 by Director of Planning and Development submitting a request from Chad Pelishek of the 2019 BID Statement of Purpose dated September 12, 2018 from the Harbor Centre Business Improvement District; recommends to file the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.8 R. C. No. 153-18-19 by Public Works Committee to whom was referred Res. No. 102-18-19 by Alderperson Wolf authorizing the Purchasing Agent to enter into contract for the purchase of (1) Full Size Drive Pickup Truck and (1) Full Size Two-Wheel Drive Pickup Truck for the Department of Public Works; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.9 R. C. No. 154-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred Res. No. 104-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Evidence.com Prosecutor Services Agreement by and between Axon Enterprise, Inc. and the City of Sheboygan with regard to the use of Axon Enterprise, Inc. products and services; recommends approving the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

3.10 R. C. No. 155-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 19-18-19 by Alderperson Rindfleisch amending Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the City Development Table of Organization; recommends approving the

Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

4. REPORTS OF OFFICERS

- 4.1 R. O. No. 142-18-19 by City Clerk submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days for 2019, 2020, and 2021 for the Rockets for Schools Event at Blue Harbor. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 4.2 R. O. No. 143-18-19 by City Clerk submitting a Notice of Claim from the Department of Natural Resources for alleged noncompliance with Wisconsin's storm water permitting standards at the SouthPointe Enterprise Campus site. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 4.3 R. O. No. 140-18-19 by City Clerk submitting a claim from Larry Schoemer for alleged damages to his vehicle when wind blew a barricade into the hood. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 4.4 R. O. No. 141-18-19 by City Clerk submitting an article published in the Milwaukee Journal Sentinel on October 4, 2018 at the request of Alderperson Bohren regarding health benefits. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 4.5 R. O. No. 139-18-19 by City Clerk submitting a notice of claim from American Family Insurance on behalf of their insured Carol S. Klein. REFER TO FINANCE AND PERSONNEL COMMITTEE
- 4.6 R. O. No. 144-18-19 by City Clerk submitting a communication from Michael L. Bartlein requesting a waiver from the Sex Offender Residency requirements in order to reside at 1108A Erie Avenue. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 4.7 R. O. No. 145-18-19 by City Clerk submitting a communication from Phoenix Reyes requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 4.8 R. O. No. 149-18-19 by City Clerk submitting a communication from Ricardo Lopez requesting a waiver from the Sex Offender Residency requirements in order to reside at 1427 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 4.9 R. O. No. 148-18-19 by City Clerk submitting a communication from Ricardo Lopez requesting a waiver from the Sex Offender Residency requirements in order to reside at 1533 North 12th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 4.10 R. O. No. 147-18-19 by City Clerk submitting a communication from Thomas Wirth requesting a waiver from the Sex Offender Residency requirements in order to reside at 1202 North 31st Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 4.11 R. O. No. 146-18-19 by City Clerk submitting a communication from Joshua Martin requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
- 4.12 R. O. No. 150-18-19 by City Clerk submitting a communication from Scott Jackett requesting permission from the City of Sheboygan to bow hunt on a parcel of land behind his property at 4447 South 8th Street. REFER TO PUBLIC WORKS COMMITTEE

5. RESOLUTIONS

5.1 Res. No. 107-18-19 by Alderpersons Rindfleisch, Wolf, Donohue, Trester, Savaglio, Dekker, Phillips, Sorenson, Mitchell, and Bohren commemorating the distinguished service of Scott Lewandoske to the City of Sheboygan. PASS RESOLUTION

MOTION TO PASS RESOLUTION

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

5.2 Res. No. 106-18-19 by Alderpersons Wolf and Sorenson authorizing the appropriate City Officials to enter into a contract or contracts to obtain trees and tree planting services to replace street and park trees in the City of Sheboygan. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Ryan Sorenson, second by Markus Savaglio.

Final Resolution: Motion Passes

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

5.3 Res. No. 109-18-19 by Alderperson Rindfleisch awarding the sale of \$3,800,000 Taxable General Obligation Refunding Bonds. REFER TO FINANCE AND PERSONNEL COMMITTEE

5.4 Res. No. 110-18-19 by Alderperson Rindfleisch awarding the sale of \$5,100,000 General Obligation Refunding Bonds. REFER TO FINANCE AND PERSONNEL COMMITTEE

5.5 Res. No. 108-18-19 by Alderpersons Bohren and Rindfleisch authorizing the Contract Extension by and between Grota Appraisals, LLC (Assessor) and the City of Sheboygan, Sheboygan County, Wisconsin (City). REFER TO FINANCE AND PERSONNEL COMMITTEE

5.6 Res. No. 111-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

6. REPORT OF COMMITTEES

6.1 R. C. No. 156-18-19 by Finance and Personnel Committee to whom was referred Res. No. 101-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Adopt-a-Beach); recommends approving the Resolution as amended. ACCEPT AND ADOPT AND PASS AMENDED RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS AMENDED RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

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

6.2 R. C. No. 158-18-19 by Public Works Committee to whom was referred Gen. Ord. No. 20-18-19 by Alderperson Wolf creating timed parking limits on the west side of South 8th Street between New Jersey Avenue and Virginia Avenue; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Ryan Sorenson, second by Markus Savaglio.

Final Resolution: Motion Passes

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

6.3 R. C. No. 157-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. C. No. 111-18-19 by Licensing, Hearings, and Public Safety Committee and Gen. Ord. No. 8-18-19 by Alderpersons Donohue and Rindfleisch repealing Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions"; recommends to file the document. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE

Motion by Mary Lynne Donohue, second by Ron Rindfleisch.

Final Resolution: Motion Passes

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

6.4 R. C. No. 159-18-19 by Committee of the Whole to whom was referred R. C. No. 139-18-19 by Finance and Personnel Committee and Res. No. 94-18-19 by Alderperson Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution with amendment. LAYS OVER

6.5 R. C. No. 160-18-19 by Committee of the Whole to whom was referred R. C. No. 140-18-19 by Licensing, Hearings, and Public Safety Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents. LAYS OVER

6.6 R. C. No. 161-18-19 by Committee of the Whole to whom was referred R. C. No. 141-18-19 by Public Works Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents. LAYS OVER

7. GENERAL ORDINANCE

7.1 Gen. Ord. No. 21-18-19 by Alderpersons Donohue and Rindfleisch repealing and recreating Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions." REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

7.2 Gen. Ord. No. 22-18-19 by Alderperson Wolf limiting parking to two hours between 8:00 a.m. to 5:00 p.m. Monday through Friday on the north side of Cooper Avenue between Calumet Drive and North 20th Street. REFER TO PUBLIC WORKS COMMITTEE

8. MATTERS LAID OVER

8.1 R. O. No. 122-18-19 by City Plan Commission to whom was referred Gen. Ord. No. 17-18-19 by Alderperson Rindfleisch and R. O. NO. 118-18-19 by City Clerk for an application from Guske Electric Inc. for a change in the zoning classification of property located at 3411 Lakeshore Road from Class Urban Industrial (UI) to Class Suburban Industrial (SI) Classification; recommends approval of the General Ordinance and R. O. ACCEPT AND FILE AND PASS ORDINANCE

MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by Jim Bohren, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Rosemarie Trester, Mary Lynne Donohue, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Rose Phillips, Trey Mitchell - 8.

Abstain: Jim Bohren - 1.

8.2 R. O. No. 123-18-19 by City Administrator submitting a listing of the Estimated Unreserved Fund Balances at December 31, 2019 and outstanding debt as of December 31, 2018. LAYS OVER

9. OTHER MATTERS

9.1 Discussion of 2019 proposed Budget.

10. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

10.1 R. O. No. 151-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

11. ADJOURN MEETING

11.1 Motion to Adjourn

MOTION TO ADJOURN at 6:33 p.m.

Motion by Mary Lynne Donohue, second by Jim Bohren.

Final Resolution: Motion Passes

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

Generated by City Clerk Meredith DeBruin on Tuesday, October 16, 2018

2018 Action Items and Critical Measurements

<u>Quality of Life - Action Items</u>		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
1	Create a replacement park equipment schedule	Public Works	10/1/2017		Park staff	90%	Tracking spreadsheet created with ongoing updates
2	Complete a building adequacy study on the Senior Activity Center building	Public Works	1/1/2020			0%	Moved to 2020
3	Become a bike-friendly city	City Plan/Mayor	4/1/2017	6/30/2018		100%	Community application submitted
4	Coordinate with Sheboygan County on planning south side utility corridor bike path	City Plan/Public Works	1/1/2017	10/1/2019		50%	2019 collaborative project with Sheboygan County - December 2019 re-bid project
5	Engage community / gather information / identify priorities for Age Friendly / Liveable Communities initiative	Senior Activity Center	1/1/2018		All Departments	50%	Fall 2018 survey and community listening sessions administered
6	Expand and enhance Fire / EMS staff training	Fire	1/1/2018			50%	Analyzing training programs, planning for expansion
7	Dedicate funding to the emerald ash borer program	Public Works	1/1/2018	Ongoing	Forestry staff	95%	Fall 2018 - 1,200 trees treated, 500 planted
<u>Quality of Life - Critical Measurements</u>		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
8	Fire response compliance percentage (NFRIS standard 380 seconds)	Fire	76%	90%		78%	2018 = 70% (Quarter 1 and 2 average), 2016 = 79% , 2015 = 81%
9	EMS response compliance percentage (NFRIS standard 360 seconds)	Fire	57%	90%		66%	2018 = 59% (Quarter 1, 2 and 3 average), 2016 = 79%, 2015 = 81%
10	Total in Fire / EMS staff training hours	Fire	7,056	12,000		59%	2017 total = 9,908
11	Improve ISO rating from 2 to 1	Fire	2	1		0%	June 2018 - ISO 2 rating reaffirmed
12	Residents who feel safe or very safe walking in their neighborhood after dark	Police	N/A	80%		N/A	2019 Community Survey contains question. 58% - 2016
13	Part 1 crime rate - violent crimes / per 1,000	Police	2.27 per 1,000	2.70 per 1,000		57%	2017 YTD = 1.10, 2017 Final = 2.40
14	Part 1 crime rate - property crimes / per 1,000	Police	12.80 per 1,000	22.25 per 1,000		39%	2017 YTD = 7.80, 2017 Final = 17.10
15	Number of neighborhood associations on the Mayor's Neighborhood Leadership Cabinet	City Plan/Mayor	5	7		74%	Two additional associations being organized
16	Number of neighborhood meetings	City Plan/Police	72	70		103%	

Strategic Plan
2018 Action Items and Critical Measurements

1/1/2018 to 09/30/2018

Blue denotes Benchmark achieved

	<u>Quality of Life - Critical Measurements</u>	<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
17	Number of joint projects with the Sheboygan Area School District	Public Works/City Plan/Library/Transit/Fire/IT	6	6		100%	Grade 4-9 beach education program/Grade K-4 Fire Safety/South High Protective Services Career Pathway
18	Walkability score	City Plan	86	86		100%	2018 - 86/100 Score - Reflected for downtown area
19	Increase in Shoreline Metro and Metro Connection annual ridership	Transit	420,603 / 23,345	530,000 / 34,000		79% / 69%	2017 - 529,726 Shoreline Metro / 35,589 Metro Connection
20	Trips per Revenue Mile - Shoreline Metro Fixed Route	Transit	14.44	13.00		111%	January - August, 2018
21	Trips per Revenue Mile - Metro Connection	Transit	2.73	2.75		99%	January - September, 2018
22	Shoreline Metro passenger opinion surveys conducted by Shoreline Metro and Bay-Lake RPC	Transit	N/A	677		0%	Administered in 2019 via Bay-Lake RPC
23	Metro Connection passenger opinion surveys conducted by Shoreline Metro	Transit	76	46		165%	March 2018 - survey administered
24	Percent of graffiti removed within 3 days of notification on city facilities	Public Works/Police	100%	100%		100%	2017 = 75%
25	Additional trails created annually	Public Works/City Plan	N/A	N/A		50%	2019 collaborative project with Sheboygan County - addition of 3,100 linear feet
26	Number of High Visibility Education and Enforcement traffic safety related deployments	Police	14	9		156%	2017 = 6
27	Pounds of prescription drugs collected	Police	721	1,193		60%	Collected in 2nd / 4th quarter. 2017 = 1,480
28	Number of street trees planted	Public Works	21	500		4%	Fall 2018 planting 500 trees /Fall 2017 = 448 trees
29	Number of years holding Tree City USA designation	Public Works	40	41		0%	Application process in Fall
30	Number of curb miles swept	Public Works	2,991	5,000		60%	
31	Number of youth enrichment classes / events held	Library	567	700		81%	
32	Number of adult enrichment classes / events held	Library	318	400		80%	
33	Number of literacy / citizenship / public events held	Library	75	100		75%	
34	Number of internet sessions used by citizens	Library	168,712	200,000		84%	
35	Number of Age Friendly / Liveable Community work group volunteers	SAC	23	25		92%	6 new members added to group
36	Number of meetings with national consultant for Age Friendly / Liveable Community initiative	SAC	2	3		66%	March / June 2018 - Sheboygan For All group meeting with consultant

2018 Action Items and Critical Measurements

<u>Infrastructure and Public Facilities</u>							
<u>Infrastructure and Public Facilities - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
37	Complete resurfacing of 3 city streets per year leveraging local, state, and federal funding	Public Works	1/1/2018		Engineering	90%	May 2018 - construction commenced and complete in October
38	Manage 5-year information technology plan and provide adequate funding	IT	1/1/2018	Ongoing		100%	2018 - Strategic Plan complete, 5-year Capital Plan with 2019 Budget complete
39	Continue implementation of the Sheboygan A's improvements	Public Works	6/1/2016		A's fundraising	80%	Light installation underway
40	Replace 2 fixed route buses and replace 2 paratransit buses	Transit	Spring 2017	Winter 2018		90%	Buses ordered - delivery early 2019
41	Refurbish South 8th Street bridge	Public Works	8/15/2017	6/1/2018		100%	Completed
42	Refurbish alley between North 8th Street and the parking lot east of the Shoreline Metro Transfer Station	Public Works	Summer 2017	Summer 2019		25%	Establishing partnership with Sheboygan Visual Arts
43	Finalize the redevelopment of alleys on North 8th Street	City Plan/Parking	Fall 2017	Fall 2018		60%	JMKAC completing two additional projects by Fall 2018
44	Manage City Hall renovation process for creation of safer, functional space for citizens/employees	Public Works	Summer 2018	Winter 2019		35%	Project on schedule, demolition in progress
45	Creation of city-side long term storm water management plan	Public Works	5/2/2018	5/21/2019		30%	Under contract with Strand
46	Continue sanitary sewer rehabilitation program	Public Works	6/15/2018	10/1/2019		100%	2018 target - 11,092 linear feet
<u>Infrastructure and Public Facilities - Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
47	Linear feet of sanitary sewer relining completed	Public Works	11,092	11,092		100%	2018 = 11,092 linear feet
48	Pavement rating	Public Works	6.25	6.50		96%	2 year rating: 2017 = 6.25, 2015 = 5.93
49	Linear feet of infrastructure improved	Public Works	40,457	33,000		123%	Approximately 7.66 miles - May 2018 construction commenced, complete in October ; 2017 = 33,000 linear feet

2018 Action Items and Critical Measurements

<u>Economic Development</u>							
<u>Economic Development - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
50	Coordinate with the Business Improvement District on recreational programming for City Green	City Plan	1/1/2017	Ongoing		100%	Partnered with Visit Sheboygan as lead entity
51	Assemble redevelopment site in key areas	City Plan	1/1/2017	5/17/2017		100%	Innovation Community development
52	Coordinate with Visit Sheboygan LLC for July 4th celebration	City Plan/Police/ Public Works	2/1/2018	7/4/2018		100%	Completed
53	Coordinate with consultant for a new business park project	City Plan/Public Works	1/10/2017	7/1/2017		100%	Land acquisition and design completed
54	Leverage WSCS Cable TV to produce PSAs that can be shared with residents	WSCS/City Plan	1/8/2017	Ongoing		75%	2018 - Quarter 1 to 3 = 5 PSAs produced
55	Create a stronger tie between WSCS Cable TV and the Tourism Commission	WSCS/City Plan	6/1/2017	Ongoing		10%	Project continues in 2018
56	Manage construction of SouthPointe Enterprise Campus	Public Works/City Plan	4/23/2018	12/1/2018		85%	Construction in progress
<u>Economic Development – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
57	Amount of room tax generated	Finance	\$314,588	\$550,000		57%	2017 total = \$585,975
58	Number of new hotel room constructed	City Plan	0	100		0%	Fall 2018 - commence construction of 201 rooms
59	Number of jobs retained via city-based finance	City Plan	29	15		193%	2018 - Old World Creamery, 2017 - 3
60	Value of industrial property	City Plan	N/A	\$72,190,120		N/A	2017 = \$186,609,500 valuation determined annually
61	Vacancy rate of industrial buildings	City Plan	4.90%	5.40%		91%	2017 = 4.40% statistic determined annually
62	Square feet of industrial property (construction commenced)	City Plan	35,000	40,000		87%	2018 = FedEx, 2017 = 37,400
63	Average pay of jobs created	City Plan	\$42,500	\$45,000		94%	2017 = \$38,500
64	Number of acres of new industrial sites created	City Plan	0	15		0%	2017 = 88 acres
65	Number of new residential units (construction commenced)	City Plan	33	80		41%	2017 = 133
66	Number of new businesses	City Plan	7	10		70%	2017 = 15
67	Increment valuation of property with Tax Incremental Districts	Finance	\$154,240,200	\$119,664,900		129%	2017 = \$130,881,800

2018 Action Items and Critical Measurements

		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
	<u>Economic Development – Critical Measurements</u>						
68	Percent change of equalized property valuation (all property)	Finance/City Plan	7.00%	3.95%		177%	2017 = 7.00%
69	Amount of new construction	City Plan	\$96,403,629	\$100,000,000		96%	2017 = \$94,843,900
70	Dollars spent per parking stall in the parking utility jurisdiction	Parking	N/A	\$298		N/A	Figure reported annually
71	Annual ridership on the trolley	Transit/City Plan	4,360	2,300		190%	31% increase in trolley's 2 year history. 2017 = 3,327

2018 Action Items and Critical Measurements

<u>Neighborhood Revitalization</u>							
<u>Neighborhood Revitalization - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
72	Create neighborhood development plans for 3 of the official neighborhood associations	City Plan	1/1/2017	Ongoing		60%	Maple Heights approved, three more underway
73	Continue monthly interdepartmental staff meetings to coordinate neighborhood issues	City Plan/Public Works/Police	1/19/2017	Ongoing		50%	6 of 12 meetings completed
74	Continue to grow the number of new neighborhood associations	City Plan/Police	1/1/2017	Ongoing		100%	2018=3 new associations, 2017 = 2 new associations.
75	Make necessary public infrastructure improvements in at-risk neighborhoods	Public Works	1/1/2017	Ongoing	Engineering, Streets	90%	May 2018 - construction commenced, October 2018 complete
76	Promote the city's housing funding programs to qualified homeowners to make improvements	City Plan/Police	1/1/2017	Ongoing		75%	Advertisement in Lakeshore Apt. Assoc newsletter, notices with all code enforcement orders
77	Continue the neighborhood association grant program with city funds	City Plan	10/23/2017	Ongoing		20%	\$10,000 of 2017 CDBG Funds
78	Develop a plan for annual spring clean-up event	City Plan/Public Works	3/1/2018	Ongoing		50%	Draft program and funding request in 2019 Budget
79	Continue Neighborhood Beat Officer program	Police	1/1/2017	Ongoing		100%	On-going
<u>Neighborhood Revitalization – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
80	Number of new neighborhood associations	City Plan/Police	3	2		125%	2018 = 3 associations; 2017 = 2 associations
81	Number of housing loans issued	City Plan	4	10		40%	2017 = 7
82	Number of added affordable units	City Plan	0	50		0%	2017 = 42 (Washington School)
83	Number of code enforcement orders issued	City Plan	643	1,000		64%	2017 = 1,234
84	Number of abandoned vehicles towed	Police	136	86		164%	2017 = 83
85	Number of garbage complaints investigated/cited	Police/City Plan	423	300		141%	2017 = 820

2018 Action Items and Critical Measurements

<u>Governing and Fiscal Management</u>							
<u>Governing and Fiscal Management - Action Items</u>							
		<u>Assigned Department</u>	<u>Start Date</u>	<u>Actual/Target Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
86	Continue providing detailed city budget documents to citizens	City Admin/Finance	1/1/2018	1/30/2018		100%	Link on website - City Admin & Finance
87	Continue providing detailed financial audit documents to citizens	City Admin/Finance	1/1/2017	5/14/2018		100%	2017 CAFR complete - Link on website
88	Support employee recognition team recommendations	Human Resources	7/1/2016		Employee Recognition Committee	60%	Updating Charter 4/1/2018
89	Continue and enhance employee picnics and special events	Mayor	7/1/2016	Ongoing	Human Resources/Mayor	100%	Employee Picnic 9/27/2018
90	Submit budget documents for GFOA award consideration	Finance	1/1/2018	1/30/2018		100%	2018 = Earned Recognition
91	Submit financial audit documents for GFOA award consideration	Finance/City Administrator	5/1/2018	6/29/2018		100%	June 2018 - 2017 CAFR / PAFR application submitted
92	Continue employee newsletters	Human Resources	7/1/2015	Ongoing		75%	Published 3 of 4 quarterly employee newsletters
93	Include Senior Activity Center participants in planning related to the retirement population	Senior Activity Center	5/15/2017			75%	2018 = 3 SAC members serving on Task Force
94	Develop a succession plan for all management positions	Human Resources	6/1/18			20%	10/26/2018 workshop scheduled
96	Conduct a transit transportation development program for the next 5 years	Transit	11/1/17	1/1/19	Bay-Lake RPC	20%	Initial work commenced August 2018
<u>Governing and Fiscal Management – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
96	Percent of unspent general fund budget	Finance	5.00%	3.70%		135%	5.00% as of 1/19/2018
97	Unassigned fund balance as a percent of revenues	Finance	57%	30%		190%	As of 1/2018
98	Number of MUNIS software modules implemented	Information Technology	24	24		100%	June 2018 = Implementation of Budget Module
99	Moody's Investor Service bond rating for Sheboygan	Finance	Aa2	Aa2		100%	6/14/2018 rating confirmed

2018 Action Items and Critical Measurements

<u>Communication</u>							
	<u>Communication - Action Items</u>	<u>Assigned Department</u>	<u>Start Date</u>	<u>Completion Date</u>	<u>Resources</u>	<u>Percentage of Completion</u>	<u>Status</u>
100	Create a monthly electronic community newsletter	Mayor	2/3/2017	Ongoing	Mayor's office	75%	8 of 12 annually completed
101	Continue citizen survey on annual basis	City Admin	1/1/2018	3/11/2018	Online survey	100%	Administered in February - March, 2018; 2019 survey in progress
102	Develop an internal communication plan that is shared with employees	Human Resources	7/1/2016		Human Resources/Dept Staff	75%	Work continuing in 2018 in coordination with Lakeland University
103	Educate entire community on Age Friendly / Livable Community program	City Admin	1/1/2018	Ongoing	All Departments	100%	Fall 2018 - Community listening sessions
104	Expand offering of Fire Department community events	Fire	1/1/2018	Ongoing		75%	Open House events, Flight for Life program, Fight for Air Climb
105	Continue home fire safety programs for students grades Kindergarten through Fourth	Fire	1/1/2018	Ongoing		25%	Collaborative events with SASD
<u>Communication – Critical Measurements</u>							
		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
106	Number of followers on all city departments' Twitter accounts	City Plan/Police/ Library	9,057	7,800		116%	Police = 5,037; MPL = 729; City = 2,944, WSCS=347
107	Number of users on Nextdoor	City Plan	4,120	3,700		115%	
108	Number of "likes" on all City's Facebook accounts	City Plan/Police/ Transit/Water Utility/Cable/ Senior Activity Center	14,989	9,760		111%	Police = 9,080; MPL = 3,532; Transit = 867; SAC = 509; WSCS = 387; WU = 272; City = 342
109	Number of programs produced by WSCS Cable TV	Information Technology	454	500		91%	
110	Number of televised Common Council and Committee of the Whole meetings	Information Technology	25	29		86%	2017 = 29; All meetings available video-on-demand
111	Number of appearances on Hmong radio station	Mayor	4	6		66%	2017=6
112	Number of Nixle contacts	Police	1,963	1,670		118%	
113	Number of followers on Mead Public Library Instagram	Library	381	200		190%	2017 = 189
114	Number of Age Friendly / Liveable Community survey responses	SAC	70	500		14%	8/23/2018 Community Survey commenced.
115	Number of programs / events addressing Age Friendly / Livable Community initiative	SAC	5	6	All Departments	83%	Fall 2018 - Listening sessions scheduled

2018 Action Items and Critical Measurements

		<u>Assigned Department</u>	<u>2018 Actual</u>	<u>2018 Benchmark</u>		<u>Percentage</u>	<u>Notes</u>
	<u>Communication – Critical Measurements</u>						
119	Fire Department community events	Fire	25	38		66%	Mass casualty event, Fall prevention program, open house events
120	Number of home fire safety programs for students grades Kindergarten through Fourth	Fire	90	182		50%	Began with 2018 / 2019 school year
121	Number of students participating in fire safety programs	Fire	1,735	3,393		51%	Began with 2018 / 2019 school year



R. O. No. _____ - 18 - 19. By BOARD OF WATER COMMISSIONERS.
November 5, 2018.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2018.

The water pumpage was up 7.93% from the same period in 2017. 1,354,054,000 gallons were pumped in the third quarter 2018, compared to 1,254,567,000 in 2017.

Year to date Operating Revenue at the end of the third quarter 2018 increased by \$519,418 compared to year to date 2017. The net income for the Utility, as of the end of September, 2018 is \$1,741,813. Details are shown on the attached Income Statement and Balance Sheet.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2018:

Number of feet of 4 inch water main installed	0.0
Number of feet of 6 inch hydrant lead installed	287.3
Number of feet of 6 inch water main installed	0.0
Number of feet of 8 inch water main installed	519.0
Number of feet of 10 inch water main installed	4.0
Number of feet of 12 inch water main installed	4462.0
Number of feet of 16 inch water main installed	6428.9
Number of feet of 20 inch water main installed	94.0
Number of feet of 24 inch water main installed	0.0
Number of feet of water main abandoned or removed.....	1486.0
Number of water main breaks repaired	0
Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made....	33
Number of water main valves installed, repaired, removed, or replaced	28
Number of water service connections installed	9

Details are shown on the attached spreadsheets.

Other Utility Business:

The Utility identified a 2.17 acre parcel of land for sale on N. 36th Street and negotiated an offer to purchase the property for use as a possible future water reservoir site.

Consent

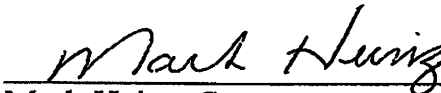
The Utility solicited bids for a pump and generator upgrade at its Georgia Avenue pump station, which supplies water to the southwest boosted pressure zone in the City.

The foundation was completed for the Horizon Drive water tower. Steel delivery was delayed due to federal tariffs, but construction of the tower is expected to occur in late fall 2018.

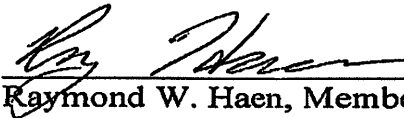
BOARD OF WATER COMMISSIONERS



Gerald R. Van De Kreeke, President



Mark Heinz, Secretary



Raymond W. Haen, Member

Attachments - Balance Sheet
Income Statement
Distribution System Quarterly Report
High Lift Delivery Operations Quarterly Report

Distribution System -- Distribution System -- 3rd Quarter -- July, August, & September, 2018

Street Valves and Hydrant Valves Installed (including water main projects and others)

Location	Installed	Size	By	Type
S. 13th St. at Swift Ave. (S)	7/2/2018	12" MJ	Butcyn-Peterson	G (vert)
S. 13th St. at Swift Ave. (N)	7/2/2018	12" MJ	Butcyn-Peterson	G (vert)
S. 13th St. at Swift Ave. (E)	7/3/2018	8" MJ	Butcyn-Peterson	G (vert)
S. 13th St. at Swift Ave. (E)	7/3/2018	6" MJ	Butcyn-Peterson	G (vert)
S. 13th St. midblock between Swift and Union	7/9/2018	12" MJ	Butcyn-Peterson	G (vert)
S. 13th St. mid-block between Swift and Union	7/9/2018	6" MJ	Butcyn-Peterson	G (vert)
S. 13th St. at Union Ave. (N)	7/13/2018	12" MJ	Butcyn-Peterson	G (vert)
Union Ave. at Henry Street (NW)	8/9/2018	12" MJ	ute.	G (vert)
Niagara Ave. at N. 9th St. (W)	8/15/2018	12" MJ	ute.	G (vert)
Union Ave. at S. 12th St. (W)	8/16/2018	12" MJ	Butcyn-Peterson	G (vert)
Union Ave. at Wedemeyer St.(SE)	8/17/2018	6" MJ	Butcyn-Peterson	G (vert)
Wedemeyer St. at Union Ave. (S)	8/22/2018	8" MJ	Butcyn-Peterson	G (vert)
Union Ave. at S 13th St (SW)	8/22/2018	6" MJ	Butcyn-Peterson	G (vert)
Michigan Ave. at N. 7th St. (SE)	8/23/2018	8" MJ	ute.	G (vert)
Henry St. at Union Ave. (S)	8/23/2018	12" MJ	Butcyn-Peterson	G (vert)
Union Ave. at Henry St. (SW)	8/23/2018	6" MJ	Butcyn-Peterson	G (vert)
S. 12th St. at Union Ave. (NE)	8/30/2018	6" MJ	Butcyn-Peterson	G (vert)
S. 12th St. at Union Ave. (N)	8/30/2018	8" MJ	Butcyn-Peterson	G (vert)
Henry St. at Oakland Ave. (N)	9/7/2018	12" MJ	Butcyn-Peterson	G (vert)
Henry St. at Oakland Ave. (S)	9/10/2018	12" MJ	Butcyn-Peterson	G (vert)
Henry St. at Oakland Ave. (NE)	9/12/2018	6" MJ	Butcyn-Peterson	G (vert)
S. 11th St. ~400' N of Broadway Ave	9/20/2018	6" MJ	ute.	G (vert)
S. 11th St. at Georgia Ave. (S)	9/26/2018	6" MJ	ute.	G (vert)
Henry St. midblock between Ashland and Mead	9/26/2018	12" MJ	Butcyn-Peterson	G (vert)
Henry St. midblock between Ashland and Mead	9/26/2018	6" MJ	Butcyn-Peterson	G (vert)
S. 11th St. at Georgia Ave. (N)	9/26/2018	6" MJ	ute.	G (vert)

Total Valves Installed = 26

Street Valves and Hydrant Valves Removed

Location	Installed	Removed	Type
Georgia Ave. at S. 11th St. (W)	3/13/1958	9/26/2018	
S. 11th St. at Georgia Ave. (N)	1917	9/26/2018	G

Total Valves Removed = 2

Street Valves and Hydrant Valves Abandoned

Location	Installed	Abandoned

Total Valves Abandoned = 0

Street Valves and Hydrant Valves Maintained

Location	Maintained	Size

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

Location	Installed	Tr Size	Valve	By
S. 13th St. and Swift Ave (SW).	7/3/2018	7'	y	Butcyn-Peterson
Elm Circle at dead end (E)	7/10/2018	6'	n	ute.
S. 13th St. mid-block between Swift Ave. and Union Ave.	7/13/2018	7'	y	Butcyn-Peterson
S. 10th St. and Whitcomb Ave. (NW)	7/24/2018	7' + 12" ext	n	ute.
Whitcomb Ave. at dead end (SW)	7/25/2018	6'	n	ute.
S. 16th St. at Oakland Ave. (NE)	8/7/2018	7'	n	ute.
S. 14th St. and Oakland Ave. (NE)	8/17/2018	6'	n	ute.
Union Ave at Wedemeyer St. (E)	8/17/2018	6.6"	y	Butcyn-Peterson
N. Water St. 200' S. of Erie Ave. (E)	8/20/2018	6.6"	y	ute.
N. 3rd St. at Lincoln Ave. (SE)	8/22/2018	6'	n	ute.
N. 3rd St. at Prospect Ave. (SE)	8/22/2018	6'	n	ute.
N. 3rd St. ~411' N. of c.l. Superior Ave.(E)	8/22/2018	7'	n	ute.
Union Ave at S. 13th St (W)	8/22/2018	7'	y	Butcyn-Peterson
Michigan Ave. at N. 7th St. (SE)	8/23/2018	6'	y	ute.
Henry St at Union Ave (W)	8/23/2018	7'	y	Butcyn-Peterson
N. 7th St. 200' N. of Erie Ave. (E)	8/30/2018	7'	n	ute.
S. 12th St. at Union Ave. (NE)	8/31/2018	6'	y	Butcyn-Peterson
N. 7th St between Superior Ave and Huron Ave (E)	9/6/2018	7'	n	ute.
N. 7th St. 200' N. of Michigan Ave. (E)	9/7/2018	6'	n	ute.
Henry St at Oakland Ave. (NE)	9/12/2018	7'	y	Butcyn-Peterson
S. 11th St. ~253' S. of c.l. Georgia Ave. (W)	9/19/2018	7'	n	ute.
S. 11th St. 400' N. of Broadway Ave. (W)	9/20/2018	7'	n	ute.
Henry St midblock between Ashland and Mend (E)	9/29/2018	6.5	y	Butcyn-Peterson

Total Hydrants Installed = 23

Hydrants Removed (including water main projects and others)

Location	Installed	Removed	Hyd Valve?
Swift Ave. at S. 13th St. (NE)		7/3/2018	n
S. 10th St. at Whitcomb Ave. (NW)	12/31/1926	7/24/2018	n
Whitcomb Ave. 200' W. of S. 10th St. (SW)		8/7/2018	n
Union Ave. at S. 13th St. (NW)	12/28/2001	8/22/2018	n
S. 12th St. at Union Ave. (NE)	7/15/1977	8/31/2018	n
S. 8th St. at Ashland Ave. (NW)	12/27/1969	9/12/2018	n
Henry St. at Oakland Ave. (NW)		9/12/2018	n
S. 11th St. ~253' S. of c.l. Georgia Ave. (W)		9/19/2018	n
N. 7th St. 200' N. of Huron Ave. (E)		9/20/2018	n

Total Hydrants Removed = 9

Hydrants Abandoned (including water main projects and others)

Location	Installed	Abandoned	Tr Size	Hyd Valve?
N. 9th St. 200' S. of Michigan Ave. (W)	2/1/1940	9/24/2018	6'	n

Total Hydrants Abandoned = 1

Hydrants Maintained/Moved (including water main projects and others)

Location	Installed	Maintained

Total Hydrants Maintained/Moved = 0

Water Main Breaks

Location	Date	Main Size (")

Total Water Main Breaks = 0

SUMMARY

Number of feet of 4 inch water main installed	0	water main
Number of feet of 6 inch hydrant lead installed	287.3	
Number of feet of 6 inch water main installed	0.0	
Number of feet of 8 inch water main installed	519.0	
Number of feet of 10 inch water main installed	4.0	
Number of feet of 12 inch water main installed	4462.0	
Number of feet of 16 inch water main installed	6428.9	
Number of feet of 20 inch water main installed	94.0	
Number of feet of water main abandoned or removed	1486	
Number of water main breaks repaired	0	
Number of hydrants installed	23	hydrants
Number of hydrants removed or abandoned	10	
Number of hydrants maintained or moved	0	
Number of street valves installed	18	valves
Number of hydrant valves installed	8	
Number of street valves removed or abandoned	2	
Number of hydrant valves removed or abandoned	0	
Number of valves maintained	0	
Number of water connections installed	9	



Sheboygan Water Utility
Quarterly Financial Statement September 30, 2018
Balance Sheet Including Net Income

<u>Account #</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
Utility Plant in Service	65,319,675	
107 Construction Work in Progress	2,024,592	
111 Accumulated Provision for Depreciation of Utility Plant		21,168,406
125 Bond Redemption Fund	715,248	
129 Appropriated Funds Invested for Plant Expansion & Payables	1,062,068	
126 Depreciation Fund		
128 Other Special Funds - Net Pension Asset		
128 Other Special Funds - Health Ins		
130 Other Special Funds - Deferred Outflow Pension	815,185	
135 Working Funds	750	
136 Temporary Cash Investments	8,161,633	
142 Customer Accounts Receivable	1,023,926	
143 Grant Receivable	17,825	
145 Receivables from Municipality	385,131	
154 Materials and Supplies	284,013	
163 Stores Expense		
165 Prepayments	47,372	
171 Interest and Dividends Receivable		
181 Misc Deferred Debits		
184 Transportation Expense		
200 Capital Paid in by Municipality		1,640,701
216 Unappropriated Earned Surplus		40,301,937
221 Long Term Debt Bonds		12,412,081
223 Advances from Municipality		185,391
232 Accounts Payable		
235 Customer Deposits		5,000
236 Taxes Accrued		874,854
237 Interest Payable on Bonds		175,679
242 Misc. Current & Accrued Liab		8,639
251 Bond Premium		307,645
253 Misc Deferred Credits		131,905
263 Other Special Funds Employee Pensions		
265 Accrued Employee Benefits		458,861
425 Amortization of Pre 2003 Depreciation		
280 Net Pension Liability		106,815
285 Deferred Inflow - Pension		337,693
Utility Net Income		1,741,813
	<u>79,857,419</u>	<u>79,857,419</u>

HIGH LIFT DELIVERY QUARTERLY REPORT 2018

I. FIRST QUARTER		Jan - Feb - Mar		
		GALLONS	COST \$	\$/MG
	2017	1,083,893,000	\$181,834.81	\$176.99
	2018	1,104,725,000	\$204,415.71	\$185.04
	Percent Difference	1.92%	6.56%	4.55%
II. SECOND QUARTER		Apr - May - Jun		
		GALLONS	COST \$	\$/MG
	2017	1,133,505,000	\$182,833.21	\$161.12
	2018	1,221,885,000	\$194,057.60	\$158.82
	Percent Difference	7.80%	6.26%	-1.43%
III. THIRD QUARTER		Jul - Aug - Sep		
		GALLONS	COST \$	\$/MG
	2017	1,254,687,000	\$198,483.42	\$158.61
	2018	1,384,054,000	\$204,760.00	\$181.22
	Percent Difference	7.93%	4.21%	-3.44%
IV. FOURTH QUARTER		Oct - Nov - Dec		
		GALLONS	COST \$	\$/MG
	2017	1,137,383,000	\$184,673.28	\$162.37
	2018	0	\$0.00	#DIV/0!
	Percent Difference	-100.00%	-100.00%	#DIV/0!
YEAR TO DATE : 2018				
		GALLONS	COST \$	\$/MG
ELECTRICITY CHEMICALS NATURAL GAS	2017	4,609,348,000	\$755,624.72	\$163.93
	2018	3,680,644,000	\$603,233.31	\$163.89
	Percent Difference	-20.15%	-20.17%	-0.02%
YEAR TO DATE : 2018				
		GALLONS	COST \$	
SLUDGE DISPOSAL	2017	3,758,829	\$25,185.90	
	2018	3,983,980	\$29,053.62	
	Percent Difference	6.05%	15.36%	
STORM WATER CHARGES	2018	NA	\$0.00	
HIGH LIFT SYSTEM DELIVERY :				
	Maximum Pumpage Day	18,178,000	August 14, 2018	
	Minimum Pumpage Day	8,690,000	April 1, 2018	

	MG	\$	\$/MG
2017	4,609,348,000	\$755,624.72	\$163.93
2018	3,680,644,000	\$603,233.31	\$163.89

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date. Filtrate discharges from Spring/Fall sludge disposal operations are included in treatment plant sludge disposal costs. Spring/Fall basin sludge/residual solids volumes and disposal costs are contract work. Sludge disposal costs are not included in \$/MG.



City of

Sheboygan

Water Utility

**Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - September 30, 2018**

<u>Account #</u>	<u>Utility Operating Income</u>	1-Jan-18 to 30-Sep-18	1-Jan-17 to 30-Sep-17	Increase or (Decrease)
400	Sales Revenue	6,553,288	6,093,723	459,566
474	Other Water Revenue	84,465	24,613	59,852
	Total Operating Revenue	6,637,753	6,118,335	519,418
401	Operating Expenses	2,174,736	2,166,527	8,209
402	Maintenance Expenses	475,178	329,059	146,119
403	Depreciation Expenses	1,070,314	1,066,137	4,177
402	Taxes	907,725	891,139	16,586
	Total Operating Expenses	4,627,953	4,452,861	175,092
	Utility Operating Income	2,009,800	1,665,474	344,326
	<u>Other Income & Expense</u>			
415	Non-operating Grant Revenue	54,671	166,495	(111,824)
416	Non-operating Grant Expense	(53,696)	(166,495)	112,799
419	Interest Earned on Investments	43,267	13,960	29,307
421	Contributions	-	-	-
425	Misc Amortization	18,850	18,850	-
427	Bond Interest Expense	(273,926)	(215,303)	(58,623)
428	Other Expense	(76,087)	-	(76,087)
429	Bond Premium	18,934	3,335	15,598
	Net Income	1,741,813	1,486,317	255,496

II

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from Lakeshore Technical College along with their Tax Levy Report.

Consent.

CITY CLERK

Lakeshore Technical College
2018-19

		(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
Calumet County								
08 012	T NEW HOLSTEIN	30,517,868	0.002050	11,972.17	2,189.75	14,161.92	10,181.91	24,343.83
Calumet County Total		30,517,868	0.002050	11,972.17	2,189.75	14,161.92	10,181.91	24,343.83
Manitowoc County								
36 002	T CATO	152,097,200	0.010219	59,667.79	10,913.42	70,581.21	50,745.34	121,326.55
36 004	T CENTERVILLE	71,218,200	0.004785	27,938.93	5,110.11	33,049.04	23,761.07	56,810.11
36 006	T COOPERSTOWN	7,098,617	0.000477	2,784.79	509.35	3,294.14	2,368.36	5,662.50
36 008	T EATON	79,300,015	0.005328	31,109.43	5,690.01	36,799.44	26,457.46	63,256.90
36 010	T FRANKLIN	109,144,100	0.007333	42,817.27	7,831.41	50,648.68	36,414.57	87,063.25
36 012	T GIBSON	98,919,229	0.006646	38,806.05	7,097.74	45,903.79	33,003.18	78,906.97
36 014	T KOSSUTH	171,422,900	0.011517	67,249.27	12,300.09	79,549.36	57,193.12	136,742.48
36 016	T LIBERTY	142,230,500	0.009556	55,797.08	10,205.45	66,002.53	47,453.44	113,455.97
36 018	T MANITOWOC	92,618,000	0.006222	36,334.08	6,645.61	42,979.69	30,900.84	73,880.53
36 020	T MANITOWOC RAPIDS	203,793,200	0.013692	79,948.15	14,622.76	94,570.91	67,993.07	162,563.98
36 022	T MAPLE GROVE	47,999,730	0.003225	18,830.31	3,444.12	22,274.43	16,014.62	38,288.95
36 024	T MEEME	123,802,300	0.008318	48,567.69	8,883.18	57,450.87	41,305.10	98,755.97
36 026	T MISHICOT	95,976,000	0.006448	37,651.42	6,886.56	44,537.98	32,021.20	76,559.18
36 028	T NEWTON	241,128,500	0.016200	94,594.80	17,301.67	111,896.47	80,449.54	192,346.01
36 030	T ROCKLAND	62,892,624	0.004225	24,672.80	4,512.73	29,185.53	20,983.34	50,168.87
36 032	T SCHLESWIG	235,269,700	0.015806	92,296.39	16,881.29	109,177.68	78,494.81	187,672.49
36 034	T TWO CREEKS	45,729,900	0.003072	17,939.86	3,281.25	21,221.11	15,257.21	36,478.32
36 036	T TWO RIVERS	146,580,300	0.009848	57,503.51	10,517.56	68,021.07	48,904.70	116,925.77
36 112	V CLEVELAND	89,841,900	0.006036	35,245.01	6,446.42	41,691.43	29,974.63	71,666.06
36 126	V FRANCIS CREEK	39,740,100	0.002670	15,590.06	2,851.47	18,441.53	13,258.79	31,700.32
36 132	V KELLNERSVILLE	12,744,000	0.000856	4,999.48	914.42	5,913.90	4,251.87	10,165.77
36 151	V MISHICOT	82,056,000	0.005513	32,190.60	5,887.76	38,078.36	27,376.96	65,455.32
36 176	V REEDSVILLE	49,181,800	0.003304	19,294.04	3,528.94	22,822.98	16,408.89	39,231.87
36 181	V SAINT NAZIANZ	35,746,200	0.002402	14,023.25	2,564.89	16,588.14	11,926.28	28,514.42
36 186	V VALDERS	55,597,700	0.003735	21,811.00	3,989.30	25,800.30	18,549.48	44,349.78
36 191	V WHITELAW	39,038,300	0.002623	15,314.74	2,801.11	18,115.85	13,024.65	31,140.50
36 241	C KIEL	268,558,600	0.018043	105,355.64	19,269.86	124,625.50	89,601.25	214,226.75
36 251	C MANITOWOC	1,847,082,500	0.124095	724,611.15	132,533.55	857,144.70	616,256.16	1,473,400.86
36 286	C TWO RIVERS	467,227,400	0.031390	183,293.48	33,524.93	216,818.41	155,884.63	372,703.04
Manitowoc County Total		5,114,035,515	0.343583	2,006,238.07	366,946.96	2,373,185.03	1,706,234.46	4,079,419.49
Ozaukee County								
45 002	T BELGIUM	152,590,821	0.010252	59,661.44	10,948.84	70,610.28	50,910.03	121,720.31
45 006	T FREDONIA	117,904,305	0.007921	46,253.90	8,459.98	54,713.88	39,337.31	94,051.19
45 106	V BELGIUM	157,237,000	0.010564	61,684.13	11,282.21	72,966.34	52,460.18	125,426.52
Ozaukee County Total		427,732,126	0.028737	167,799.47	30,691.03	198,490.50	142,707.52	341,198.02
Sheboygan County								
59 002	T GREENBUSH	151,163,147	0.010156	59,301.36	10,846.40	70,147.76	50,433.70	120,581.46
59 004	T HERMAN	144,172,900	0.009686	56,559.08	10,344.83	66,903.91	48,101.50	115,005.41
59 006	T HOLLAND	328,784,400	0.022089	128,982.24	23,591.24	152,573.48	109,694.84	262,268.32
59 008	T LIMA	238,936,600	0.016053	93,734.92	17,144.40	110,879.32	79,718.23	190,597.55
59 010	T LYNDON	170,394,500	0.011448	66,845.83	12,226.30	79,072.13	56,850.01	135,922.14
59 012	T MITCHELL	123,692,500	0.008310	48,524.61	8,875.30	57,399.91	41,268.47	98,668.38
59 014	T MOSEL	130,293,800	0.008754	51,114.31	9,348.96	60,463.27	43,470.91	103,934.18
59 016	T PLYMOUTH	353,990,300	0.023783	138,870.53	25,399.83	164,270.36	118,104.47	282,374.83
59 018	T RHINE	355,023,500	0.023852	139,275.85	25,473.97	164,749.82	118,449.19	283,199.01
59 020	T RUSSELL	29,802,247	0.002002	11,691.43	2,138.40	13,829.83	9,943.15	23,772.98
59 022	T SCOTT	152,507,200	0.010246	59,828.63	10,942.84	70,771.47	50,882.13	121,653.60
59 024	T SHEBOYGAN	786,312,700	0.052828	308,470.77	56,420.22	364,890.99	262,343.48	627,234.47
59 026	T SHEBOYGAN FALLS	224,369,200	0.015074	88,020.12	16,099.14	104,119.26	74,858.00	178,977.26
59 028	T SHERMAN	147,270,600	0.009894	57,774.31	10,567.09	68,341.40	49,135.01	117,476.41
59 030	T WILSON	426,899,100	0.028681	167,472.68	30,631.25	198,103.93	142,429.59	340,533.52
59 101	V ADELL	36,374,100	0.002444	14,269.57	2,609.95	16,879.52	12,135.77	29,015.29
59 111	V CASCADE	40,767,200	0.002739	15,992.99	2,925.17	18,918.16	13,601.46	32,519.62
59 112	V CEDAR GROVE	147,709,100	0.009924	57,946.33	10,598.56	68,544.89	49,281.31	117,826.20
59 121	V ELKHART LAKE	302,678,400	0.020335	118,740.85	21,718.06	140,458.91	100,984.89	241,443.80
59 131	V GLENBEULAH	30,810,900	0.002070	12,087.13	2,210.77	14,297.90	10,279.67	24,577.57
59 135	V HOWARDS GROVE	246,285,200	0.016547	96,617.78	17,671.68	114,289.46	82,170.00	196,459.46
59 141	V KOHLER	460,253,300	0.030922	180,557.54	33,024.51	213,582.05	153,557.81	367,139.86
59 165	V OOSTBURG	185,483,900	0.012462	72,765.40	13,309.01	86,074.41	61,884.41	147,958.82
59 176	V RANDOM LAKE	150,612,100	0.010119	59,085.18	10,806.86	69,892.04	50,249.86	120,141.90
59 191	V WALDO	32,445,300	0.002180	12,728.30	2,328.04	15,056.34	10,824.98	25,881.32
59 271	C PLYMOUTH	652,912,100	0.043865	256,137.66	46,848.34	302,986.00	217,836.03	520,822.03
59 281	C SHEBOYGAN	2,650,921,700	0.178101	1,039,957.57	190,211.35	1,230,168.92	884,447.15	2,114,616.07
59 282	C SHEBOYGAN FALLS	611,262,100	0.041067	239,798.35	43,859.83	283,658.18	203,940.02	487,598.20
Sheboygan County Total		9,312,128,094	0.625629	3,653,151.32	668,172.30	4,321,323.62	3,106,876.04	7,428,199.66
Total								
		14,884,413,603	1.000000	5,839,161.03	1,068,000.04	6,907,161.07	4,965,999.93	11,873,161.00

**Lakeshore Technical College
2018-19**

Municipality	(TID Out) Equalized Valuations	Percent of Total	General	Special Revenue	Operating Total	Debt Service	Total
<u>City, Town & Village Summary</u>							
Towns	6,191,846,703	0.415995	2,429,064	444,283	2,873,347	2,065,833	4,939,180
Villages	2,194,602,500	0.147443	850,943	157,469	1,018,413	732,202	1,750,614
Cities	<u>6,497,964,400</u>	<u>0.436562</u>	<u>2,549,154</u>	<u>466,248</u>	<u>3,015,402</u>	<u>2,167,965</u>	<u>5,183,367</u>
	<u>14,884,413,603</u>	<u>1.000000</u>	<u>5,839,161</u>	<u>1,068,000</u>	<u>6,907,161</u>	<u>4,966,000</u>	<u>11,873,161</u>
<u>County Summary</u>							
08 Calumet	30,517,868	0.002050	11,972	2,190	14,162	10,182	24,344
36 Manitowoc	5,114,035,515	0.343583	2,006,238	366,947	2,373,185	1,706,234	4,079,419
45 Ozaukee	427,732,126	0.028737	167,799	30,691	198,491	142,708	341,198
59 Sheboygan	<u>9,312,128,094</u>	<u>0.625629</u>	<u>3,653,151</u>	<u>668,172</u>	<u>4,321,324</u>	<u>3,106,876</u>	<u>7,428,200</u>
	<u>14,884,413,603</u>	<u>1.000000</u>	<u>5,839,161</u>	<u>1,068,000</u>	<u>6,907,161</u>	<u>4,966,000</u>	<u>11,873,161</u>
Tax Rate		0.79769			0.46405	0.33364	0.79769



Lakeshore Technical College
 Tax Levy Certification
 2018-2019 Fiscal Year

Municipal Clerk: Meredith Debruin

Municipality: City of Sheboygan

County: Sheboygan

	Entire Technical College District	Portion of Technical College District within Municipality
1. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$14,884,413,603	\$2,650,921,700
2. Percentage of Entire Technical College District	100%	17.8101%
3. Total Levy	\$11,873,161	\$2,114,616.07

CERTIFICATION

I HEREBY CERTIFY the amount shown on Line 3, column 2, above, to be assessed against the taxable property of that portion of the Technical College District lying within the municipality, as required by s.38.16(1). Annually, by October 31, or within 10 days after receipt of the equalized valuations from the department of revenue, whichever is later, the district board may levy a tax on the full value of the taxable property of the district for the purposes of making capital improvements, acquiring equipment, operating and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s.67.035. The district board secretary shall file with the clerk of each city, village, or town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village, or town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village, or town location in the district, as certified to the district board secretary by the department of revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village, or town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected, such amounts shall be paid by the treasurer of each city, village, or town to the district board treasurer.

As the Board Secretary of the Technical College District of the State of Wisconsin listed here, I do hereby certify the amount shown on Line 3, column 1, above, was voted on and authorized at the District Board meeting held on the 17th day of October, 2018.

Technical College District Name:

Lakeshore Technical College

Technical College District Board Secretary:

LOIS VASQUEZ

II

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a Tax Levy Certification for the 2018-2019 School Year from Kohler School District.

CITY CLERK

Consent



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

2018-2019 School Year

T O 1. Municipal Clerk: **MEREDITH DEBRUIN**
 828 CENTER AVE
 SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan


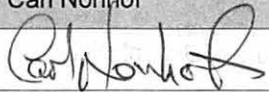
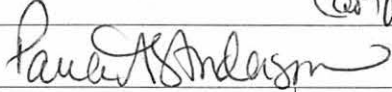
3. County: Sheboygan County

The levy is distributed using the same percentage as the equalized valuation.

	Entire School District	Portion of School District Lying Within Municipality
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	\$726,611,274.00	\$248,797,125.00
5. Percent of Entire School District	100.000000%	34.240747%
6. Total Levy	\$5,814,812.00	\$1,991,035.04

CERTIFICATION

I **HEREBY CERTIFY** the amount shown on Line 6, Column 2, above, to be assessed against the taxable property of that portion of the school district lying within the municipality, as required by s. 120.17 (8). The state superintendent, pursuant to s. 121.06, has certified to me the equalized valuations shown on Line 4, which I have used to determine the portion of the school district levy to be paid by the municipality.

	F Name of School District	School District Clerk
	R Kohler (2842)	Carl Nonhof
	O Signature of School District Clerk	
	M Signature of Notary Public	
	Signed before me this date	My Commission Expires
	24 October 2018	29 May 2021

NOTARY SEAL

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

Mail tax settlement to: District Administrator
 Kohler School District
 333 Upper Rd
 Kohler, WI 53044

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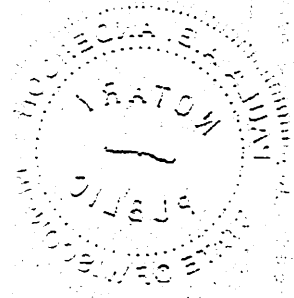
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III

R. O. No. _____ - 18 - 19. By CITY ATTORNEY. November 5, 2018.

Submitting, as a matter of record, the following original Easements (mini-storm sewer), executed in accordance with Res. Nos. 54-18-19 and 75-18-19, which have been recorded in the Sheboygan County Register of Deeds Office:

1. Easement dated July 3, 2018 between the City of Sheboygan and Larry M. Samet and Mary Kay Vincent-Samet (715 Pershing Avenue); and
2. Easement dated September 5, 2018 between the City of Sheboygan and Tony M. Berken and Nancy L. Berken (3228 North 7th Street).

Consent

City Attorney

III

R. O. No. _____ - 18 - 19. By CITY PLAN COMMISSION. November 5, 2018.

Your Commission to whom was referred Res. No. 103-18-19 by Alderperson Wolf authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2019, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended; recommends approving the Resolution.

Consent.

CITY PLAN COMMISSION

III

5.3

Res. No. 103 - 18 - 19. By Alderperson Wolf. October 1, 2018.

A RESOLUTION authorizing the filing of an application with the United States of America Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2019, under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

WHEREAS, the Secretary of Transportation is authorized to make grants for a mass transportation program of projects; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including the provision by it of the local share of the projects costs in the program; and

WHEREAS, it is required by the United States Department of Transportation in accordance with the provisions of Title VI of the Civil Rights Act of 1964 that in connection with the filing of an application for assistance under the Federal Transit Act of 1964, as amended, the applicant gives an assurance that it will comply with Title VI of the Civil Rights Act of 1964 and the United States Department of Transportation requirements thereunder; and

WHEREAS, it is the goal of the applicant that disadvantaged business enterprises be utilized to the fullest extent possible in connection with these projects, and definite procedures shall be established and administered to ensure that disadvantaged businesses shall have the opportunity to participate in construction contracts, supplies, equipment contracts, or consultants and other services.

NOW, THEREFORE, BE IT RESOLVED: That the Director of Parking and Transit is authorized to execute and file an application on behalf of the City of Sheboygan with the United States Department of Transportation to aid in financing of capital and operating assistance projects for calendar year 2019, pursuant to former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

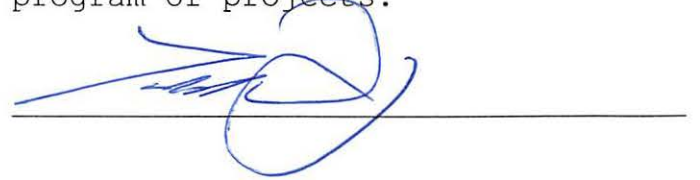
BE IT FURTHER RESOLVED: That the Director of Parking and Transit of the City of Sheboygan is authorized to execute the contract pertaining to the City of Sheboygan's application for 2019 operating and capital assistance grants under former Section 9 (USC 5307) of the Federal Transit Act of 1964, as amended.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute and file with such applications all assurances or any other documents required by the United States Department of Transportation effectuating the purposes of Title VI of the Civil Rights Act of 1964 and other legally mandated requirements of the United States Department of Transportation.

Transit

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects.

BE IT FURTHER RESOLVED: That the Director of Parking and Transit is authorized to execute grant agreements on behalf of the City of Sheboygan with the United States Department of Transportation for aid in the financing of the capital and operating assistance program of projects.



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

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 5, 2018.

Your Committee to whom was referred R. O. No. 141-18-19 by City Clerk submitting an article published in the Milwaukee Journal Sentinel on October 4, 2018 at the request of Alderperson Bohren regarding health benefits; recommends filing the document.

Consent

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.4

R. O. No. 141 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting an article published in the Milwaukee Journal Sentinel on October 4, 2018 at the request of Alderperson Bohren regarding health benefits.

*Francis Personnel
file*

CITY CLERK

Workers paying increasing share of health benefits

Employees now paying \$5,547 of premium cost

Guy Boulton Milwaukee Journal Sentinel
USA TODAY NETWORK - WISCONSIN

Workers who get health insurance through their employer now pay about \$5,500 a year, or more than \$100 a week, on average for a family coverage — and they are paying only about 29 percent of the cost.

Deductibles, co-insurance and other out-of-pocket expenses can add more than \$2,000 to a family's annual expenses.

As a result, people can struggle to

pay for coverage even with employers paying much of the costs.

That's one of the takeaways from the Kaiser Family Foundation's annual survey on the cost of health insurance provided by employers.

"Rising health care costs absolutely remain a burden for employers, but they are a bigger problem for workers as their cost-sharing has been rising really much faster than their wages," said Drew Altman, president and chief executive officer of the Kaiser Family Foundation.

The average cost of family coverage for employers and employees is \$19,616 this year, up 5 percent from last year, with workers paying \$5,547 of the pre-

mium.

The cost has increased 20 percent since 2013 and 55 percent since 2008.

The cost for single coverage is much lower: \$6,896 this year, up 3 percent, with workers contributing an average of \$1,186.

The increase in premiums, however, doesn't include deductibles and other out-of-pocket expenses — and those, too, have steadily increased.

About a quarter of workers now are in health plans with a deductible of at least \$2,000, and among employers with fewer than 200 workers, 42 percent have deductibles of at least that

See **BENEFITS**, Page 11A

MIL. JOURNAL/SENTINEL 10/4/18

Benefits

Continued from Page 10A

amount.

About 152 million Americans get health insurance through an employer.

The annual increases have slowed over the past five and 10 years compared with the sharp increases from 2000 through 2006, when the cost of family coverage increased 78 percent.

The trend is expected continue next year.

The preliminary responses to an annual survey done by Mercer, a benefits consultant, found that the cost of health benefits will increase 4.1 percent on average after changes in plan design next year.

But the increases still far outpace the increase in wages and inflation.

Altman noted that the average annual cost of family health insurance for employers and employees is the cost of a new Honda Civic.

The increases depress wages, given that employers look at total compensation costs. And health systems still consistently raise prices for health plans at a faster pace than inflation.

"Insurers and health plans are paying the health systems what the health systems want, and we have seen health prices go way up," said Gary Claxton, a vice president and director of the Health Care Marketplace Project at the Kaiser Family Foundation.

The Kaiser survey, now in its 20th year, is the most widely followed benchmark for the cost of employer health benefits. It was based on responses from almost 2,200 small and large employers this year.

The survey is in line with a recent survey by M3, a benefits consultant and insurance broker based in Madison, of its clients in Wisconsin. That survey found that health care costs increased 6.1 percent on average this year, the lowest increase since 2014.

The trend has been for increases of 5 to 7 percent for roughly a decade, said Brian Meyer, director of risk management for M3. The increases have been driven by price increases and the rising cost of prescription drugs, particularly specialty medications.

Costs vary based on the size and type of employer, location and other factors. Among the findings in the Kaiser survey:

■ Workers in small employers on average must pay a larger share of the cost of family coverage than workers in large firms — 38 percent compared with 26 percent.

■ An estimated 34 percent of workers in small employers are in a health plan for which they must pay more than half of the premium for family coverage.

■ Workers for employers in which at least 35 percent of the workers earn \$25,000 a year or less pay a larger percentage of the total cost of health insurance — 24 percent for single coverage and 42 percent for family coverage.

The Kaiser survey also found that high-deductible health plans paired with health savings or health reimbursement accounts are becoming increasingly common.

The survey found that 29 percent of employers offer a high-deductible health plan with a savings option — a 50 percent increase since 2013. The plans are more common in the Midwest, where 39 percent of workers are enrolled in health plans tied to a savings account.

Increasing deductibles has helped to keep premium increases relatively low, but the trend may be running its course as unemployment has fallen.

Employers are more wary of making changes in the design of their health plans, said Meyer of M3.

"The difficulty of attracting and retaining employees is becoming more important," he said.

At the same time, employers are focusing more on initiatives to help keep employees healthy, Meyer said. That also can be seen in the Kaiser survey: Most large employers — 70 percent — offer health risk assessments or biometric screenings to employees, and 38 percent offer incentives for them to participate.

Employers also are drawing on mobile apps or wearable devices, such as a Fitbit or Apple Watch, in their wellness or health promotion programs. Roughly one in five report that they collect some information from the devices, according to the Kaiser survey.

The high cost of providing health benefits is spurring employers to explore new ways of paying doctors and hospitals, such as so-called bundled payments, in which a health plan pays a set amount for a total episode of care, Meyer said.

More employers also are offering incentives to employees to get care from health care providers who provide quality care at a lower price.

The Alliance, an employer coalition based in Madison, for example, is pushing health systems to accept so-called bundled payments for certain types of services, such as replacing a hip or knee.

The goal is to move away from a system in which health systems and physicians are paid based on the type and number of services they provide, what is known as fee-for-service. It has been slow going.

"It's taken a ridiculously long time," said Cheryl DeMars, chief executive officer of the Alliance.

VI

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 5, 2018.

Your Committee to whom was referred R. O. No. 142-18-19 by City Clerk submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days for 2019, 2020, and 2021 for the Rockets for Schools Event at Blue Harbor; recommends approving the dates and filing the document.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

A.1

R. O. No. 142 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Carol Lutz of Rockets for Schools requesting three of the City days for 2019, 2020 and 2021 for the Rockets for Schools Event at Blue Harbor.

*Finance
Personnel
file + approved dates*

CITY CLERK



ROCKETS FOR SCHOOLS

Spaceport Sheboygan

Proudly
Sponsored By:

September 18, 2018



Miss Meredith DeBruin, City Clerk
606 North 9th Street
Sheboygan, Wisconsin 53081

Dear Miss DeBruin:

On behalf of the Rockets for Schools Board of Directors, my husband Randy and I along with our co-director, Kenny Bergschultz, we would like to take this opportunity to thank you Miss DeBruin, along with Mayor Vandersteen and the City of Sheboygan for all of the support that we so graciously received in the past.

As you know, this program is a unique educational activity designed to foster an interest in math, science and engineering in our students through their intrinsic interest in rocketry and space travel.

At this time, we are requesting three of the City Days for 2019; three of the City days for 2020; and three of the City Days for 2020, Rockets for Schools Event. Blue Harbor gave Rockets for Schools the following days: Thursday, May 9th, Friday May 10th and Saturday May 11, 2019; Thursday, May 7th; Friday, May 8th; and Saturday, May 9th, for the 2020 event; and Thursday, May 6th, Friday, May 7th and Saturday, May 8th, for the 2021 event.

We would again like to thank The City of Sheboygan for their continuous support of the Rockets for Schools Program.

If you have any questions or need us to speak to the council, please give us a call at 920.980.7760. Thank you for your help.

Sincerely,

Carol Lutz
Rockets for Schools
CC: Mayor Vandersteen

VI

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 5, 2018.

Your Committee to whom was referred R. O. No. 150-18-19 by City Clerk submitting a communication from Scott Jackett requesting permission from the City of Sheboygan to bow hunt on a parcel of land behind his property at 4447 South 8th Street; recommends denying the request.

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

4.12

R. O. No. 150 - 18 - 19. By CITY CLERK. October 15, 2018.

Submitting a communication from Scott Jackett requesting permission from the City of Sheboygan to bow hunt on a parcel of land behind his property at 4447 South 8th Street.

Public Works
file = deny request.

CITY CLERK

DeBruin, Meredith

From: scott jackett <yamahayz12594@hotmail.com>
Sent: Tuesday, October 9, 2018 11:04 PM
To: DeBruin, Meredith
Subject: Hunting permission

Hello Meredith,

My name is Scott Jackett, I have recently purchased a home on south 8th street in the town of wilson. Beautiful area, I am thankful to be able to raise my recently new born son in such a great neighborhood. The reason I am writing this letter is to ask for the cities permission to bow hunt on the unoccupied parcel of woods behind my house that my property meets up with. According to boundaries and maps I have researched this property is part of the city, not the town of wilson. This property is located on the corner of lakeshore drive and weedencreek road and meets with the back of my property which is located at 4447 south 8th street. I have contacted alderman Jim Bohren and attorney Chuck Adams, who provided me with the city ordinances and turned me in your direction to ask for permission. I just wanted to make sure to take the proper steps to ask for the written permission needed.

I would like to thank you for your time taken to help me with this process and look forward to hearing back from you and the committee.

Sincerely,
Scott Jackett

My information:

Scott A Jackett
Address: 4447 south 8th street sheboygan wi 53081
Phone: 920-627-6464

--

Sent using Inbox for Hotmail

VI

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 5, 2018.

Your Committee to whom was referred, pursuant to R. O. No. 151-18-19 by the City Clerk submitting various license applications; recommends granting the following license applications:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2445	Advic, Haris	1917 S. 17 th Street
2454	Barthels, Jodi L.	130 Ashland Court, Sheboygan Falls
2460	Braaksma, Benjamin J.	1817 N. 3 rd Street
2466	Bubb, Matthew J.	4122 Oakdale Ct. Apt. F202
6937	Calvert, Catherine L.	1840 Geele Avenue
2464	Cichocki, Emily B.	2207 N. 9 th Street
2451	Drews, Shelly M.	2215 S. 7 th Street
2443	Dudenhoefer, Cheyenne L.	2341 Skyline Drive Apt. 3C
2457	Ferris, Matthew S.	2365 Woodland Hills Dr., Menasha
2458	Fogle, Tiffany L.	1537 N. 10 th Street
2455	Galicia Segur, Christian	1516 Michigan Avenue
1166	Gavin, Tiffany A.	2217 Terrace View Dr. #2C
0375	Gill, Harjinder S.	624 N. 7 th Street, Oostburg
0257	Hansen, Eric H.	517 N. 5 th Street
2441	Hattleli, Alexandra N.	1507 S. 8 th Street
2447	McCoy, Benjamin D.	2011 Indiana Avenue
2449	Rondeau, Jason M.	1314 N. 26 th Street Apt. 4
9721	Schuetz, Thomas F.	W6490 Aurora Road, Plymouth
2442	Seng, Jordan R.	112 Kentucky Avenue
2439	Timm, Josie E.	437 Woodhaven Court
2461	Wilken, Brittany L.	1028 Grand Avenue

Consent.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1049	Chavez, Moises Jr.	2407 N. 10 th Street
9660	Johnson, Charleen M.	1424 S. 9 th Street
2444	Oakley, Jamey S.	1728A N. 3 rd Street
0952	Pineda, Berta	4415 Primrose Court Apt. R202

_____ 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



R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 5, 2018.

Your Committee to whom was referred Res. No. 111-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends approving the Resolution.

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

III

5.6

Res. No. III - 18 - 19. By Alderpersons Donohue and Sorenson.
October 15, 2018.

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2019, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice.

ALPS approve.

M. Lynne Howla

Gene Soars

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

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

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

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

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

1. That effective January 1, 2019, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2019.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle’s normal jurisdictional (or as defined by contract) boundaries.

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

Dated this ___ day of _____, 2018.

SHEBOYGAN COUNTY

BY: _____
Cory L. Roeseler
Sheriff

Dated this ___ day of _____, 2018.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res.
No. ____ - 18 – 19.

VIII

2.11

R. C. No. 166 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 5, 2018.

Your Committee to whom was referred Res. No. 111-18-19 by Alderpersons Donohue and Sorenson authorizing the appropriate City officials to execute the Joint Powers Agreement for Sheboygan County and City of Sheboygan 911 Emergency Systems; recommends approving the Resolution.

Consent
Donohue/Bakrek
PASS RES.

Jim Sorenson
Donohue/Bakrek

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

5.6

Res. No. III-18-19. By Alderpersons Donohue and Sorenson.
October 15, 2018.

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

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

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

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the Joint Powers Agreement - Sheboygan County and City of Sheboygan 911 Emergency Systems, effective for calendar year 2019, a copy of which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City Clerk is hereby authorized and directed to file a fully executed copy of this Joint Powers Agreement with the State of Wisconsin Department of Justice.

ALPS approve.

M. Lynne Howla
Gene Soars

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 5th day of November, 2018.

Dated November 7, 2018. *Michael Handwerker*, City Clerk
Approved November 7, 2018. *Michael Handwerker*, Mayor

Published November 10, 2018.
Certified November 7, 2018 to Police Dept.; Fire Dept.; Sheriff Cory Roesler

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

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

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


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

1. That effective January 1, 2019, this Agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2019.
2. That if an emergency services vehicle operated by either Sheboygan County or the City of Sheboygan, or operated by an agency with which either municipality contracts for that particular emergency service, is dispatched in response to a request through the Sheboygan County emergency 911 System or the City of Sheboygan 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.

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


Dated this 19 day of NOVEMBER, 2018.

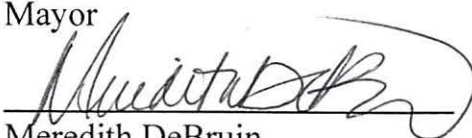
SHEBOYGAN COUNTY

BY: 
Cory L. Roeseler
Sheriff

Dated this 3 day of DECEMBER, 2018.

CITY OF SHEBOYGAN

BY: 
Michael J. Vandersteen
Mayor

ATTEST: 
Meredith DeBruin
City Clerk

This Agreement is authorized by and in accordance with Res.
No. 11 - 18 - 19.

IX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. November 5, 2018.

Your Committee to whom was referred Gen. Ord. No. 22-18-19 by Alderperson Wolf limiting parking to two hours between 8:00 a.m. to 5:00 p.m. Monday through Friday on the north side of Cooper Avenue between Calumet Drive and North 20th Street; 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

X

7.2

Gen. Ord. No. 22 - 18 - 19. By Alderperson Wolf. October 15, 2018.

AN ORDINANCE limiting parking to two hours between 8:00 a.m. to 5:00 p.m. Monday through Friday on the north side of Cooper Avenue between Calumet Drive and North 20th Street.

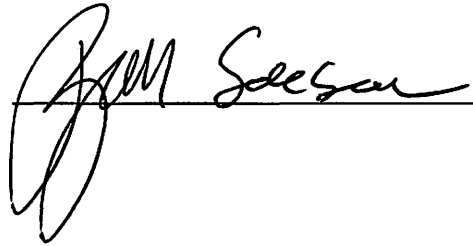
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the north side of Cooper Avenue from 45' west of the west curb line of Calumet Drive to 115' west of the west curb line of Calumet Drive is hereby added to the list of locations with a 2-hour parking limit between 8:00 a.m. to 5:00 p.m. Mondays through Fridays.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

Public Works approve



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. November 5, 2018.

Submitting a communication from David Gass, Rohde Dales LLP, on behalf of Water's Edge Development of Sheboygan, LLC, requesting an encroachment upon and into the Wisconsin Avenue right-of-way located just to the South of Parcel No. 59281500560 for purposes of driveway access, parking and landscaping.

City Plan

CITY CLERK

OCT 29 '18 AM 8:11

RohdeDales LLP
Attorneys and Counselors

October 26, 2018

David O. Gass
K. Allan Voss
Anthony J. Resimius
Ryan J. Zinkel
Kyle G. Borkenhagen
Stephanie E. Malis
Lili Clare Behm
William P. Te Winkle
R. T. Melzer
Eldon L. Bohrofen

HAND DELIVERED TO CITY CLERK

Mayor Michael J. Vandersteen
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

Common Council
City of Sheboygan
828 Center Ave., Suite 301
Sheboygan, WI 53081

*Re: Water's Edge Development of Sheboygan, LLC
Request for Encroachment
Water's Edge Condominium Development
Vacant Land on N. 15th St. across from 822 N. 14th St. (Parcel No.
59281500560)*

Dear Mayor Vandersteen and Members of the Common Council:

On behalf of Water's Edge Development of Sheboygan, LLC (the "Developer"), I submit this letter as the Developer's request for the granting of permission to encroach upon and into the Wisconsin Avenue right-of-way located just to the South of the parcel identified above, for purposes of driveway access, parking and landscaping for the Water's Edge Condominium development project. As you are aware, the Developer entered into a Development Agreement with the City of Sheboygan on September 6, 2018 and the City Plan Commission approved the Water's Edge Condominium development with a number of conditions, including the following (#17):

Applicant shall be required to obtain the necessary encroachment to utilize and improve Wisconsin Avenue public right-of-way (including, but not limited to parking, driveway openings, curb, gutter, sidewalk, pavement, utilities, landscaping, etc.). Applicant shall work with City Development and Engineering staff to determine the specifications that the proposed improvements shall meet. No building permits shall be issued for any of the structures that will utilize Wisconsin Avenue for access until such time as the encroachment has been obtained.

909 N. 8th St.
Ste. 100
Sheboygan, WI
53081

(920) 458-5501

(920) 458-5874 FAX

mail@rohdedales.com

www.rohdedales.com

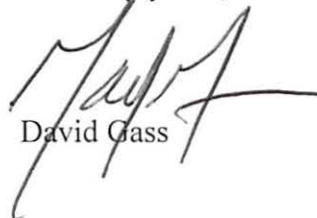
Mayor Michael J. Vandersteen
October 26, 2018
Page 2

Included with this correspondence are the following:

- a. Survey showing Encroachment Area
- b. Legal Description of Encroachment Area
- c. Approved Site Plan
- d. Landscape Plan.

We have given copies of the enclosed to City Development and the City Engineer. Please notify us of the date of the Plan Commission meeting to consider this request.

Sincerely yours,



David Gass

DG/sjb

Enclosure

Encroachment Easement Map - Exhibit A

for Water's Edge Development of Sheboygan, LLC

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

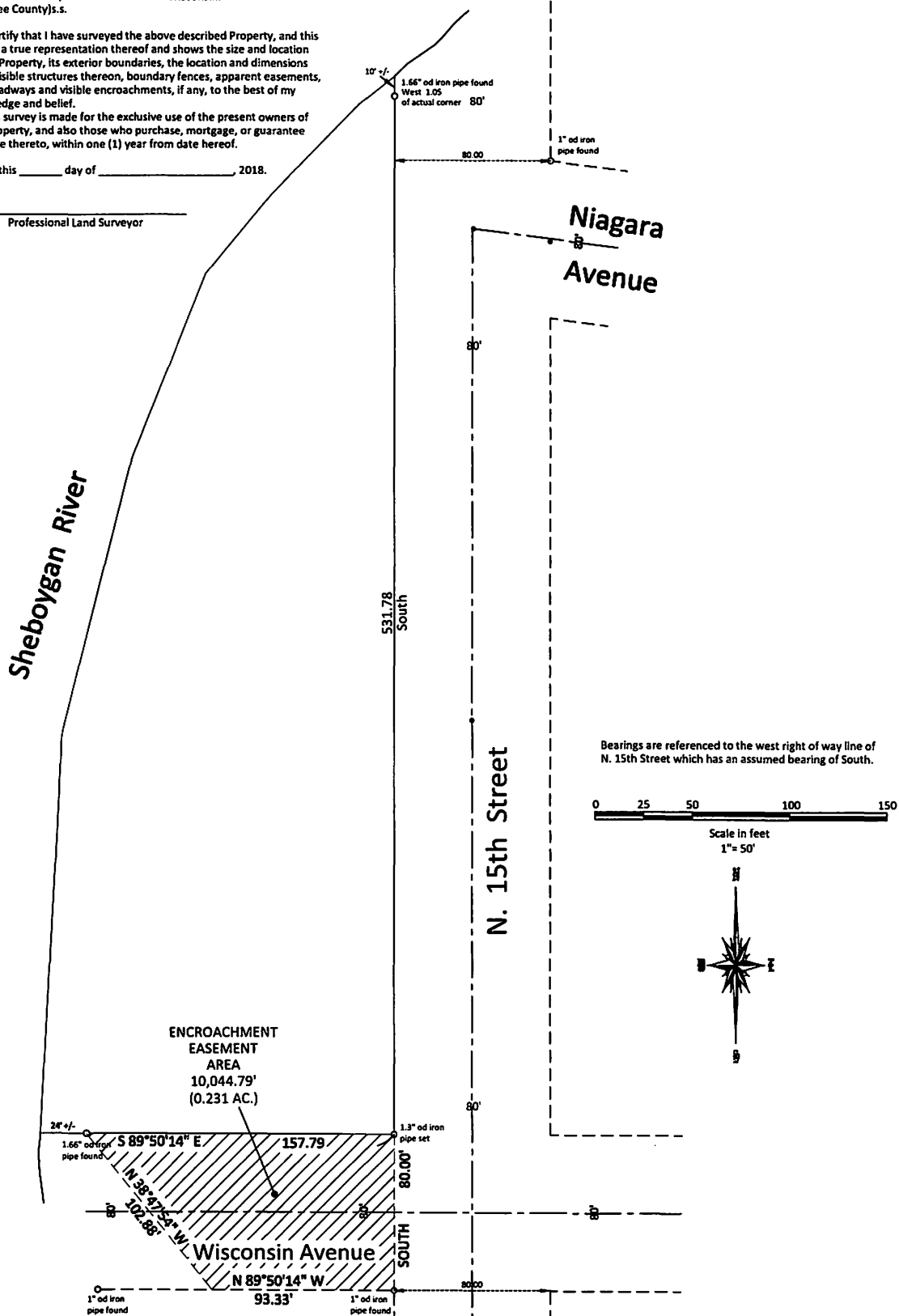
State of Wisconsin)
Ozaukee County)s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this _____ day of _____, 2018.

Professional Land Surveyor



Bearings are referenced to the west right of way line of N. 15th Street which has an assumed bearing of South.



Scale in feet
1" = 50'

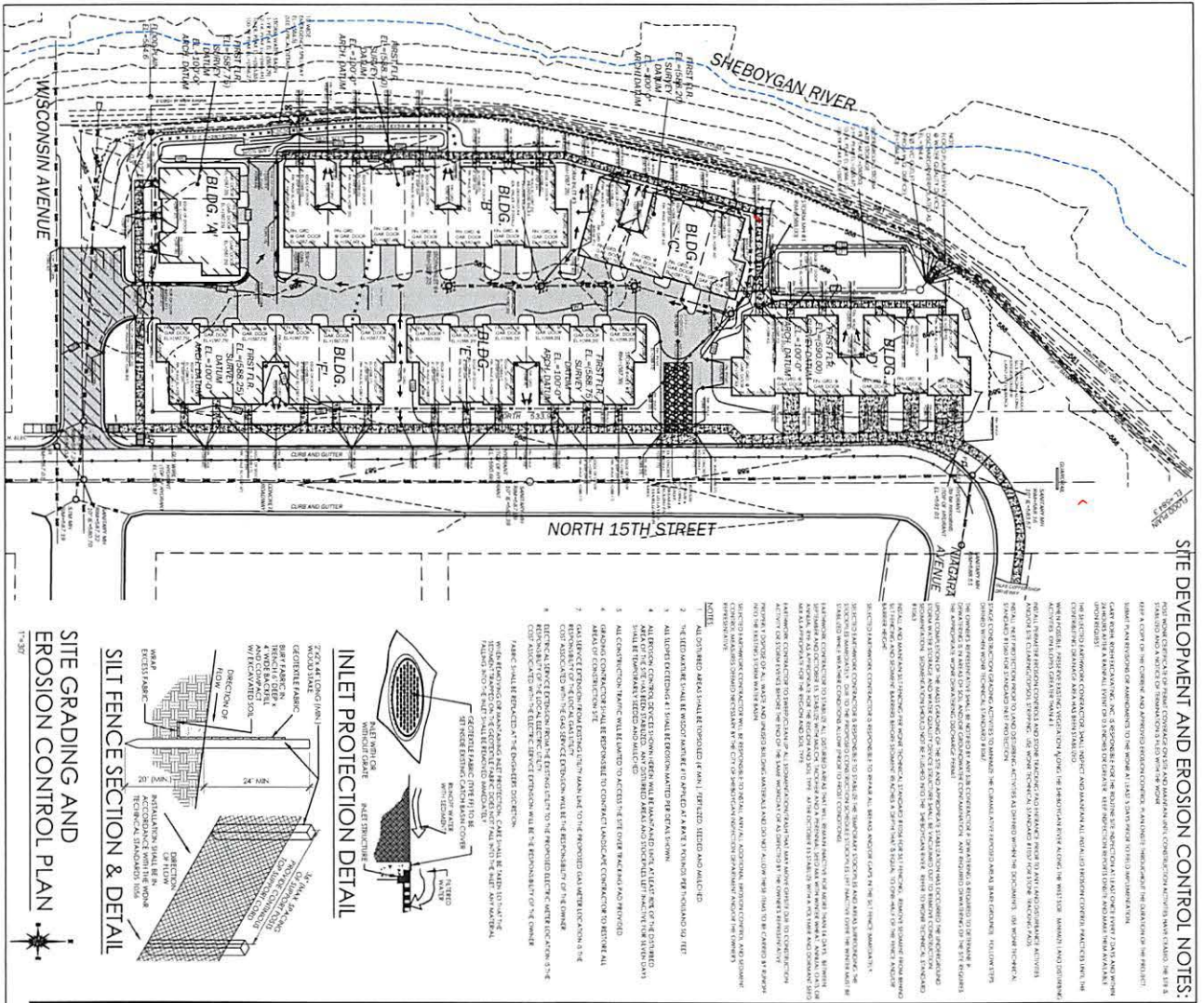


Encroachment Easement Description - Exhibit B
for
Water's Edge Development of Sheboygan, LLC
for Wisconsin Avenue Right of Way

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the SE corner of Block 119 in the SE $\frac{1}{4}$ of Section 22, defined as the point of beginning for this description; thence South 80.00 feet parallel with the West Right of Way line of North 15th Street to the NE corner of Block 137 in the SE $\frac{1}{4}$ of Section 22; thence N 89° 50' 14" W, 93.33 feet along the South Right of Way line of Wisconsin Avenue, thence N 38° 47' 54" W, 102.88 feet, thence S 89° 50' 14" E, 157.79 feet along North Right of Way of Wisconsin Avenue to the Point of Beginning.

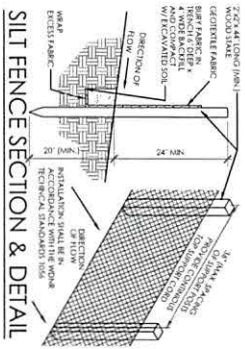
The above description for the encroachment area described contains 0.231 acres (10,044.79 square feet) of land, more or less.



SITE DEVELOPMENT AND EROSION CONTROL NOTES:

1. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
2. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
3. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
4. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
5. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
6. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
7. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
8. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
9. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.
10. ALL DISTURBED AREAS SHALL BE RESTORED TO ORIGINAL OR BETTER CONDITION.

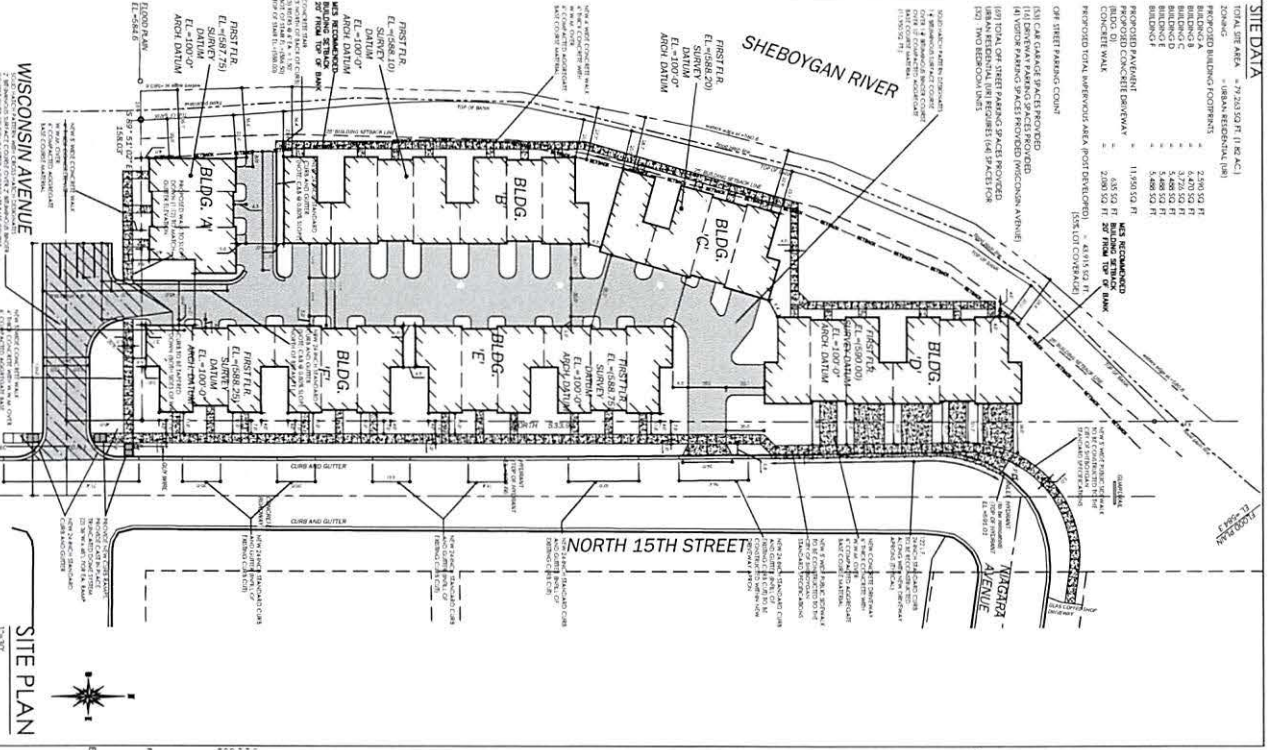
INLET PROTECTION DETAIL



SILT FENCE SECTION & DETAIL



SITE GRADING AND EROSION CONTROL PLAN



SITE DATA

TOTAL SITE AREA	27,233.52 SF (1.86 AC)
ZONING	URBAN RESIDENTIAL (UR)
PROPOSED BUILDING FOOTPRINTS	2,890.52 SF
BUILDING A	6,420.52 SF
BUILDING B	3,720.52 SF
BUILDING C	5,480.52 SF
BUILDING D	5,080.52 SF
PROPOSED PAVEMENT CONCRETE DRIVEWAY	11,930.52 SF
PROPOSED PAVEMENT CONC. DRIVEWAY	2,535.52 SF
PROPOSED TOTAL IMPERVIOUS AREA (POST DEVELOPMENT)	20,886.52 SF

WATER'S EDGE
NORTH 15th STREET, SHEBOYGAN, WI 53081

GA

J&B

C 1.1

SITE PLAN

EROSION CONTROL PLAN

2018.12



4000 West Lake Avenue
 Milwaukee, WI 53212
 (414) 437-7000
 www.galandscape.com



THE TRISTAR GROUP, INC.
 10000 WISCONSIN AVENUE
 MILWAUKEE, WI 53222
 (414) 353-1000

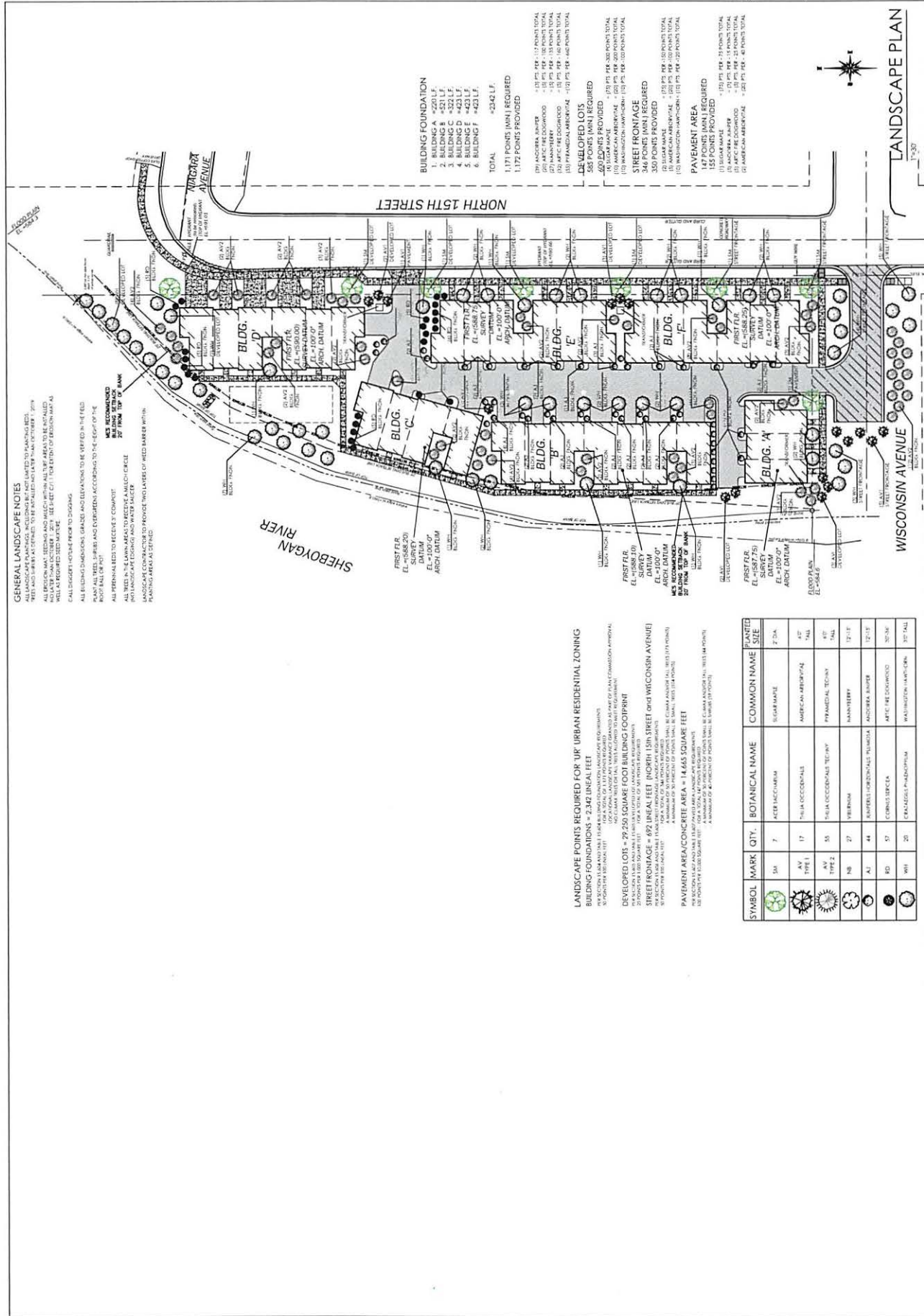
WATER'S EDGE

NORTH 15th STREET
 SHEBOYGAN, WI 53081

PROJECT # 2019-12
 LANDSCAPE PLAN
 DATE 08/13/19
 DRAWN BY J. H. HARRIS
 CHECKED BY J. H. HARRIS
 APPROVED BY J. H. HARRIS

C 1.3

LANDSCAPE PLAN



GENERAL LANDSCAPE NOTES

1. ALL PLANTINGS SHALL BE INSTALLED TO PLANTING BEDS.
2. ALL PLANTINGS SHALL BE INSTALLED TO PLANTING BEDS.
3. ALL PLANTINGS SHALL BE INSTALLED TO PLANTING BEDS.
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9. ALL PLANTINGS SHALL BE INSTALLED TO PLANTING BEDS.
10. ALL PLANTINGS SHALL BE INSTALLED TO PLANTING BEDS.

BUILDING FOUNDATION

1. BUILDING A - 2201 LF.
2. BUILDING B - 2201 LF.
3. BUILDING C - 3201 LF.
4. BUILDING D - 4231 LF.
5. BUILDING E - 4231 LF.
6. BUILDING F - 4231 LF.

TOTAL - 2342 LF.
 1,171 POINTS PROVIDED

DEVELOPED LOTS

- (1) ANDREA BINDER - 100 PFT PER 100 POINTS TOTAL
- (2) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (3) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (4) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (5) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (6) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (7) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (8) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (9) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (10) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (11) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (12) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (13) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (14) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (15) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (16) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (17) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (18) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (19) MANHATTAN - 100 PFT PER 100 POINTS TOTAL
- (20) MANHATTAN - 100 PFT PER 100 POINTS TOTAL

STREET FRONTAGE

- (1) SHARON - 175 PFT PER 100 POINTS TOTAL
- (2) SHARON - 175 PFT PER 100 POINTS TOTAL
- (3) SHARON - 175 PFT PER 100 POINTS TOTAL
- (4) SHARON - 175 PFT PER 100 POINTS TOTAL
- (5) SHARON - 175 PFT PER 100 POINTS TOTAL
- (6) SHARON - 175 PFT PER 100 POINTS TOTAL
- (7) SHARON - 175 PFT PER 100 POINTS TOTAL
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- (16) SHARON - 175 PFT PER 100 POINTS TOTAL
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- (18) SHARON - 175 PFT PER 100 POINTS TOTAL
- (19) SHARON - 175 PFT PER 100 POINTS TOTAL
- (20) SHARON - 175 PFT PER 100 POINTS TOTAL

PAVEMENT AREA

- (1) SHARON - 175 PFT PER 100 POINTS TOTAL
- (2) SHARON - 175 PFT PER 100 POINTS TOTAL
- (3) SHARON - 175 PFT PER 100 POINTS TOTAL
- (4) SHARON - 175 PFT PER 100 POINTS TOTAL
- (5) SHARON - 175 PFT PER 100 POINTS TOTAL
- (6) SHARON - 175 PFT PER 100 POINTS TOTAL
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- (17) SHARON - 175 PFT PER 100 POINTS TOTAL
- (18) SHARON - 175 PFT PER 100 POINTS TOTAL
- (19) SHARON - 175 PFT PER 100 POINTS TOTAL
- (20) SHARON - 175 PFT PER 100 POINTS TOTAL

LANDSCAPE POINTS REQUIRED FOR 'UR' URBAN RESIDENTIAL ZONING

BUILDING FOUNDATIONS = 2,342 LINEAL FEET

PER SECTION 15.04 AND 15.05 (BASED ON FOUNDATION LANDSCAPE CONTRIBUTIONS)

50 POINTS PER FOUNDATION FEET

117,100 POINTS TOTAL

DEVELOPED LOTS = 20,200 LINEAL FEET

PER SECTION 15.04 AND 15.05 (BASED ON FOUNDATION LANDSCAPE CONTRIBUTIONS)

50 POINTS PER FOUNDATION FEET

1,010,000 POINTS TOTAL

STREET FRONTAGE = 1,750 LINEAL FEET

PER SECTION 15.04 AND 15.05 (BASED ON FOUNDATION LANDSCAPE CONTRIBUTIONS)

50 POINTS PER FOUNDATION FEET

87,500 POINTS TOTAL

PAVEMENT AREA/CONCRETE AREA = 14,665 SQUARE FEET

PER SECTION 15.04 AND 15.05 (BASED ON FOUNDATION LANDSCAPE CONTRIBUTIONS)

50 POINTS PER FOUNDATION FEET

733,250 POINTS TOTAL

SYMBOL	MARK	QTY.	BOTANICAL NAME	COMMON NAME	PLANTER SIZE
	SM	7	ACER INCANUM	SUGAR MAPLE	2" DIA.
	AV TYPE 1	17	TULIA OCCIDENTALS	AMERICAN BIRCH	4" DIA.
	AV TYPE 2	55	TULIA OCCIDENTALS 'TETRA'	PYRAMIDAL BIRCH	4" DIA.
	NB	27	VIBURNUM	MANHATTAN	12" DIA.
	AJ	44	SAURURUS CROCOTILLOIDES	ANDROMEDA	12" DIA.
	RD	57	CORNUS BRCA	AMERICAN DOGWOOD	12" DIA.
	WH	20	ERAZALELLA PALMIFOLIUM	WASHINGTON HEMLOCK	3/4" DIA.



LANDSCAPE PLAN

II

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a Summons and Complaint in the matter of Nationstar Mortgage LLC vs. Bobby C. Wildman et al.

*Finances
Personnel.*

CITY CLERK

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Nationstar Mortgage LLC vs. Bobby C. Wildman et al

Electronic Filing Notice

FILED
10-17-2018
Sheboygan County
Clerk of Circuit Court
2018CV000580
Honorable Kent Hoffmann
Branch 2

Case No. 2018CV000580
Class Code: Foreclosure of Mortgage

CITY OF SHEBOYGAN
1211 N 23RD ST
SHEBOYGAN WI 53081-3103

OCT 23 '18 PM 3:01

Case number 2018CV000580 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: b0ccf3

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: October 17, 2018

10-23-18
2:59P
✓

FILED
10-17-2018
Sheboygan County
Clerk of Circuit Court
2018CV000580
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Nationstar Mortgage LLC d/b/a Mr. Cooper
8950 Cypress Waters Blvd.
Coppell, TX 75019

Plaintiff,

vs.

Bobby C. Wildman
816 High Ave
Sheboygan, WI 53081-5865

Theresa A. Wildman
816 High Ave
Sheboygan, WI 53081-5865

Jane Doe Wildman
816 High Ave
Sheboygan, WI 53081-5865

John Doe Wildman
816 High Ave
Sheboygan, WI 53081-5865

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

Anesthesiology Associates LTD
3100 Superior Ave
Sheboygan, WI 53081-1948

Aldag/Honald Mechanical Inc.
3509 S Business Dr
Sheboygan, WI 53081-7023

Discover Bank
502 E Market St
Greenwood, DE 19950-9700

Sheboygan Internal Medicine Association
2920 Superior Ave
Sheboygan, WI 53081-1944

City of Sheboygan
1211 N 23rd St
Sheboygan, WI 53081-3103

Defendants.

SUMMONS

Case No.

The Honorable

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

*10-23-18
2:23P*

To each person named above as a defendant:

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

Within 20 days of receiving this summons (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the court, whose address is set forth below, and to the plaintiff's attorney, at the address set forth below. You may have an attorney help or represent you.

If you do not provide a proper answer within 20 days (60 days if you are the United States of America, 45 days if you are the State of Wisconsin or an insurance company), 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 16th day of October, 2018.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 

Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987
079316F01

Address of Court:
Sheboygan County Courthouse
615 N. Sixth Street
Sheboygan, WI 53081-4612

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
10-17-2018
Sheboygan County
Clerk of Circuit Court
2018CV000580
Honorable Kent Hoffmann
Branch 2

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

Nationstar Mortgage LLC d/b/a Mr. Cooper
8950 Cypress Waters Blvd.
Coppell, TX 75019

COMPLAINT

Plaintiff,

Case No.

vs.

The Honorable

Bobby C. Wildman
816 High Ave
Sheboygan, WI 53081-5865

Case Code 30404
(Foreclosure of Mortgage)
The amount claimed exceeds \$10,000.00

Theresa A. Wildman
816 High Ave
Sheboygan, WI 53081-5865

Jane Doe Wildman
816 High Ave
Sheboygan, WI 53081-5865

John Doe Wildman
816 High Ave
Sheboygan, WI 53081-5865

Sheboygan County Clerk of Circuit Court
615 N 6th St
Sheboygan, WI 53081-4612

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3100 Superior Ave
Sheboygan, WI 53081-1948

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Sheboygan, WI 53081-7023

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502 E Market St
Greenwood, DE 19950-9700

Sheboygan Internal Medicine Association
2920 Superior Ave
Sheboygan, WI 53081-1944

City of Sheboygan
1211 N 23rd St
Sheboygan, WI 53081-3103

Defendants.

Plaintiff, by its attorneys, Gray & Associates, L.L.P., pleads as follows:

1. The plaintiff is the current holder of a certain note and recorded mortgage on real estate located in this county, a true copy of the note is attached hereto as Exhibit A and is incorporated by reference. A true copy of the mortgage is attached hereto as Exhibit B and is incorporated by reference.

2. The mortgaged real estate is owned of record by Bobby C. Wildman and Theresa A. Wildman.

3. There has been a failure to make contractual payments as required, and there is now due and owing to plaintiff the principal sum of \$52,726.70 together with interest from the 1st day of May, 2018.

4. The plaintiff has declared the indebtedness immediately due and payable by reason of the default in the payments and has directed that foreclosure proceedings be instituted.

5. The mortgaged premises is real estate which is 20 acres or less; with a one to four family residence thereon which is occupied as the homestead of the defendants; said premises cannot be sold in parcels without injury to the interests of the parties.

6. The mortgagors expressly agreed to the reduced redemption period provisions contained in Chapter 846 of the Wisconsin Statutes; the plaintiff hereby elects to proceed under Section 846.101(2)(b) with a six month period of redemption, thereby waiving judgment for any deficiency against every party who is personally liable for the debt, and to consent that the owner, unless he or she abandons the property, may remain in possession and be entitled to all rents and profits therefrom to the date of confirmation of the sale by the court.

7. No proceedings have been had at law or otherwise for the recovery of the sums secured by said note and mortgage except for the present action, and all conditions precedent to the commencement of this action are satisfied.

8. That the names of all defendants herein are set forth in the Lien Report annexed hereto and incorporated by reference; that the defendants have or claim to have an interest in the mortgaged premises, as more particularly set forth in the said Lien Report, but that said interests are subject and subordinate to the plaintiff's mortgage.

9. That Jane Doe Wildman has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Bobby C. Wildman and any such interest is subject and subordinate to the plaintiff's mortgage.

10. That John Doe Wildman has or may claim to have an interest in the subject encumbered property by virtue of being the present spouse of Theresa A. Wildman and any such interest is subject and subordinate to the plaintiff's mortgage.

WHEREFORE, the plaintiff demands.

1. Judgment of foreclosure and sale of the mortgaged premises in accordance with the provisions of section 846.101(2)(b) of the Wisconsin Statutes, with plaintiff expressly waiving its right to obtain a deficiency judgment against any defendant in this action.

2. That the amounts due to the plaintiff for principal, interest, taxes, insurance, costs of suit and attorney fees be determined.

3. That the defendants, and all persons claiming under them be barred from all rights in said premises, except that right to redeem.

4. That the premises be sold for payment of the amount due to the plaintiff, together with interest, reasonable attorney fees and costs, costs of sale and any advances made for the benefit and preservation of the premises until confirmation of sale.

5. That the defendants and all persons claiming under them be enjoined from committing waste or doing any act that may impair the value of the mortgaged premises; and

That the plaintiff have such other and further judgment order or relief as may be just and equitable.

Dated this 16th day of October, 2018.

Gray & Associates, L.L.P.
Attorneys for Plaintiff

By: 
Ian J. Thomson
State Bar No. 1076280

16345 West Glendale Drive
New Berlin, WI 53151-2841
(414) 224-1987

Gray & Associates, L.L.P. is attempting to collect a debt and any information obtained will be used for that purpose. If you have previously received a discharge in a chapter 7 bankruptcy case, this communication should not be construed as an attempt to hold you personally liable for the debt.

FILED
10-17-2018
Sheboygan County
Clerk of Court
2018CV000580
Honorable Kent Hoffmann

NOTE

NILDMAN
[REDACTED]

MAY 17, 2010
[Date]

SHEBOYGAN
[City]

WISCONSIN
[State]

816 HIGH AVE, SHEBOYGAN, WI 53081
[Property Address]

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means CHERRY CREEK MORTGAGE CO., INC. and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of SEVENTY THOUSAND THIRTY FIVE AND 0000/100 Dollars (U.S. \$70,035.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE AND ONE-HALF percent (5.500%) per year until the full amount of principal has been paid.

Solely for the purpose of computing interest, a monthly payment received by the Note Holder within 30 days prior to or after the date it is due will be deemed to be paid on such due date.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." That Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JULY 1, 2010. Any principal and interest remaining on the first day of JUNE, 2040, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at 7600 E. ORCHARD RD #250-N, GREENWOOD VILLAGE, CO 80111 or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$397.65. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box.]

Graduated Payment Allonge Growing Equity Allonge Other [Specify] _____

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial

EXHIBIT A

prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of 15 calendar days after the payment is due, Lender may collect a late charge in the amount of FOUR percent (4.000%) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

Bobby C. Willemann 5-17-18
- BORROWER - BOBBY C WILLEMANN - DATE -

Theresa A. Wildman 5-17-18
- BORROWER - THERESA A WILDMAN - DATE -

[Sign Original Only]

[Handwritten signature and stamp]
Stamp text: "Approved by: [Signature] Date: [Signature] Title: [Signature] Secretary"



EXHIBIT A

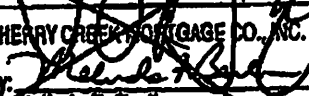
WITHOUT RECOURSE
PAY TO THE ORDER OF MORGAN CHASE BANK, NA
CHERRY CREEK MORTGAGE CO., INC.
By: 
Melinda F. Berlin
AVP-Post Closing Manager

EXHIBIT A

NOTE ALLONGE

Alonge to that certain Promissory Note dated: 05/17/2010 in the amount of \$70,035.00 (seventy thousand thirty-five and xx / 100)

**FROM: Bobby C Wildman
Theresa A Wildman**

TO: CHERRY CREEK MORTGAGE CO., INC., A COLORADO CORPORATION

**PROPERTY ADDRESS: 816 High Ave
Sheboygan, WI 53081**

PAY TO THE ORDER OF:

Bank of America, N.A.

WITHOUT RECOURSE

CHERRY CREEK MORTGAGE CO., INC., A COLORADO CORPORATION

Melinda F Berlin

BY: MELINDA F. BERLIN, AVP-POST CLOSING MANAGER

PAY TO THE ORDER OF

**WITHOUT RECOURSE
BANK OF AMERICA, N.A.**

BY *Michelle Sjolander*

**MICHELLE SJOLANDER
S. VICE PRESIDENT**

CHERRY CREEK

MORTGAGE COMPANY EXHIBIT A

7600 E. Orchard Road, Suite 250-N • Greenwood Village, CO 80111



UNOFFICIAL COPY

1501805

SHEBOYGAN COUNTY, WI
RECORDED ON
05/25/2010 09:41AM

MORTGAGE

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

After Recording Return To:
CHERRY CREEK MORTGAGE CO., INC.
7600 EAST ORCHARD ROAD #250-N
GREENWOOD VILLAGE, CO 80111

RECORDING FEE: 21.00
TRANSFER FEE:
SCRIPTION #

Parcel ID Number: 59281316410

STAFF ID 5
TRANS # 150739
OF PAGES: 6

(Space Above This Line For Recording Data)

WILEMAN
[REDACTED]
PIN 59281316410
[REDACTED]

THIS MORTGAGE ("Security Instrument") is given on MAY 17, 2010. The mortgagor is BOBBY C WILEMAN AND THERESA A WILEMAN, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY ("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS") (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns), as mortgagee. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of PO Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. CHERRY CREEK MORTGAGE CO., INC. ("Lender") is organized and existing under the laws of the STATE OF COLORADO, and has an address of 7600 E. ORCHARD RD #250-N, GREENWOOD VILLAGE, CO 80111. Borrower owes Lender the principal sum of SEVENTY THOUSAND THIRTY FIVE AND 0000/100 Dollars (U.S. \$70,035.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2040. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:
LOT 10, BLOCK 6, AND THE 51/2 OF ADJACENT VACATED ALLEY, ACCORDING TO THE RECORDED PLAT OF OTTER AND BARNHART'S ADDITION, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.
which has the address of 616 HIGH AVE, SHEBOYGAN, Wisconsin 53081 ("Property Address");

TOGETHER WITH all the improvements now or hereafter made on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, (if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of these interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on,



EXHIBIT B

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the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property; (b) household payments or ground rents on the Property; and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary") or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary; or (ii) a monthly charge instead of a mortgage insurance premium. If this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Borrow Items" and the sums paid to Lender are called "Borrow Funds."

Lender may, at any time, collect and hold amounts for Borrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's entire account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the credit or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Borrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Borrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Borrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tends to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary; and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to acceleration of the principal of the Note; and

Fifth, to late charges due under the Note.

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any proceeds shall be held by Lender and shall include loss payable clause in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made primarily by Borrower. Such insurance company concerned is hereby authorized and directed to make payment for, such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, or (b) to any delinquent amounts applied to this note in Paragraph 3, and then to prepayment of principal; or (c) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application;**

EXHIBIT B

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Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lenders of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment; if failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

8. **Fees.** Lender may collect fees and charges authorized by the Secretary.

9. **Grounds for Acceleration of Debt.**

(a) **Default.** Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) **Sale Without Credit Approval.** Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent) and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) **No Waiver.** If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) **Regulations of HUD Secretary.** In many circumstances regulations issued by the Secretary will limit Lender's rights in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

EXHIBIT B

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(e) **Mortgage Not Insured.** Borrower agrees that should this Security Instrument and the Note are not to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the property under the terms of this security instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic

EXHIBIT B

pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 16.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive my default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full of all sums under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give notice of sale in the manner provided in Paragraph 13. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by applicable law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the clerk of the circuit court of the county in which the sale is held.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this Paragraph 18 or applicable law.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Accelerated Redemption Periods. If (a) the Property is 20 acres or less in size, (b) Lender in an action to foreclose this Security Instrument waives all right to a judgment for deficiency and (c) Lender consents to Borrower's remaining in possession of the Property, then the sale of the property may be 6 months from the date the judgment is entered if the Property is owner-occupied at the time of the commencement of the foreclosure action. If conditions (b) and (c) above are met and the Property is not owner-occupied at the time of the commencement of the foreclosure action, then the sale of the Property may be 3 months from the date the judgment is entered. In any event, if the Property has been abandoned, then the sale of the Property may be 2 months from the date the judgment is entered.

21. Attorneys' Fees. If this Security Instrument is subject to the Chapter 428 of the Wisconsin Statutes, "reasonable attorneys' fees" shall mean only those attorneys' fees allowed by that Chapter.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

EXHIBIT B

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The Following Rider(s) are to be executed by Borrower and are attached hereto and made a part thereof [check box as applicable]:

- Condominium Rider
- Planned Unit Development Rider
- Other(s) [specify]
- Growing Equity Rider
- Graduated Payment Rider
- Adjustable Rate Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Bobby C Wildman 5-17-10
- BORROWER - BOBBY C WILDMAN - DATE -

Theresa A Wildman 5-17-10
- BORROWER - THERESA A WILDMAN - DATE -

(Space Below This Line For Acknowledgment)

STATE OF WI

COUNTY OF Shushong

This instrument was acknowledged before me on 5-17-10 by BOBBY C WILDMAN AND THERESA A WILDMAN, HUSBAND AND WIFE, AS SURVIVORSHIP MARITAL PROPERTY.

Hollie R. O'Neil
(Signature of person taking acknowledgment)

My Commission Expires: 7/15/12

HOLLIE R. O'NEIL
NOTARY PUBLIC
STATE OF WISCONSIN

This instrument was drafted by:

CHERRY CREEK MORTGAGE CO., INC.
7600 E. ORCHARD RD #250-N
GREENWOOD VILLAGE, CO 80111

EXHIBIT B

[REDACTED]

22. Judgment Case: 16SC1070
Docketed: June 9, 2016
Debtor: Bobby C. Wildman AND Theresa A. Wildman
Creditor: Aldag/Honald Mechanical Inc., 3507 S. Business Drive, Sheboygan, WI
Amount: \$446.39
Attorney: Andrew H. Morgan, Esq
23. Judgment Case: 16SC1768
Docketed: September 27, 2016
Debtor: Theresa A. Wildman
Creditor: Discover Bank, 6500 New Albany Road, New Albany, OH
Amount: \$5,343.03
Attorney: Lucas P. Bennewitz
24. Judgment Case: 16SC1860
Docketed: September 28, 2016
Debtor: Bobby C. Wildman, Jr.
Creditor: Sheboygan Internal Medicine Association, 2920 Superior Ave., Sheboygan, WI
Amount: \$317.11
Attorney: Andrew H. Morgan, Esq
25. Judgment Case: 17SC623
Docketed: April 10, 2017
Debtor: Bobby Wildman
Creditor: Anesthesiology Associates LTD, 225 S Executive Drive, Brookfield, WI
Amount: \$1,681.65
Attorney: Meghan Patricia Mackelly
26. Judgment Case: 18TJ82
Docketed: July 27, 2018
Debtor: Bobby C. Wildman AND Theresa A. Wildman
Creditor: City of Sheboygan, 828 Center Ave., Sheboygan, WI
Amount: \$250.00
27. Judgment Case: 18TJ83
Docketed: July 27, 2018
Debtor: Bobby C. Wildman AND Theresa A. Wildman
Creditor: City of Sheboygan, 828 Center Ave., Sheboygan, WI
Amount: \$691.00

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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LIEN REPORT

[REDACTED]

28. Judgment Case: 18TJ84
Docketed: July 27, 2018
Debtor: Bobby C. Wildman AND Theresa A. Wildman
Creditor: City of Sheboygan, 828 Center Ave., Sheboygan, WI
Amount: \$691.00

The following is being shown for informational purposes only:

Judgment of Divorce granted July 7, 2014 in the Circuit Court of Sheboygan County as Case No. 14Fa9.
PETITIONER: Theresa Ann Wildman, 832 N 10th Street, Apt. 206, Sheboygan, WI
RESPONDENT: Bobby Cleve Wildman, 816 High Ave., Sheboygan, WI

Said case file is unavailable for review. We reserve the right to include additional exceptions and/or requirements upon examination.

This report is issued upon the understanding that the amount of insurance will be increased to the amount of the sale price after said sale price has been determined and the additional premium will be billed at that time.

NOTE: This commitment is solely for the purpose of guaranteeing a purchaser at sheriff's sale. Consult the company for additional exceptions or requirements before using this for other purposes.

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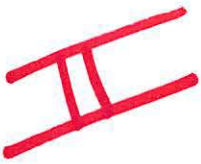
III

R. O. No. _____ - 18 - 19. By CITY ADMINISTRATOR. November 5, 2018.

Submitting a communication from Darrell Hofland on behalf of the Wisconsin City / County Management Association requesting three of the City days for 2019 for the Wisconsin City / County Management Association Winter Conference at Blue Harbor.

Finance +
Personnel.

CITY ADMINISTRATOR



R. O. No. _____ - 18 - 19. By FIRE CHIEF. November 5, 2018.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing July 1, 2018 and ending September 30, 2018

<u>Incident Types</u>	<u>2016 Actual</u>	<u>YTD 9/30/17</u>	<u>2017 Actual</u>	<u>YTD 9/30/18</u>	<u>2018 Goals</u>
Fires	138	100	126	70	
Rescue & Emergency Medical Service	3,931	2,962	3,959	3,145	
Non Fires	938	828	1,077	803	
TOTAL	5,007	3,890	5,162	4,018	
<u>Station Incident Count Per Station</u>					
Station 1	1,507	1,175	1,549	1,181	
Station 2	965	753	988	780	
Station 3	1,212	976	1,309	1,042	
Station 4	785	619	814	637	
Station 5	509	327	451	351	
Out of City	29	40	51	27	
<u>Fire Loss</u>					
Number of Incidents	72	54	65	46	
Total Property Loss	\$ 846,192	\$ 258,885	\$ 276,985	\$ 579,550	
Total Content Loss	\$ 312,690	\$ 123,660	\$ 126,541	\$ 283,785	
Total Loss	\$ 1,158,882	\$ 382,545	\$ 403,526	\$ 863,335	
Average Loss	\$ 16,095	\$ 7,084	\$ 6,208	\$ 18,768	
<u>Additional Workload</u>					
Inspections	1,860	1351	1,880	1,646	
School Fire Safety Programs/Students			183/3353	90/1735	
Public Events		19	25	34	12,000
Training Hours Full		7,138	11,868	7,056	
EMS Training Hours 2019					
Investigations/Formal	138/10	95	70	75	
<u>Effectiveness</u>					
EMS Response Time Compliance (Seconds) 360	80%	85%	78%	57%	90%
Fire Response Time Compliance (Seconds) 380	79%	85%	83%	76%	90%
Resident Satisfaction Rating	1	1	1	1	1

AHPS

Michael T. Roman

FIRE CHIEF

CITY OF SHEBOYGAN

**REQUEST FOR LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE
CONSIDERATION**

ITEM DESCRIPTION: Report of Officer, submitting the Fire Department Quarterly Report for the period commencing July 1, 2018 and ending September 30, 2018.

REPORT PREPARED BY: Michael T. Romas, Fire Chief

REPORT DATE: October 18, 2018

MEETING DATE: November 14, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
Municipal Code: Sec. 50-564

BACKGROUND / ANALYSIS:

The Quarterly Report of Benchmarks for the Fire Department for the period commencing July 1, 2018 and ending September 30, 2018 is presented for information and discussion as required by section 50-564 of the Municipal code.

STAFF COMMENTS:

Highlights of the 2018 third quarter report are as follows:

- 30% decrease in fire incidents (100 to 70)
- 32% decrease in out-of-city responses (40 to 27)
- 15% decrease in number of fire loss incidents (54 to 46)
- 18% increase in completed fire inspections (1351 to 1646)

ACTION REQUESTED:

Motion to recommend to Council to Approve the Report of Officer No. -18-19.

ATTACHMENTS: R.O. No. -18-19

R. O. No. _____ - 18 - 19. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
November 5, 2018.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing July 1, 2018 and ending September 30, 2018.

	2016	Y-T-D	2017	Y-T-D	2018
<u>Patrol and Investgations</u>	<u>Actual</u>	<u>09/30/17</u>	<u>Actual</u>	<u>09/30/18</u>	<u>Goals</u>
Homicide	1	0	0	0	0
Rape	21	16	24	14	20
Robbery	10	6	11	7	15
Aggravated Assault	101	66	85	88	90
Violent Crime Total	133	88	120	109	125
Burglary	119	62	91	71	100
Theft	908	518	702	537	900
Motor Vehicle Theft	36	22	32	14	30
Arson	5	9	12	5	5
Property Crime Total	1068	611	837	627	1050
Percent of Offenses Cleared	55%	41%	46%	62%	70%
Value of Property Stolen	\$93,250	\$452,548	\$554,070	\$335,298	%500,00
Value of Property Recovered	\$204,714	\$154,403	\$184,216	\$128,592	%200,00
Percent of Stolen Recovered	41%	34%	33%	%38	40%
Accident Investigations	1,900	1,319	1,736	1,238	1,500
Traffic Stops	4,256	5,225	6,157	4,438	No Goal
Traffic Arrests	2,426	3,873	4,669	3,798	No Goal
Other Arrests	3,692	2,255	3,006	2,539	No Goal
Speed Trailer Deployments	20	6	7	15	20
HVEE Deployments	N/A	2	6	14	12
Parking Tickets Issued	9,842	8,350	10,476	7,422	10,000
Bicycles Recovered	200	109	139	109	150
Involuntary Commitments	148	132	161	108	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	N/A	681	1,008	876	2,750
Open Records Requests	4,310	2,865	3,778	2,846	4,000
Nixle Messages Sent	233	198	263	189	250
Press Releases	N/A	21	25	33	50
Tweets	N/A	213	298	222	350
Facebook likes	6,000	7,789	8,045	9,534	9,000
Reported Crime Maps	104	78	103	72	104
Crime Comparison Reports	52	35	44	31	52
Burglary Reports	86	47	51	0	0

CHIEF OF POLICE

CHIPS

II

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from Joshua T. Martin requesting a waiver from the Sex Offender Residency requirements in order to reside at 1627 South 12th Street.

JHPS.

CITY CLERK

OCT 17 '18 PM 3:49

Date: 10/17/18

My name is: Joshua T Martin

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1627 S. 4th St.

Sheboygan WI 53081

Signature: 

Phone Number: 262 391 8009

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from Robert T. Henricks requesting a waiver from the Sex Offender Residency requirements in order to reside at 1537 North 20th Street.

AHPS

CITY CLERK

Date: 10-17-18

My name is: Robert T Henricks

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1537 North St. Sheboygan WI

Signature: 

Phone Number: 920 210 6640

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Licensing, Hearings, and Public Safety Committee. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Licensing, Hearings, and Public Safety Committee meeting.

Thank you for all your cooperation in the matter.

III

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from Travis Mojeck requesting a waiver from the Sex Offender Residency requirements in order to reside at 1504 Illinois Avenue.

APS

CITY CLERK

OCT 19 '18 PM12:54

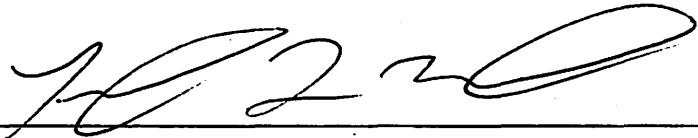
Date: 10-19-18

My name is: Travis Mojeck

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1504 Illionig Ave

Sheboygan WI 53081

Signature: 

Phone Number: 920-287-1565

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

II

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from Ricardo Lopez requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor - 1427 North 10th Street.

R. L. P. S.

CITY CLERK

Date: 10-30-18

My name is: Ricardo Lopez

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

1427 N 10th St Superior Manor

Signature: Ricardo Lopez

Phone Number: (920) 287-4422

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a communication from Nick Weisberg requesting a waiver from the Sex Offender Residency requirements in order to reside at Superior Manor.

RUB

CITY CLERK

OCT 31 '18 AM 11:08

Date: 10-31-18

My name is: Nick Weisberg

I am requesting a waiver to the Sexual Residency Requirements so I may live at:

Superior Manor

Signature: 

Phone Number: 920-226-4942

Any applications for a waiver from the Sex Offender Residency restrictions received by Noon on the Thursday prior to the following Monday's Council meeting will be submitted to that Council for referral to Public Protection and Safety. Anything after Noon on Thursday will not go to Council until the next Council meeting.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thank you for all your cooperation in the matter.

III

Res. No. - 18 - 19. By Alderperson Wolf. November 5, 2018.

A RESOLUTION authorizing the removal of Paragraph 5(f) from the Harbor Centre Marina Management Agreement dated October 12, 2018.

RESOLVED: That the City of Sheboygan hereby authorizes the removal of Paragraph 5(f) from the Harbor Centre Marina Management Agreement dated October 12, 2018 between the City of Sheboygan and Founders 3 Management Company, because City staff no longer feels that said paragraph is required in order to protect the interests of the City.

*Suspend
Pass*

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

**HARBOR CENTRE MARINA
MANAGEMENT AGREEMENT**

THIS MANAGEMENT AGREEMENT is made this 12th day of October, 2018, by and between the City of Sheboygan, Wisconsin, a municipal corporation (hereinafter called the "City"), and Founders 3 Management Company, a Wisconsin corporation, doing business as F3 Marina (hereinafter called "F3 Marina"), with its principal place of business at 252 East Highland Avenue, Milwaukee, Wisconsin 53202.

RECITALS

WHEREAS, F3 Marina, which is formerly known as Siegel-Gallagher, is experienced in the operation of marinas and desires to manage and operate a Marina and other ancillary facilities for the City (hereinafter known as the "Marina"), said facilities being those known as Harbor Centre Marina; and

WHEREAS, the City desires to obtain the benefits of F3 Marina's expertise in the operation and management of the Marina by turning over to F3 Marina the operation and management of the Marina, and F3 Marina is willing to accept such appointment upon the terms, conditions and for and in consideration of the fees hereinafter set forth; and

WHEREAS, the City finds it advantageous for the Marina operator to operate and maintain the City-owned public boat launch ramps in Deland Park and at a site on South 8th Street and at a site on North 14th Street (as long as said site is designated as a boat launch facility) (hereinafter collectively referred to as the "Boat Launch Ramps"), and the large yacht facilities along the South Pier sea wall, as shown on the drawing attached hereto as Exhibit "A" labeled "Large Yacht Facilities" (hereinafter referred to as the "Large Yacht Facilities").

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

1. Appointment. The City hereby appoints and retains F3 Marina as the sole managing agent of the Marina, the Boat Launch Ramps and the Large Yacht Facilities, and F3 Marina hereby accepts such appointment and agrees to use its best efforts and due diligence and care to manage and operate the Marina, the Boat Launch Ramps and the Large Yacht Facilities in accordance with the terms and conditions of this Agreement.

2. Term.

- (a) Term. This Agreement shall be for a term of five (5) years commencing January 1, 2019 and ending December 31, 2023. At the end of the Agreement, City shall have the option of renewing the Agreement for one additional five-year term subject to subsection (b) hereof and paragraphs 20 and 21.
- (b) Severe Damage. In the event the Marina premises and facilities are rendered substantially unusable due to storm, flood, fire, ice or other cause, either party may terminate this Agreement by giving thirty (30) days' written notice to the other. Nothing in this Agreement shall require the City to rebuild the damaged property. If, however, within one (1) year of such severe damage, the City elects to rebuild the damaged property, the City shall notify F3 Marina thereof, and F3 Marina may, within sixty (60) days of such notice, reinstate this Agreement for the balance of the term by notice to the City.

3. Property Management and Operations Responsibilities.

(a) Standards of Management and Service.

- (1) In order to maximize the management fees and other compensation paid hereunder, and in order to maintain the economic value of the Marina and maximize revenues of the City, F3 Marina covenants and agrees at all times to use its best efforts to continuously operate, manage and maintain the Marina and related facilities in a first-class and superior manner, to use its best efforts to achieve a high level of customer satisfaction, and shall, in connection therewith, consistent with superior marina management, use its best efforts to perform the services required of F3 Marina in this Agreement.
- (2) In addition, F3 Marina agrees to operate and maintain the Marina under *Clean Marina Standards* and maintain *Wisconsin Clean Marina Certification* under the Clean Marina Program administered by the Wisconsin Marina Association.

(b) Facilities Property Management. F3 Marina shall be responsible for the operation, care, custody and control, including all daily and routine maintenance and repairs of and personal property and all real property and fixtures thereon within Harbor Centre Marina, as specified herein, including:

- All permanent and floating piers, docks, and other mooring facilities, on land or in water;
- All buildings, facilities, and structures within the confines of Harbor Centre Marina, including, but not limited, to the administration building; restroom and shower facilities; swimming pool; and fueling station and dock, along with all fuel storage and fuel systems;
- All walkways, driveways, and parking lots immediately adjacent to the harbor and/or buildings, facilities, and structures that F3 Marina is responsible for managing;
- All electrical, mechanical, plumbing, heating, ventilation and air conditioning equipment in or on the facilities, including equipment made available to accommodate vessels moored at slips.

Mutually agreed to security devices shall be installed and maintained onsite to protect all real and personal property, including, but not limited to, protecting the slips and watercraft from direct, unrestricted access by the general public. Security services shall also be retained and managed seven (7) days per week during the annual boating season.

F3 Marina shall keep in good repair and maintain all of the facilities and equipment described above in good and orderly condition and shall continually assess and offer regular written recommendations to the City on how to improve facilities and equipment at Harbor Centre Marina. The property and all facilities are at all times subject to entry by authorized officers, agents, and employees of the City of Sheboygan for purposes of inspection or water or engineering tests, or for other reason.

(c) Marina Administration. F3 Marina shall conduct in a businesslike and customer-friendly manner all the administrative aspects of operation of a first-class marina, including, but not limited to:

- Accessibility and friendly attention to slip tenants, their families and guests, and prompt, courteous responsiveness to their needs and reasonable requests;
- Development and maintenance of clear and frequent communications with all slip tenants on matters of general concern and interest;
- Operation, including regular updating, of a website for Harbor Centre Marina that encompasses all facets of Harbor Centre operations and matters of significance to current and prospective renters, including, but not limited to, verbal and imagery description of marina facilities and the surrounding area, current weather information, seasonal and transient slip fees, special events and promotions and other marketing projects;
- Safe, efficient, and courteous operation of the fueling station in compliance with all applicable federal, state, and local laws and regulations;
- Designing and operating a convenience/ship store for consumer requested items to be located on the ground floor of the Administration Building;
- Establishment and implementation of effective systems for processing, monitoring, and accounting for slip rental payments of all rents, in accordance with the terms of the applicable slip rental agreements;

- Responsibility for the administration of all slip leases affecting the Marina. In connection with such lease administration: monitor tenant compliance and enforce City's rights under all such leases; upon default by any tenant and after consultation with City, terminate tenancies and sign and serve in the name of City to evict tenants and to recover possession of the slip, and recover rents and other sums due; when expedient, settle, compromise and release such disputes, actions or suits or reinstate such tenancies; communicate regularly with the Sheboygan Police Department to enforce all City ordinances; provide City with periodic forecasts of scheduled or anticipated vacancies; advise City of suggested lease rental rates and terms and/or preferred tenant use for vacant space;
- Establishment and implementation of effective financial systems for handling, safeguarding, accounting for, and regularly transferring to City, funds received in the course of operation and management of the Marina, including, but not limited to, slip rentals and deposits; transient slip fees and other per-use fees;
- Facilitation of visits by transient boaters and boaters coming to assess the Marina's suitability as a permanent mooring location.
- F3 Marina shall have solicited and obtained by December 1, 2018 a letter of interest from a qualified operator indicating that operator's desire to negotiate the construction of a facility in the City of Sheboygan that provides winter storage and service for boats. Boat sales may also be conducted from said facility. The letter of intent shall denote an intent and ability on the part of the qualified operator to complete negotiations and commence construction within eighteen (18) months of providing said letter of interest. For the purposes of this provision, a "qualified operator" means a firm with no less than five years of experience in the marina industry handling service and boat repairs with sufficient expertise, financial ability, and insurance to construct and operate a first-class facility and provide quality service for boats up to 65-feet in length within the City of Sheboygan.

- F3 Marina agrees that if the qualified service operator, through no fault of F3 Marina, fails to negotiate an agreement as described above with a landowner and the City of Sheboygan by June 1, 2019, and such negotiations are not actively continuing among all parties, F3 Marina shall be permitted to obtain a new letter of interest from a different qualified operator under the same terms and conditions as provided above.
- Notwithstanding the above, F3 Marina shall use its best efforts in soliciting winter boat storage, both on-site and at the City's designated off-site storage facilities, throughout the boating season, and said storage shall be full service. This includes "slip to slip" handling, meaning the customer merely names his/her selected haul and launch dates, and need not be inconvenienced by the need to be present or involved in the storage process. F3 Marina shall make available full winterization and summarization and shrink wrapping services. F3 Marina shall patrol the winter boat storage sites to monitor coverage, boat positions, ice build-up, etc.
- Upon termination of this Agreement, F3 Marina shall provide to City all records of its operation and management of the Marina and related facilities, including, but not limited to, all records and transactions concerning slip rentals, deposits, payments, all contact information for current and former slip renters; and all records of inspections, maintenance, and repairs of property, fixtures, and equipment.

(d) Marina Marketing.

- (1) Immediately upon commencement of this Agreement, and continuing during its term, F3 Marina will use its best efforts in implementing its marketing plan so as to maximize slip occupancy and transient traffic each boating season. F3 Marina understands and acknowledges that achieving and maintaining optimum occupancy levels is crucial to the success of the Marina and satisfactory performance under this Agreement.

- (2) F3 Marina shall provide marketing of the Marina, including, but not limited to, the following:
- Distribution of flyers, brochures, and other promotional materials to slip tenants and visitors, and placement of such materials in public areas of the Marina and, as permitted, in other commercial locations where the boating public can be targeted;
 - Distribution of materials related to rentals for the next season, such as price lists and notices of long or limited-term promotional offers to slip tenants and visitors, and placement of such materials in public areas of the Marina and, as permitted, in other locations where they can reach the boating public;
 - Distribution of slip rental and deposit agreements for rentals for the next season, to slip tenants, visitors, and other interested persons; and receipt and processing of applications for slip rentals, including acceptance of slip deposits;
 - Provision of guided tours of the Marina facilities to potential slip tenants on request;
 - Provision of internet access to all documents, materials, and information described in the foregoing items through posting on the Marina's website and/or providing links to such items;
 - Development and management of a new dynamic website, with better search engine optimization to promote the Marina;
 - Being available to interested persons, throughout the year, to provide information about slip rentals, etc.;
 - Utilization of social media and other electronic marketing;
 - Development of print marketing in newspapers and trade periodicals;

- Frequent "press releases" to local media outlets;
- Working with the Harbor Centre Business Improvement District, Chamber of Commerce, and other local businesses to partner with the Marina to create more interaction between the Marina and downtown businesses;
- Attendance at key boat shows, including, but not limited to, Strictly Sail Boat Show, Chicago, and Power Boat Show, Chicago, coupled with "cross-selling" material at key vendor booths, specifically, items provided by the Sheboygan County Chamber of Commerce Tourism Division.

(e) Hours of Operation. During the boating season, the Marina office shall be open seven (7) days a week beginning no later than 8:00 a.m. and ending no earlier than 5:00 p.m., unless different hours approved by the Common Council or a committee authorized by the Common Council to oversee the operation of the Marina. At all other times, the office shall remain open on a regular business schedule as approved by the City. For purposes of this Agreement, "boating season" shall be defined as the period beginning April 15 and ending on October 15. Outside of the boating season, F3 Marina need not operate under the boating season Marina office hours, but shall clearly and publicly post its off-season hours and post and announce its contact information (including street address and mailing address, telephone numbers, and e-mail address). Off-season hours shall be mutually agreed to in writing with the City.

The fuel dock and sanitary pump-out hours shall be as follows:

- Beginning no later than 8:00 a.m. and ending no earlier than 6:00 p.m. from Memorial Day Weekend through Labor Day, and/or other mutually agreed to times, so as to complement local use patterns;

- Beginning no later than 8:00 a.m. and ending no earlier than 4:30 p.m. from April 1st until Memorial Day Weekend and from the day after Labor Day through November 1st, and/or other mutually agreed to times, so as to complement local use patterns;
- Signs shall be prominently placed on fuel docks, posting hours of operation and a contact phone number;
- Sales of convenience-type items from convenience/ship store seven (7) days a week during the boating season for purchase of snacks, ice and boat needs (oil, etc.). The convenience/ship store will act as an extension of the Marina office in evening hours when the office is closed.

(f) Slip Rental Fees and Other Fees and Charges.

- (1) F3 Marina shall charge slip rental fees, transient fees, slip rental deposit fees, and other fees and charges for use of the Marina facilities as established by the City and set out in the annual budget and approved by the Common Council or a committee authorized by the Common Council to oversee the operation of the Marina. F3 Marina shall have the right to offer discounted fees, seasonal rates, and special group rates, only with the express written approval of the City. F3 Marina shall have the authority to set standard rates in consultation with city staff. When there is any difference of opinion between F3 Marina and City staff regarding rates, the matter shall be submitted to the Common Council or a committee thereof. F3 shall abide by the rates set forth by the City as a result. Notwithstanding the above, unless mutually agreed, said rental rates shall not be lower than the median rate charged at other major marinas in Milwaukee, Port Washington and Manitowoc.
- (2) F3 Marina may charge such lawful fees and prices as it chooses for any goods (e.g., fuel and items sold at retail in the convenience store) or for any other services (e.g., concierge services or laundry services) that it offers to the public.

-
- (g) Customer Satisfaction Surveys. Annually, or less frequently as established in the approved annual budget, surveys of customer satisfaction shall be conducted by F3 Marina or, at the City's discretion, by the City, or by an independent firm agreed upon by the parties. The procedures for any such survey will be mutually agreed upon by the parties.

4. F3 Marina's Personnel.

- (a) F3 Marina shall, subject to annual budget limitations, provide sufficient and competent employees to manage, maintain and operate the Marina facilities and equipment, administer the Marina operations, and meet the ongoing needs of the customers served by the Marina in compliance with the standards set forth in this Agreement.
- (b) F3 Marina shall hire, pay and supervise the work of all persons necessary to be employed in order to properly maintain, operate and provide security for the Marina, including the Marina office, service department, boat storage, fuel dock and sanitary pump-out, convenience/ship's store, launch ramps, etc.; adequately keep records for the Marina in accordance with standard Marina management practice; and make reports to the City in accordance with this Agreement; shall use due care and diligence in the hiring of all such employees; and cause to be discharged all persons undesirable. All such employees shall be the employees of F3 Marina, as an independent contractor hereunder, and not the employees of the City.

- (c) F3 Marina shall pay all employees hired pursuant to paragraphs 4(b) and 4(e) and shall maintain adequate payroll records and shall make and remit to proper authorities all income tax deductions, unemployment insurance, workmen's compensation payments, social security payments, pension and other similar deductions or payments which may from time to time be applicable to such persons or other similar employees of F3 Marina, and disability benefits, hospitalization, medical, surgical and group life insurance plans hereinafter imposed by or included in agreements implemented with the consent of the City, which consent shall not be unreasonably withheld. All reasonable payments referred to in the preceding sentence shall be considered operating expenses of the Marina provided, however, that F3 Marina shall use reasonable efforts to minimize duplication of services among its employees and to avoid overtime whenever possible. Such operating expenses shall not exceed 110% of the amount provided therefor in the Annual Operating Budget unless otherwise approved in advance by the City, which consent shall not be unreasonably withheld. If the City plans on conducting a special event at the Marina, the City shall notify F3 Marina thirty (30) days in advance of said event.
- (d) F3 Marina shall cause to be prepared and filed the necessary forms for unemployment insurance, social security and withholding taxes, and all other forms required by any federal, state or municipal authority or insurance company with respect to all persons employed pursuant to this paragraph 4.
- (e) Office operations shall require a full-time administrative supervisor, with an assistant during the boating season, and will be directed by F3 Marina's General Manager for the Marina, unless otherwise approved in the annual budget. Office personnel shall be trained in community resources as well as Marina services.

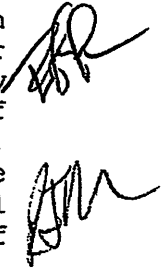
F3 Marina shall employ a permanent full-time dock master/supervisor. In addition to the above, part-time and seasonal help shall include an accountant, store clerks, dockhands and security officers. The permanent employees shall be responsible for daily operations, and will be hired, trained and supervised by F3 Marina's management team. All F3 Marina employees shall undergo a thorough orientation and training program, with key emphasis on customer service skills. All F3 Marina personnel shall be in uniform while on duty.

5. Maintenance, Repairs and Purchase of Materials.

- (a) F3 Marina shall use its best efforts to maintain the Marina in a condition similar to that of other first-class marina operations of similar type, and shall cause repairs and alterations of the Marina and the improvements located thereon including, without limitations, cleaning, plumbing, electrical, carpentry, decorating and such other similar repairs, alterations, acquire materials and engage services to insure such maintenance and repair, and use its best efforts to acquire the same upon the most reasonable possible terms available to F3 Marina consistent with the operation of a first-class marina. F3 Marina shall at all times provide access to all Marina areas to the City for purposes of inspecting for compliance with this section. Specifically, F3 Marina shall maintain the Administration Building, and surrounding area, docks, fuel attendants building, fueling area, Marina dumpsters, Marina parking lot during winter storage, parking control gates, and the swimming pool and surrounding area.
- (b) F3 Marina shall have the right to make expenditures for repairs, alterations or purchases of materials and services therefor, provided such amounts are specifically set forth in the Annual Operating Budget approved by the City for that year.
- (c) F3 Marina shall use its best efforts to cause all shorelines, breakwaters, restrooms, ramps, dumpster enclosures, piers, docks, pet comfort areas and all other areas of the Marina to be kept free from debris and other accumulations and shall cause any rubbish to be removed promptly therefrom. F3 Marina shall use its best efforts to keep the buildings located in the Marina heated or cooled to reasonable temperatures according to the season in accordance with the standards of first-class marinas of similar type, and shall use its best efforts to cause the heating and air conditioning equipment to be operated, maintained and kept in good repair.

- (d) F3 Marina shall use its best efforts and due care and diligence to provide all services to the users of the Marina at the most reasonable cost to the City, consistent with the City's standard for the Marina specified herein, and unless approved by the City, F3 Marina shall not in its capacity as operator of the Marina, perform or promise to perform services for users of the Marina other than the types of services generally provided by operators of similar marinas. The City and F3 Marina shall endeavor to develop guidelines for the management and operation of the Marina consistent with the City's standards which will be complied with by F3 Marina during the term of this Agreement. The City acknowledges that the frequent closures of streets providing access to the Marina have a negative impact on Marina operations. The City and F3 Marina will endeavor to develop guidelines to minimize the impact of street closures on the Marina.
- (e) F3 Marina shall use its best efforts to cause all such acts and things to be done in and about the Marina as shall be necessary or desirable to comply with any and all orders or codes affecting the Marina placed thereon by any federal, state or municipal authority having jurisdiction thereover or orders of any board of fire underwriters or other similar board or agency subject, however, to the same limitations with respect to the amount of expenditures involved with the making of repairs and alterations contained in paragraph 5(b) hereof, except that F3 Marina may cause such orders or codes to be complied with irrespective of the cost thereof in the event that such a failure immediately to comply with any such order or code would or might expose the City or F3 Marina to criminal liability, provided that F3 Marina shall use its best efforts to reach the City's Public Works Department by telephone for the City's approval before undertaking such prompt compliance. F3 Marina shall promptly notify the City and the City shall promptly notify F3 Marina, of any notice of violation, order, rule or determination of any federal, state or municipal authority having jurisdiction over the Marina or order of any board of fire underwriters or similar board of agency.

(f) ~~A purchase order shall be prepared by F3 Marina for all purchases of materials for the Marina and for all non-contractual services prior to acquisition thereof and a receipt shall be obtained for all such items. In the event that the purchase of materials or acquisition of services is immediately necessary for the preservation and safety of the Marina or for the safety of users or other persons or required to avoid the suspension of any necessary service to the Marina, a confirmation of purchase shall be prepared in lieu of a purchase order. F3 Marina shall review all purchase orders, purchase confirmations and invoices affecting the Marina and all such items shall be approved by a supervisory employee of F3 Marina.~~



(g) If it becomes advisable or necessary to make extraordinary repairs or alterations to the Marina, F3 Marina shall notify the City of the need and reason for the same, which notice shall contain F3 Marina's recommendation as to the bid that should be accepted or other method of performing such work. Upon the award of a contract approved by the City, F3 Marina shall coordinate and oversee the work and insure that the specifications of the contract are complied with including, but not limited to, the obtaining of any and all governmental approvals or permits that may be required in order to complete the proper performance of the work. Any construction, the estimated cost of which exceeds five thousand and 00/100 (\$5,000.00) dollars, shall be subject to the requirements of Section 62.15, Wis. Stats. All alterations shall be subject to approval by the City to ensure that the architectural integrity of the Marina is maintained, and shall become the property of the City.

6. (a) Maintenance and Operation of Boat Launch Ramps. In addition to the Marina, F3 Marina shall operate and maintain the City's public Boat Launch Ramps and related improvements, specifically, the Deland Park ramp adjacent to the Harbor Centre Marina, the South 8th Street ramp and the North 14th Street ramp.

Such responsibility shall include, but not be limited to, the following: issuance of boat launch permits, stocking of envelopes and collection of boat launch fees at rates as established by City; installation/removal of the docks in spring and fall, respectively, at the times as designated by City; maintaining appropriate staffing to ensure safe, orderly and efficient operation of the Boat Launch Ramps; performance of all maintenance to the Boat Launch Ramps (but excluding major repairs related to vandalism, to age related equipment and facility depreciation, extreme weather, fire and other acts of God, and excluding mowing of grass areas at the South 8th Street facility); and keeping the Boat Launch Ramps free of debris and other accumulations. In addition, to the extent authorized by the City's Chief of Police, F3 Marina's on-site manager(s) or designated personnel shall act as a parking monitor at the Boat Launch Ramps and issue notices of parking violations for violation of boat launch parking regulations.

The City, and not F3 Marina, shall be responsible for payment of third party vendors' invoices for boat launch ramp fee envelopes, crane rental expenses and other third party vendor services for the boat launch ramps.

- (b) Collection of Boat Launch Fees. Notwithstanding any other provisions of this Agreement, all boat launch fees received by F3 Marina for and on behalf of the City, less applicable bank credit card charges, shall be and remain the property of the City. F3 Marina shall provide to the City an accounting of the receipts on a monthly basis, and annually on December 1st pay over to the City all receipts collected through November 1st.

7. (a) Maintenance and Operation of Large Yacht Facilities.

In addition to the Marina and the Boat Launch Ramps, F3 Marina shall operate and manage the Large Yacht Facilities along the South Pier sea wall, as described in Exhibit "A," through the Marina office. Such responsibility and duties shall include, but not be limited to, the following: marketing of the Large Yacht Facilities, reservations, coordination and maintenance of appropriate staffing to ensure efficient operation of the Large Yacht Facilities, collection of fees, and reporting need for maintenance to the City in a timely manner.

Requests for occupancy of the Large Yacht Facilities for commercial enterprises, other than tourist-oriented enterprises, shall be referred to the City for approval.

Management, operation and administration of the reservations will be performed by F3 Marina and its employees.

(b) Collection of Large Yacht Facility Fees.

Large yacht tie-ups will be reserved by phone or marine radio with a credit/debit card, or with prepayment by check, cash or money order through the Harbor Centre Marina Office. All large yacht tie-up fees received by F3 Marina for and on behalf of the City, less applicable credit/debit card charges, shall be accounted for in the Marina operations.

8. Contracts.

- (a) F3 Marina, on behalf of the City, shall enter into contracts and agreements for ordinary and usual maintenance of the Marina, electricity, gas, telephone, cleaning, landscaping, rubbish removal, security protection or other services or such of them as F3 Marina shall deem advisable, and F3 Marina shall, on behalf of the City, purchase all supplies (except those which will be supplied by a contractor) which shall be necessary to properly maintain and operate the Marina. To the extent permitted by law, F3 Marina may make such purchases on behalf of the City on a tax-exempt basis.
- (b) Notwithstanding anything to the contrary contained in this paragraph, all contracts relating to the collection of revenues including, but not limited to, slip rental contracts, boat show commission agreements and contracts for any other revenue source, shall be in the name of the City and shall require the City's written consent in advance.
- (c) The City or the City's officers or designated agents shall have the right to inspect all contracts and agreements entered into by F3 Marina with respect to the operation of the Marina at reasonable times and F3 Marina shall provide the City copies of such contracts and agreements as the City may request.

9. Collection and Remission of Revenues.

- (a) F3 Marina will, on behalf of the City, collect all revenues or income of sale of any kind, whether derived directly or indirectly from any source over which F3 Marina has any direct or indirect responsibility under this Agreement including, but not limited to, such sources as slip rentals, transient rentals, large yacht facilities rentals, fuel sales, ship store sales, convenience store sales, deli/snack bar sales, vending sales, revenues from boat storage, boat services and boat repairs, sail and fishing charters, special event income, utility charges, interest income and any other revenue or income or sales or assessments from activities which are operated under the direction of F3 Marina relating to the Marina. Revenues collected by F3 Marina on behalf of the City shall not include revenue from boat sales, brokerage, indoor winter storage fees or service parts.
- (b) All monies received by F3 Marina for and on behalf of the City shall be accounted for in the Marina operations.
- (c) Within thirty (30) days after the end of each calendar year, F3 Marina will pay to the City the net operating income of the preceding calendar year.

10. Payment of Expenses. During the term of this Agreement, the City agrees to maintain a balance in the fund in an amount sufficient to pay the necessary expenditures pursuant to this Agreement and the Annual Operating Budget. In the event that at any time there be insufficient funds available in the fund to pay such expenses, the City agrees to immediately supply the funds required to make such payments. The City agrees to reimburse F3 Marina promptly for any disbursement which F3 Marina may elect to advance the City pursuant to the terms of this Agreement.

"Expenses of Operation" as used in this Agreement, shall include any cost of sales or direct costs and expenses or general expenses incurred in the operation of the Marina including, without limitations, personnel costs and benefits, insurance, advertising and marketing expenses, utility costs, taxes, fuel costs, costs of inventory and costs of operating the ship's store/deli and convenience store and the gas dock. Notwithstanding the above, the term "Expenses of Operation" shall not include the City's depreciation, nor any capital expenditures, nor shall it include expenses related to boat sales, brokerage, indoor winter storage or service parts. Expenses of Operation shall include the payment of the base management fee and payment of any incentive adjustment amounts to F3 Marina.

11. Reports to the City.

(a) Commencing upon the execution of this agreement, F3 Marina shall prepare and submit to the City written reports for the Marina as follows:

(i) Beginning the first week in March and continuing until the first week in November of each year, F3 Marina will provide the City a written report each Monday that summarizes key information on revenue by category (slip fees, transient income, fuel sales, convenience store sales, etc.), significant expenses, and operational issues that occurred over the past week.

(ii) On or before the twentieth (20th) day of each calendar month, F3 Marina shall deliver or cause to be delivered to the City profit and loss statements and balance sheets showing the results of operation of the Marina for the preceding calendar month and the calendar year to date. For purposes of this report, revenues and expenses shall be set forth separately in a mutually agreed upon chart of accounts.

- (iii) Not later than June 15 of each calendar year, F3 Marina will deliver or cause to be delivered to the City a proposed annual operating budget for the subsequent calendar year of the anticipated income from all sources and expenses for non-capital repairs and maintenance, materials and supplies, disbursements and supporting information therefor, and a summary of anticipated capital expenditures and/or repairs for the subsequent two (2) calendar years. The proposed annual operating budget and all capital expenditures shall be subject to the City's approval, and once approved shall be the "Annual Operating Budget" for said calendar year.
 - (iv) Within thirty (30) days after the end of each calendar year, F3 Marina will deliver or cause to be delivered to the City a balance sheet and related statement of profit and loss (including all supporting cost center schedules of revenues and expenses), showing the assets employed in the operation of the Marina and the liabilities incurred in connection therewith, as at the calendar year-end, and the results of the operation of the Marina during the preceding calendar year. Such report shall also include an Annual Statement of F3 Marina's Fee Calculation setting forth in reasonable detail the calculation of F3 Marina's compensation as provided in paragraph 14. This report may, at the City's option, be audited by independent public accountants. Any such independent audit shall be considered an expense of the Marina.
 - (v) In addition, at the option of the City, such independent accountants approved by the City may be retained at the City's expense to prepare monthly and semi-annual statements.
 - (vi) At any reasonable time, upon the request of the City, F3 Marina shall provide copies of any and all material or reports maintained by F3 Marina for the Marina in the ordinary course of F3 Marina's business.
- (b) F3 Marina shall cooperate with the City or the City's independent public accountants in connection with the preparation and filing of federal, state and other tax returns required by any governmental authority.

- (c) F3 Marina shall cooperate with the independent public accountants of the City in connection with the preparation of an annual audit of the books of account of the City at its discretion, including an annual report each year of the operations of the City for the year then ended.
- (d) The City or the City's officers or designated agents shall have the right at any reasonable time or interval to examine F3 Marina's books for the Marina or any portion thereof.
- (e) F3 Marina shall prepare, keep and maintain at all times for a period of not less than five (5) years complete and accurate books of account and records during each calendar year and such other records as would normally be required to be kept and examined by an independent public accountant in accordance with generally accepted auditing practices in performing an audit. Upon five (5) days' written notice to F3 Marina at any time during the term or within one (1) year of the expiration or sooner termination thereof, the City shall have the right to cause a complete audit to be made by an independent public accountant designated by the City of all business affairs conducted at, upon and from the Marina and of all books and records pertaining thereto, and F3 Marina will make all such books and records available, or cause the same to be made available for such examination at the Marina or such other location agreed to by the City.

12. Insurance.

- (a) F3 Marina agrees to maintain at its expense and provide City with certificates of insurance that provide the following coverage:
- (1) Unemployment compensation and worker's compensation covering the statutory liability of F3 Marina in the operation of the Marina, Boat Launch Ramps and Large Yacht Facilities.
 - (2) General liability insurance coverage, including personal injury and contractual liability with limits of not less than one million and 00/100 (\$1,000,000.00) dollars for each occurrence and three million and 00/100 (\$3,000,000.00) dollars in the aggregate, and agrees to name the City as an additional insured.
- (b) F3 Marina shall also provide an umbrella liability policy, with provisions acceptable to City, insuring all property in the care, custody and control of F3 Marina under the terms of this Agreement, including materials, equipment, structures and improvements, insuring such property against losses by virtue of the negligent acts of F3 Marina or its agents or employees, with limits of at least three million and 00/100 (\$3,000,000.00) dollars. Said policy shall name the City as an additional insured and shall be primary to any other additional insurance coverage as may be required by the City during the term of this Agreement and agrees to name the City as an additional insured.
- (c) F3 Marina shall ensure that all employees with access to receipts are bonded in an amount mutually agreed between the parties hereto, or that F3 Marina maintain sufficient dishonest employee insurance coverage.
- (d) In the event F3 Marina employs other contractors (subcontractors) as part of the work covered by this Agreement, it shall be F3 Marina's responsibility to require and confirm that each subcontractor meets the minimum insurance requirements specified in this Agreement, and carries worker's compensation coverage.

13. Swimming Pool Facilities. The swimming pool facilities will be available to all slip renters and included in the slip rental fee. In addition, use of the swimming pool facilities shall be open to all who choose to purchase a membership, boater and non-boater alike. Memberships will also be available to transient boaters on a daily fee basis.

14. Compensation.

(a) Management Fees.

(i) Except as provided in subparagraph (b) below, for the term of this Agreement, and any renewals thereof, F3 Marina shall be paid out of the cash flow of the Marina as the "Base Management Fee" an annual sum as follows:

- \$80,000 in 2019
- \$84,000 in 2020
- \$88,200 in 2021
- \$92,610 in 2022
- \$97,240 in 2023

The Base Management Fee shall be payable in twelve (12) equal monthly installments on the first day of each month of the calendar year.

(b) Incentive Fee. Throughout the term of this Agreement, F3 Marina may be paid an incentive fee in addition to the Base Management Fee. The incentive fee shall be calculated to be a portion of the increase, should there be any, in net operating revenue over the previous year. The City shall pay forty percent (40%) of the increase in net operating revenue to F3 Marina; except that if the annual net operating revenue increase is greater than 20% in a given year, the city shall calculate the incentive fee such that F3 Marina receives forty-five percent (45%) of the portion of net operating revenue representing an increase between 21 and 50% over the previous year, and fifty percent (50%) of the portion of net operating revenue representing an increase in excess of 50% over the previous year. For the purposes of calculating the incentive fee, the increase in net operating revenue shall not include capital costs or repairs to docks from ice damage, and shall exclude any revenue from approved rate increases over the term of the Agreement.

- (c) Disincentive Fee. A disincentive fee shall be applied if F3 Marina fails to meet the budgeted net operating income (NOI) by 20% or more in that year: the current year's Base Management Fee is frozen for the next year.

15. Tradename; Signage.

- (a) The trademarks and service mark of both the City and F3 Marina may be used in connection with the operation of the Marina. It is expressly agreed that neither party will, by virtue of operations under this Agreement, acquire any right to any trademark or service mark of the other party.
- (b) F3 Marina agrees that the City shall have the right to remove any signs, lettering, displays, advertising or pictures in or on or about the Marina in the event the City determines that any of the foregoing is not in accordance with a first class marina.

16. Restrictive Covenants.

F3 Marina agrees that it will not, directly or indirectly, or by an Affiliate, own, operate, manage, or otherwise have an interest in any other marina operation, provide slip rentals outside of the Marina, or provide outdoor boat storage at any site other than the Marina on-site boat storage area or the City's designated off-site outdoor storage area, unless these boat storage areas are full to capacity, at any location within thirty (30) miles of the Marina, without the written consent of the City, which consent may be withheld unreasonably. The location of brokerage, boat sales and indoor boat storage shall not be restricted hereby.

The restrictive covenants contained herein shall continue only during the term of this Agreement and any extensions thereof.

17. Representations and Warranties; Indemnification.

- (a) The City and F3 Marina each represent and warrant to the other that it has the power and authority to enter into this Agreement and to fully perform its respective obligation hereunder.

- (b) F3 Marina shall indemnify and save harmless City from and against any and all losses, costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under worker's compensation and unemployment compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by F3 Marina, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of any act or neglect on or about the Marina premises, Boat Launch Ramps or Large Yacht Facilities, by F3 Marina, or its agents, employees, customers, invitees, contractors, subcontractors or any other persons.
- (c) City shall indemnify and save harmless F3 Marina from and against any and all losses, costs (including attorney's fees), damages, expenses and liability (including statutory liability and liability under worker's compensation and unemployment compensation laws) in connection with claims for damages as a result of injury or death of any person or property damage to any property sustained by City, its agents, employees, customers, invitees, contractors, subcontractors and all other persons which may arise from and in any manner grow out of any act or neglect on or about the Marina premises, Boat Launch Ramps or Large Yacht Facilities, by City, or its agents, employees, customers, invitees, contractors, subcontractors or any other persons.
- (d) The parties shall notify each other of the existence of claims relating to the Marina or Boat Launch Ramps and shall cooperate with each other in defense of third-party claims.
18. Right to Audit. F3 Marina shall maintain books and records in sufficient detail to meet generally acceptable accounting practices. Said books and records shall be accessible to the City at reasonable times, on three (3) days' notice to F3 Marina. F3 Marina grants to the City the right and authority to audit all records, documents and books pertaining to this Agreement.

19. Inventory. Prior to the beginning of the contract period, a representative of both the City and F3 Marina will jointly perform a physical inventory count and observation of all fixtures, furnishings, furniture and equipment, in or upon the managed premises and said inventory will be attached hereto and made a part hereof within fourteen (14) days of the execution of the Agreement. F3 Marina agrees that fixtures, furnishings and equipment are in the condition as stated in the inventory; that F3 Marina personally inspected and assisted in the taking of said inventory; that F3 Marina will maintain the fixtures, furnishings, furniture, and equipment, if any, during the term of this Agreement, and that said property shall be deemed in its sole custody and care.

At least once annually during the contract period, if determined necessary by the City, the City will provide F3 Marina with an amended listing of fixed assets to verify those assets currently in place taking into account deletions and additions. The City will provide F3 Marina with fixed asset identification tags to be affixed to such assets.

At the termination of this Agreement, a representative of the City and F3 Marina will jointly perform a physical inventory count and observation of all fixtures, furniture, furnishings, and equipment.

In the event any of the aforementioned items are lost, stolen, or damaged, through the negligence of F3 Marina, they shall be replaced or repaired at the cost and expense of F3 Marina.

20. Termination of Agreement by City.

(a) If one or more of the following events shall occur, the City may terminate this Agreement by notice to F3 Marina.

- (i) If F3 Marina shall be in material default in the performance of any material term, covenant or condition which this Agreement requires it to perform, and shall fail to cure such material default within thirty (30) days of written notice from the City specifying such default (unless such default cannot reasonably be cured within such thirty (30) day period and during such thirty (30) day period F3 Marina commences to cure such default and proceeds with diligence to complete such cure); provided that F3 Marina shall not be deemed to be in default pursuant to this Agreement if its failure to satisfy the requirements hereof is caused by the City's failure to provide funds to the Marina or otherwise perform its obligations hereunder; or
 - (ii) If F3 Marina shall make any assignment of its property for the benefit of creditors; or
 - (iii) If F3 Marina's interest under this Agreement shall be taken on execution of a judgment; or
 - (iv) If F3 Marina files a petition for adjudication as a bankrupt, for reorganization or for an arrangement under any bankruptcy or insolvency law, or if any involuntary petition under such law is filed against F3 Marina and not dismissed within ninety (90) days thereafter;
 - (v) If F3 Marina has made any representation to induce the City to enter into this Agreement that is false in any material respect when made; or
 - (vi) If F3 Marina fails to meet the yearly budgeted Net Operating Income two (2) consecutive years.
- (b) Upon the occurrence of one or more events under (a) above, the City may exercise any or all of the following remedies in addition to termination of the Agreement:
- (i) The City may, immediately, or at anytime thereafter, and without further notice or demand, enter on the Marina premises and expel F3 Marina and remove F3 Marina's effects (forcibly if necessary); and/or

(ii) The City may require that F3 Marina immediately deliver to the City all slip leases, boat storage rental agreements and similar agreements.

(c) The rights of termination granted to the City in this paragraph shall be in addition to any other right or remedy that may otherwise be available to the City including, but not limited to, recovery of amounts due and owing to the City, any and all damages, and any equitable relief resulting from the above event or events.

21. Termination of Agreement by F3 Marina.

(a) F3 Marina may terminate this Agreement by giving notice to the City if the City shall be in material default in the performance of any material term, covenant or condition which this Agreement requires it to perform and shall fail to cure such material default within thirty (30) days of notice from F3 Marina specifying such default (unless such default cannot reasonably be cured within such thirty (30) day period and during such thirty (30) day period the City commences to cure such default and proceeds with diligence to complete such cure), provided that the City shall not be deemed to be in default pursuant to this Agreement if its failure to satisfy the requirements hereof is caused by F3 Marina's failure to perform its obligations hereunder.

(b) The rights of termination granted to F3 Marina in this paragraph shall be in addition to any other right or remedy that may otherwise be available to F3 Marina including, but not limited to, recovery of amounts due and owing to F3 Marina, any and all damages, and any equitable relief resulting from City's default.

22. F3 Marina's Rights Upon Termination.

(a) Upon termination of this Agreement, F3 Marina shall be entitled to:

(i) reimbursement of all expenses incurred with respect to the Marina, provided such expenses are within the parameters of the approved annual budget;

(ii) payment of all of its compensation to which it would be entitled under paragraph 14 to the date of termination, unless unilaterally terminated by F3 Marina without cause, or unless terminated by the City under paragraph 20(a);

(iii) payment of any other sums due F3 Marina hereunder, unless unilaterally terminated by F3 Marina without cause, or unless terminated by the City under paragraph 20(a). Upon the termination of this Agreement, F3 Marina shall render a final accounting within forty-five (45) days after the end of the month of termination.

(b) The obligations contained in this paragraph shall survive expiration or other termination of this Agreement. Upon termination of this Agreement, F3 Marina shall have the right to assign, and the City shall have the obligation to assume, all contracts entered into on behalf of the City, provided said contracts are within the parameters of the approved annual budget.

23. Subordination. This Agreement and F3 Marina's authority and rights hereunder are subject to the lien upon, and security interest in, the Marina and revenues generated by the Marina held by any financial institution to which the City has granted a security interest in the Marina.

24. Notices. Any notice required or permitted hereunder shall be in writing and shall be valid and sufficient if delivered personally or dispatched in any post office of the United States by registered or certified mail, postage prepaid, addressed to the other party as follows:

If to the City:

City Clerk
City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

If to F3 Marina:

F3 Marina Management Company
252 East Highland Avenue
Milwaukee, WI 53202
Attn: John Matheson

and any party may change such address by notice given to the other party in the manner set forth above.

25. Assignment. F3 Marina shall not assign this Agreement without the prior consent of the City, which consent may be arbitrarily withheld in its sole discretion. Any such assignment without the City's prior written consent shall be void. The City shall have the right to assign this Agreement at anytime without the consent of F3 Marina. In the event the City's assignee is unable to perform the terms of this Agreement, the City shall be responsible for performance of the City's obligations hereunder.

26. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by and construed under the laws of the State of Wisconsin.
- (b) Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- (c) Headings. Titles and headings of the paragraphs and subparagraphs of this Agreement are for the convenience of reference only and do not form a part of this Agreement and shall not in any way affect the interpretation hereof.
- (d) Amendment. No explanation or information by either of the parties hereto shall alter or affect the meaning or interpretation of this Agreement and no modification or amendment to this Agreement shall be valid unless in writing and executed by both parties hereto.
- (e) Successors and Assigns. Except for the restrictions on assignability contained in paragraph 25 hereof, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
- (f) Waiver. The waiver of any breach of any term or condition hereof shall not be deemed a waiver of any other or subsequent breach, whether of like or different nature.

- (g) Severability. If any term or provision of this Agreement or the performance thereof shall to any extent be invalid or unenforceable, such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of this Agreement, and this Agreement shall be valid and enforceable to the fullest extent permitted by law.
- (h) Relationship of the Parties. The relationship of the City and F3 Marina shall be solely as owner and manager with F3 Marina acting as an independent contractor and in no event and for no purpose shall the City and F3 Marina be deemed partners or joint venturers.
- (i) Affiliates. As used in this Agreement, the term "Affiliate" or "Affiliates" shall mean a corporation, partnership, venture, trust, association, or other business organization that is not a natural person and is under common ownership or control with F3 Marina; a parent or subsidiary of F3 Marina; or an officer, director or shareholder of F3 Marina. For this purpose, the term "control" shall include the ownership or holding of ten percent (10%) or more of the stock, assets or equity of or interest in any organization other than a natural person.
- (j) Entire Agreement. This Agreement contains all of the agreements and covenants made between the parties hereto.

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. November 5, 2018.

A RESOLUTION authorizing the appropriate City officials to execute the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately because the Agreement was already approved by the Sheboygan Transit Commission at their meeting on October 29, 2018.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Agreement for Transit Service Between the City of Sheboygan and the Village of Kohler, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Mayor, City Clerk, and Chairperson of the Sheboygan Transit Commission are hereby authorized to execute the Agreement for Transit Services.

*Suspend
Pass*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE VILLAGE OF KOHLER**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Village of Kohler, a Wisconsin village with principal offices located at 319 Highland Drive, Kohler, Wisconsin, hereinafter referred to as KOHLER;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, KOHLER seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within KOHLER; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to KOHLER.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to KOHLER as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in KOHLER in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of KOHLER. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to KOHLER.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

KOHLER agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2019, this amount is equal to **\$12,151**. KOHLER

agrees to make quarterly payments in four equal installments of **\$3,037.75** during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice KOHLER for such payments prior to each date.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to KOHLER.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within KOHLER, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of KOHLER, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If KOHLER terminates this agreement, KOHLER will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect for 2019 or until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

Subject to KOHLER approval, SHEBOYGAN shall, on an annual basis, determine the local share responsibility for KOHLER. This amount will be based on the level of service desired by KOHLER for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to KOHLER for 2019 is **\$12,151**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify KOHLER during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 5th DAY OF October, 2018.

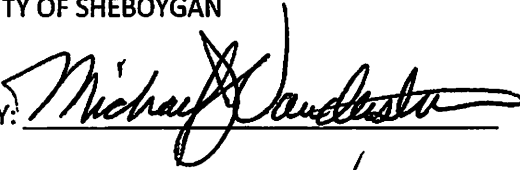
VILLAGE OF KOHLER

BY: 

Name: Thomas R. Schnettler

Title: Village President

CITY OF SHEBOYGAN

BY: 

Name: MICHAEL J. VANDERSTEGEN

Title: MAYOR

ATTEST:



Name: Laurie Lindow

Title: Clerk-Treasurer

ATTEST:



Name: Todd Wolf

Title: Council President, Transit Chair

ATTACHMENT A

City of Sheboygan (Shoreline Metro) Service Agreement
Village of Kohler Level of Service

1. **FIXED ROUTE - Weekdays (Monday through Friday)**

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	4	5:45 a.m.	:60 min.	25%
		6:45 a.m.	:60 min.	25%
		11:15 a.m.	:60 min.	25%
		5:45 p.m.	:60 min.	25%
20 South	4	9:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%
		3:45 p.m.	:60 min.	25%
		7:45 p.m.	:60 min.	25%
Kohler Special	1	7:15 a.m.	:30 min.	100%

2. **FIXED ROUTE - Saturdays**

<u>Route</u>	<u>Daily Trips</u>	<u>Run Times</u>	<u>Headway</u>	<u>% Billed</u>
20 North	3	9:15 a.m.	:60 min.	25%
		12:15 p.m.	:60 min.	25%
		3:15 p.m.	:60 min.	25%
20 South	4	11:15 a.m.	:60 min.	25%
		1:15 p.m.	:60 min.	25%

3. **PARATRANSIT - Weekdays (Monday through Friday)**

Service shall be provided from 5:45 a.m. to 8:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

4. **PARATRANSIT - Saturdays**

Service shall be provided from 7:45 a.m. to 5:45 p.m. Trips may be taken in accordance with Shoreline Metro policy.

NOTES:

- No service will be provided on major holidays including New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day.
- Service on Christmas Eve and New Year's Eve may be altered depending on the day of the week these holiday fall on in a particular year.

ATTACHMENT B
City of Sheboygan (Shoreline Metro) Service Agreement
Current Schedule of Bus Fares and Media

Adult

Cash Fare.....\$1.75 per trip
Token.....\$13.00 (pack of 10)

Student

Cash Fare.....\$1.75 per trip
Token.....\$11.00 (pack of 10)

Senior Citizen/Disabled

Cash Fare.....\$0.85 per trip
Punch Pass\$8.50 (10 rides)

All Customers

Monthly Pass.....\$48.00
Day Pass\$3.00
Children Under 5 years of ageFREE w/ Fare Paying Adult

NOTES:

- Children under 5 years of age may ride free when accompanied by a fare paying adult passenger.
- Students must be under high school age or younger enrolled full time at a primary or secondary school.
- Senior citizens and individuals with a disability may ride at the reduced fare upon presentation of proper identification recognized by Shoreline Metro. Identification cards are available for eligible disabled customers.
- Transfers between routes at the Transfer Station are available without charge. One transfer will be allowed for each paid fare. Transfers are for immediate use and cannot be used at any other location along the route.

**AGREEMENT FOR TRANSIT SERVICE
BETWEEN THE CITY OF SHEBOYGAN AND THE VILLAGE OF KOHLER**

THIS AGREEMENT, made by and between the City of Sheboygan, a municipal corporation of the State of Wisconsin, with principal offices located at 828 Center Avenue, Sheboygan, Wisconsin, hereafter referred to as SHEBOYGAN; and the Village of Kohler, a Wisconsin village with principal offices located at 319 Highland Drive, Kohler, Wisconsin, hereinafter referred to as KOHLER;

WITNESSETH:

WHEREAS, SHEBOYGAN currently owns and operates a transit system, providing service in the Sheboygan metropolitan area; and

WHEREAS, SHEBOYGAN has established a transit commission (hereinafter referred to as COMMISSION) pursuant to § 66.1021, Wis. Stats., which commission is responsible for the maintenance and operation of SHEBOYGAN's comprehensive, unified local transportation system (hereinafter referred to as SHORELINE METRO); and

WHEREAS, both the Federal Transportation Administration of the U.S. Department of Transportation and the State of Wisconsin Department of Transportation assist in the subsidization of the operating deficit under formula grant programs; and

WHEREAS, KOHLER seeks to contract with SHEBOYGAN for the provision of public transit services from SHEBOYGAN to and within KOHLER; and

WHEREAS, the purpose of this agreement is to set forth the terms and conditions under which transit service is to be provided by SHEBOYGAN to KOHLER.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES & SERVICE LEVEL

During the term of this agreement, SHORELINE METRO shall operate regularly scheduled fixed route bus service to KOHLER as described in Attachment A. In addition, SHORELINE METRO will provide door-to-door accessible paratransit service to individuals unable to use the fixed route bus service in KOHLER in accordance with Adults with Disabilities Act of 1992 (ADA). Any changes to the level of bus service as described in Attachment A will require the prior approval of the COMMISSION and the appropriate legislative body of KOHLER. Such changes in service levels may require a corresponding adjustment in the percentage share of the Local Match for Services to KOHLER.

2. FARE STRUCTURE

During the term of this agreement, the COMMISSION shall be solely responsible for setting bus fares.

3. DESIGNATION OF RESPONSIBILITY

SHEBOYGAN designates SHORELINE METRO as the provider of the services set forth in this agreement.

4. PAYMENT SCHEDULE

KOHLER agrees to pay SHEBOYGAN an amount equal to its proportionate share of projected annual net operating deficit incurred by SHORELINE METRO. In 2019, this amount is equal to **\$12,151**. KOHLER

agrees to make quarterly payments in four equal installments of **\$3,037.75** during the calendar year due on or before the following dates: March 30, June 30, September 30, and December 31. SHEBOYGAN shall invoice KOHLER for such payments prior to each date.

SHEBOYGAN may assess a penalty for payments that are not made within 30-days of invoice date equivalent to 1% of the payment amount.

5. INSURANCE

SHEBOYGAN shall carry and keep in force insurance coverage insuring SHEBOYGAN against liability for personal injuries or property damage arising out of the operation of such bus service, and covering each and all of the buses used by SHEBOYGAN in service provided to KOHLER.

6. OPERATING AUTHORITY

SHEBOYGAN shall have sole and ultimate authority and responsibility for the operation, control, and direction of bus service operated within KOHLER, pursuant to this agreement, and in accordance with terms herein.

7. RECORDS/INFORMATION

SHEBOYGAN shall, at the request of KOHLER, provide any and all information pertaining to the operations of SHORELINE METRO as long as providing such information is consistent with SHEBOYGAN policy. Information may include such things as meeting notices, minutes, policies, procedures, notifications, etc. Such requests shall be presented to SHEBOYGAN via writing and such requests shall be made ten (10) days in advance.

8. MEDIATION OF DISPUTES

Any disputes over the interpretation of application of this agreement which cannot be resolved by the parties shall be submitted to a mediator before any legal action may be taken in a court of law. Said mediator may be a representative of the Wisconsin Department of Transportation.

9. FORCE MAJEURE

In no event shall SHEBOYGAN be deemed to be in default of any provision of this agreement for failure to perform, where such failure is due to strikes, walkouts, riots, civil insurrections or disorders, act of God, adverse weather conditions, or for any other cause or causes beyond the control of SHEBOYGAN.

10. TERMINATION

Either party may terminate this agreement one hundred and twenty (120) days following delivery of a written notice to the other party. If KOHLER terminates this agreement, KOHLER will agree to pay for pro-rated service costs up to and including the last day of service.

11. TERM OF AGREEMENT

This agreement shall remain in effect for 2019 or until modified or terminated and will be binding upon the parties mutually and upon their successors and assigns.

12. LOCAL MATCH FOR SERVICES

Subject to KOHLER approval, SHEBOYGAN shall, on an annual basis, determine the local share responsibility for KOHLER. This amount will be based on the level of service desired by KOHLER for the calendar year. The local match is comprised of total costs of providing service, total revenues from service, and federal and state funding mass transit aids. Costs of providing service are calculated annually.

The local share for the service level provided to KOHLER for 2019 is **\$12,151**. Any changes to the service level, operational costs and revenues, changes in state mass transit aids or changes in federal mass transit aids may cause the local share to change. SHORELINE METRO shall notify KOHLER during the budget process of its local share contribution for the following year.

IN WITNESS WHEREOF, the parties have affixed their hands and seals

DATED THIS 5th DAY OF October, 2018.


VILLAGE OF KOHLER

BY: 

Name: Thomas R. Schnettler

Title: Village President

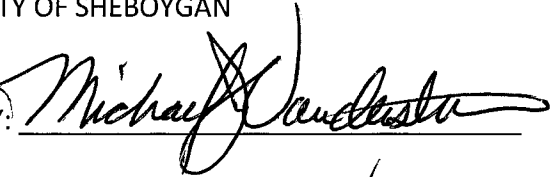
ATTEST:



Name: Laurie Lindow


Title: Clerk-Treasurer

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BY: 

Name: MICHAEL J. VANDERSTEEN

Title: MAYOR

ATTEST: 
Meredith DeBruin, City Clerk

ATTEST:



Name: Todd Wolf

Title: Council President, Transit Chair

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Village of Kohler Level of Service

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III

Res. No. _____ - 18 - 19. By Alderperson Bohren. November 5, 2018.

A RESOLUTION approving the SouthPointe Enterprise Campus Protective Covenants and authorizing staff to record said covenants as deed restrictions against the property.

WHEREAS, having reviewed the protective covenants in the existing Sheboygan Business Center, city staff has incorporated additional covenants into SouthPointe Enterprise Campus to ensure that new development is consistent; and

WHEREAS, these protective covenants blend the use and protect the value of properties in the campus.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council authorizes city staff to record these protective covenants against the properties included in the campus and understands that these requirements shall be followed for all new development occurring in this campus.

City Plan

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



bizsheboygan.com

PROTECTIVE COVENANTS

(Created 2018)

1. STRATEGIC LOCATION

The SouthPointe Enterprise Campus is located at the southernmost point of the City of Sheboygan and acts as a gateway to the community as viewed by motorists heading north on Interstate 43. The business campus is bordered by Interstate 43 and County Highway OK which provides great accessibility to the interstate. The campus includes approximately 400 additional acres that can be developed in phases over time. The plan indicates sites in a range of sizes, including larger sites up to 20+ acres. The plan is intended to be flexible and allow for development of sites varied in size based on need.

2. BACKGROUND AND PURPOSE

The SouthPointe Enterprise Campus is a planned development owned and managed by the City of Sheboygan, Wisconsin. These covenants are intended to be for the mutual benefit and protection of all present and future owners and lessees of land within the SouthPointe Enterprise Campus (hereinafter referred to as "SouthPointe"). It is the intention of the City of Sheboygan (hereafter referred to as the "City") that this be an environmentally and aesthetically superior development protected against depreciation in property values. These covenants are designed to ensure that SouthPointe will always provide an attractive setting for business and industry with high quality improvements, which will reflect well on both the owners and lessees within SouthPointe and the City of Sheboygan.

3. EASEMENTS

A. Title

Title of specific parcels will be transferred from the City to purchasers upon completion of appropriate sales transactions. The City will retain permanent easements for all drainage ways, retention ponds, landscaped areas, access routes, utilities, and other maintenance areas, which have been constructed or shown as planned to serve the campus as a whole.

B. Easement Area Maintenance

Each owner shall be responsible for required maintenance within identified easements on their properties. The City will retain ownership and provide maintenance for the retention ponds developed as part of the drainage system for the entire campus. (Retention ponds built by and for the use of individual owners will be responsibility of said owner.)

It shall be the responsibility of the individual property owners to ensure that the adequacy of maintenance is such that the premises are maintained properly, including the trimming and fertilization of ground cover, shrubbery, trees, and the replacement of landscaping when and where necessary.

4. LAND USE

The plan outlines zones for different land use/tenant types. The Office/Manufacturing zone is intended to accommodate smaller scale uses including corporate office, light industrial, and smaller scale manufacturing and warehousing. The Large Manufacturing zone is intended to accommodate uses with a need for larger sites to support their operations. The preferred concept plan is located in Appendix A.

A. Permitted Uses

The campus has been zoned Suburban Industrial (SI) under Section 15.105(3)(g) of the City of Sheboygan Zoning Ordinance. Under that section, any land use permitted under any of the City's other industrial classifications are a permitted use with the exception of those listed in subsection B, below.

The City may consider rezoning parcels with frontage on Interstate 43 to exclusively permit lodging. Interstate frontage lots may be considered for the development of mid-range and upscale hotels with at least sixty (60) units. The City may, via its zoning ordinance, permit certain ancillary uses in parcels rezoned exclusively for lodging.

B. Prohibited Operations and Uses

In addition to those uses prohibited in the City's other industrial classifications, the following uses are prohibited in the SI Zone.

1. The manufacture, processing or packaging of fish products.
2. The rendering of fats or oils.
3. Motor vehicle wrecking /repair and junk yards.
4. The manufacture of cement or concrete, plaster of paris and gypsum, crushing/recycling of concrete and gravel.
5. Fuel refineries and storage yards.
6. The manufacture of acids, explosives or dry fertilizers.
7. The operation of stockyards or slaughterhouses.
8. Waste Incineration.
9. Personal storage facilities (mini warehouses).
10. Adult Entertainment.
11. Ammunition, ordinance or explosives production or storage operations.
12. Asphalt plants.

C. Nuisance Restrictions

No operation, process, or other use or activity on said property shall produce noise, light, odors, smoke, vibrations, heat, industrial waste, or other external nuisances in violation of or in excess of the limits defined in city codes.

D. Special uses

Any activity causing or resulting in electromechanical or electromagnetic disturbance or radiation shall require a written application to and the approval by the City Plan Commission.

5. SETBACKS FROM PROPERTY LINES

A. Front Yard Setback

No part or portion of any building shall be erected, constructed, or extended nearer than fifty (50) feet to the front lot line of any parcel. Parking or storage of automobiles or other vehicles, materials, products or equipment shall be prohibited within this fifty (50) foot setback area. The fifty (50) foot setback shall be entirely graded and sodded or seeded between side lot lines and from the road shoulder to the building face in a manner that will produce an acceptable lawn, excepting only such areas as may be required for driveways or walks and planting beds for flowers, groundcover, shrubs, trees, or combinations thereof. All driveways, parking lots, and truck loading areas shall be surfaced with Portland cement concrete from the right-of-way line to the roadway. All walks shall be of Portland cement concrete. All such landscaping, drives, and walks shall be completed within one (1) year of the time construction of the principal building has been completed.

B. Interior Side Yard Setback

No part or portion of any building shall be erected, constructed, or extended nearer than twenty-five (25) feet to any interior side lot line of any parcel within SouthPointe Enterprise Campus. The use and treatment of all side yard areas shall be in accordance with the provisions of Paragraph 4(A) above. Parking, material storage, loading docks, and vehicular circulation shall be prohibited within said twenty-five (25) foot setback.

C. Street Side yard

No portion of any building shall be created, constructed, or extended nearer than fifty (50) feet to the street side lot line any parcel. Parking of automobiles or other vehicles shall be prohibited in the twenty-five (25) feet nearest the street right-of-way line. The setback shall be graded and seeded or sodded except for access drives, walkways, and planting beds.

D. Rear Yard Setback

No part or portion of any building shall be erected, constructed, or extended nearer than twenty-five (25) feet to any rear lot line. Those lots abutting a residential zoning district shall have a fifty (50) foot rear yard setback.

6. CONSTRUCTION MATERIALS

The overall approach of the SouthPointe Enterprise Campus encourages a variety of architectural styles on the campus. However, it is intended that a basic harmony of architecture prevail among the buildings so that no one structure detracts from the attractiveness of the overall development.

For all lots abutting I-43, one hundred (100) percent of the exterior of the building shall be faced with concrete, brick, masonry, or stone. For all lots abutting CTH OK, the facades facing the road shall be 100 percent faced with concrete, brick, masonry, or stone.

Facade: Colors, materials, finishes, and building forms shall be coordinated in a consistent manner on all facades. All exterior walls shall be finished with the following materials:

A. Brick or natural stone (exterior use of brick, masonry, and manmade or natural stone, which does not require a foundation, generally is not permitted). Masonry shall be required for at least fifty (50) percent of all exterior walls with street frontage and/or visibility.

B. Decorative faced concrete block.

C. Glass curtain walls.

D. Concrete panels.

E. Architectural metal – roof and accent only (minimum 20-year warranty on finish; at least 26-gauge metal; totally concealed fasteners, baseplates, and end trim required).

F. Other materials as approved by the Architectural Review Board.

Mechanical Equipment: All mechanical equipment, including roof-mounted equipment, shall be enclosed or screened as part of the overall architectural design.

All site plans must be submitted to the City for review and approval by the City Plan Commission. Building designs and materials shall be reviewed and approved by the Architectural Review Board.

7. OUTSIDE STORAGE

Open outdoor storage of materials, supplies, products, goods for sale, or equipment shall be prohibited.

All trash containers, including dumpsters, must be enclosed by a wall of solid materials that match the building facade and provide a suitable visual screen. Such wall shall be of sufficient height to cover the material stored and shall be maintained.

Storage of wood or combustible materials, including pallets or skids, must be on a hard surface screened and at least twenty (20) feet from any structure, building, or property line.

8. SITE STORM DRAINAGE

No land shall be developed nor shall any use be permitted that results in the flooding, erosion, or sedimentation of adjacent properties. All runoff shall be properly channeled into a storm drain, watercourse, storage area, or other storm water management facility in conformance with the approved drainage plan for SouthPointe.

All roof storm water must be collected internally and discharged less than two (2) feet above grade at the building face or be conducted underground directly to the drainage easement. Each owner shall take the necessary precautions to ensure that storm drainage from their site is not contaminated with motor vehicle fuels, lubricants, salt, or other chemical compounds detrimental to aquatic life or groundwater.

All on-site storm water measures shall use green storm water management practices, such as bio-swales, rain gardens, porous pavement, parking lot

infiltration ponds, green roofs, and rainwater harvesting through the development. All green storm water management practices shall be maintained privately.

The City will retain ownership of all public retention ponds developed as part of the drainage system for the entire campus.

9. FENCING

Fenced areas in the campus are permitted under the following terms and conditions:

A. Placement

Fences shall not be permitted in the front yard or easement areas if surface water drainage will be affected. Approval by City Engineer is required.

B. Type

Galvanized metal cyclone fencing is prohibited. Should fencing be required, all fencing shall be black or of a decorative style. Barbed wire in any form is specifically prohibited.

C. Height

Fences shall not exceed ten (10) feet in height.

D. Maintenance

All fences shall be maintained in good condition, including painting as required.

10. SIGNAGE

Except as otherwise provided in this section, signage shall be limited to corporate identity signs containing the company name and/or its logo. In addition, directional signs may be permitted on the property as described in this Section.

One corporate identity sign may be placed on each building facade. No roof mounted billboards or signs are permitted. No wall-mounted billboards are permitted. All lettering on the building must be smaller in height than twenty (20) percent of the wall height and all of the combined graphics shall be no longer than twenty-five (25) percent of the wall length.

One ground-mounted corporate identity sign per building may be placed on a panel with a solid base constructed of materials used on the visible elevations of the building (aluminum, glass, masonry, or steel). The size of the wall panel and base shall not exceed five (5) feet in height and fourteen (14) feet in length. The overall area of the sign face (excluding the base) shall not exceed fifty-six (56) square feet for all lot sizes exceeding six (6) acres and shall not exceed forty-two (42) square feet for all lot sizes of six (6) acres or less. Ground-mounted corporate identity signs must include a landscaped setting of ornamental shrubs, flowers, ground cover, or a combination of the three in an area equal to two times the area of the sign.

All lettering and logos on buildings or sign wall panels shall be made of individually cut or fabricated letters. No panel signs, painted wall signs or pylon signs are permitted.

Sign lighting, if desired, must be ground-mounted and hidden from view from the street. Individual letters may be internally illuminated.

All sign designs must be submitted to the Architectural Review Board for approval prior to construction.

Directional signage shall be a post and panel system and shall be limited in size to ten (10) square feet and in height to six (6) feet above the grade. No more than one sign shall be provided at each access drive.

Flashing, temporary, movable, or moving signs shall not be permitted.

11. BUILDING HEIGHT

The height of all structures shall be subject to the restrictions set forth in the City Zoning Ordinance.

12. PARKING AND LOADING

Owners shall be required to provide a sufficient number of off-street parking spaces to accommodate the maximum number of vehicles expected on each parcel during peak hours for all uses on the parcel including employees, customers, suppliers, or visitors, but in no event shall there be fewer than one parking space for each person employed during the major shift. All parking areas and driveways shall be paved in asphaltic cement or Portland cement concrete. Said parking areas and driveways shall be completed within one year of the time construction of the principal building has been completed.

All permitted uses shall provide off-street truck loading berths, preferably to the rear of the buildings. Truck loading berths shall be prohibited at the front of all buildings, unless no other options are feasible but shall be adequately screened.

No unlicensed or inoperable vehicle shall remain on site more than twenty-four (24) hours. Queuing of trucks on street and parking of trucks on public streets is prohibited.

13. BICYCLE RACK REQUIREMENTS

To encourage non-motorized transportation alternatives, each new business within in the development shall install a bicycle rack in a convenient and visible area as close as the closest non-accessible automobile parking and within one hundred (100) feet of the principal entrance. Bike racks shall be inverted U and/or post and ring type racks.

14. UTILITIES AND SITE LIGHTING

All utility lines within said property shall be installed underground in easements provided therefor. No overhead electric power, telephone or cable service will be permitted.

The campus permits exterior lighting that provides for basic safety and security needs. Pursuant to the provisions of this section, appropriate lighting may be provided in order to delineate roads, drives, parking areas, pedestrian ways, buildings, and other important organizational points. Because the campus attempts to achieve an architecturally consistent park-like setting, all lighting fixtures are required to be the same general type.

A. Primary parking lot illumination shall consist of cut-off LED luminaries as manufactured by Gardco or similar approved brand, in dark gray, bronze or black finish, and consistent with the city's zoning ordinance.

B. Walkway lighting should be from the same family of products as provided in subsection A, above. Bollard lighting may be used as low level walkway illumination on private property.

C. All building lighting shall be included as part of the overall design concept, and shall consist of recessed lighting in overhangs and at the entrance. Building lighting may not be mounted on the building except at a loading dock, in which case a hooded LED light fixture may be used to direct lighting downward rather than toward adjoining properties.

15. LANDSCAPING AND GREEN AREAS

All areas on any site not used for building, storage, parking, walks, access roads, and loading areas shall be suitably graded and drained, seeded, or sodded, and grass and landscaped areas shall be maintained with ground cover, flowers, trees, and shrubs. Landscape plans must be submitted for approval by the City Plan Commission prior to building construction. Natural or native planting including prairie and wetland plants will be permitted only upon specific approval of the City. Mulch shall be of natural materials only. Shade trees will have a minimum caliper of two (2) inches. Landscaping and planting shall be completed within one year of the time construction of the principal building has been completed.

Street Trees: It is the responsibility of the lot owner to care and prune street trees installed in easements adjacent to the street right-of-way and replace with the same type of tree when necessary.

The city will provide the enterprise campus entry features and multi-use recreational trail system in addition to the retention ponds.

The property owner is responsible for maintaining the ditches adjacent to their property.

16. RESUBDIVISION OF LOTS

Lots may be combined but subdivision of lots within the campus by any owner other than the City is not permitted. If an owner desires to sell an undeveloped portion of property, and if that undeveloped portion is at least two (2) acres in size and is large enough to support additional development under the minimum lot size requirements of the zoning for the site, the owner may only transfer said portion to the City, and shall do so for a sum equal to the purchase price per acre paid to the City by the owner.

17. UTILITY EASEMENTS

All owners and occupants of said lands shall cooperate with the City in the planning and granting, at no cost to the City, of all necessary and reasonable easements for gas, electric, telephone, fiber optics and other cables, sewer, water, and access roads, and shall grant such easements provided that such easements so not unduly restrict future development. No buildings may be constructed over a utility easement.

18. TOWERS AND ANTENNAS

Except as expressly provided in this section, all antennas shall be constructed on existing structures, including but not limited to, water towers, public buildings, existing utility towers, and other communication towers.

If the City determines that such antenna(s) cannot be co-located on existing structures, freestanding tower structures may be permitted, but such structures shall be designed to support the proposed antenna(s) and three (3) additional sets of communication antennas. The developer shall agree in writing to make the structure available for the co-location of communication equipment owned by other entities at a reasonable cost. No more than one (1) freestanding tower structure greater than thirty (30) feet shall be permitted on a property. Multiple freestanding tower structures may be permitted on a property if a tower structure is less than thirty (30) feet in total height and if the property owner obtains a conditional use permit. Any new tower shall be a monopole type.

The developer may be required to post a bond or cash deposit to assure maintenance of communication equipment and its supporting structures; and to assure that if such facilities are abandoned, sufficient resources are available to the city to remove such equipment and structures.

19. MAINTENANCE RESPONSIBILITIES

A. Each lot owner shall keep their property, all contiguous street right-of-way to edge of pavement, and all easement areas in a well maintained, safe, clean, and attractive condition at all times. Such maintenance includes, but is not limited to, the following :

1. Removal of all litter, trash, refuse, and waste.
2. Mowing all lawn areas to a height of less than five (5) inches unless otherwise approved in writing by the City Plan Commission. Designated and approved unused lot areas shall be cut a minimum of three (3) times per year or maintained as an agricultural crop.
3. Maintaining lawn and landscape areas in a weed-free, healthy and attractive condition.
4. Care and pruning of trees and shrubbery outside of easements.
5. Maintaining exterior lighting, signs, and mechanical facilities in working order.
6. Keeping all exterior building surfaces in a clean, well-maintained condition.
7. Striping and sealing of all parking and driveway areas.
8. Removal of unlicensed or inoperable vehicles.
9. Snow and ice removal and storage.
10. The property owner is responsible for maintaining the ditches adjacent to their property.

B. During construction, it shall be the responsibility of each owner to insure that construction sites are kept free of unsightly accumulations of rubbish and scrap materials; and that construction material, trailers, and the like are kept in a neat and orderly manner. Burning of excess or scrap construction material is prohibited. Construction site erosion control practices shall be implemented to prevent erosion, sedimentation and pollution of air or water during construction.

- C. All excavated or hauled-in materials spilled or tracked onto street rights-of-way shall be cleaned up by the owner or the owner's contractor.
- D. Any damage to street pavement or curbing shall be repaired by the owner or the owner's contractor.
- E. The owner of any undeveloped lands agrees to maintain said lands free of rubbish, noxious weeds, and mosquito breeding pond conditions.
- F. **Wastewater Sampling Manhole Requirement:**

Owners of properties upon which any construction, whether new or to existing buildings, is to be monitored by a pre-treatment program shall install a sampling port on the building's sewer line that measures and samples in a manner representative of total flow prior to discharge into the public sewer. The owner of the property is responsible for the installation, expense, liability, and maintenance of the sampling port to ensure it is safe and accessible at all times to the Department of Public Works personnel.

The sampling manhole shall meet the following requirements:

- Shall have a minimum dimension of 24 inches in diameter and 3 feet in depth.
- Shall utilize a standard manhole frame and cover.
- Building sewer line shall be of sufficient length as to allow for representative wastewater sampling to occur with the use of sampling manhole.
- May serve as "clean out."
- Shall be constructed of concrete. Other materials such as PVC may be considered if they meet all specifications and are pre-approved by the City Engineer.

20. COVENANT CONTINUITY

The property shall be conveyed subject to the restrictions, covenants and conditions contained herein, all of which are to run with the land and shall be binding on all parties and all persons claiming said property in perpetuity, unless a resolution adopted by the City and the property owners has been recorded agreeing to change, modify, or amend said covenants in whole or in part.

21. CONSTRUCTION START

If a buyer of any lot does not commence construction of a building or buildings thereon within twelve (12) months after the date of purchase and complete the construction of a building or buildings thereon within two (2) years after the date of purchase, the City shall have the option to repurchase the property. Exercise of the option shall be effected by resolution adopted by the City of Sheboygan Common Council. Such option shall be exercisable upon delivery in writing of a notice to the buyer within six (6) months after the expiration of such twelve (12) month or two (2) year period. Closing shall take place within sixty (60) days following the exercise of such option on such date as shall be designated by the City. The purchase price to be paid by the City upon the exercise of such option shall be the sum of the following:

- A. The purchase price paid for the land by the buyer.
- B. All special assessments, which may have been paid by the buyer, which were levied against the premises during the period of such buyer's ownership.

Less the sum of the following:

- 1. Unpaid real estate taxes.
- 2. Proration of current year's real estate taxes to date of closing.
- 3. Title insurance policy premium.
- 4. Liens and encumbrances on the property of a definite or ascertainable amount.

Conveyance shall be by warranty deed, free and clear of all liens and encumbrances except those in existence prior to the buyer's ownership of the property, and subject to all City regulations, recorded easements for public utilities, and recorded protective covenants and amendments thereto. Seller shall furnish title insurance policy at seller's expense for full amount of purchase.

22. ENFORCEMENT

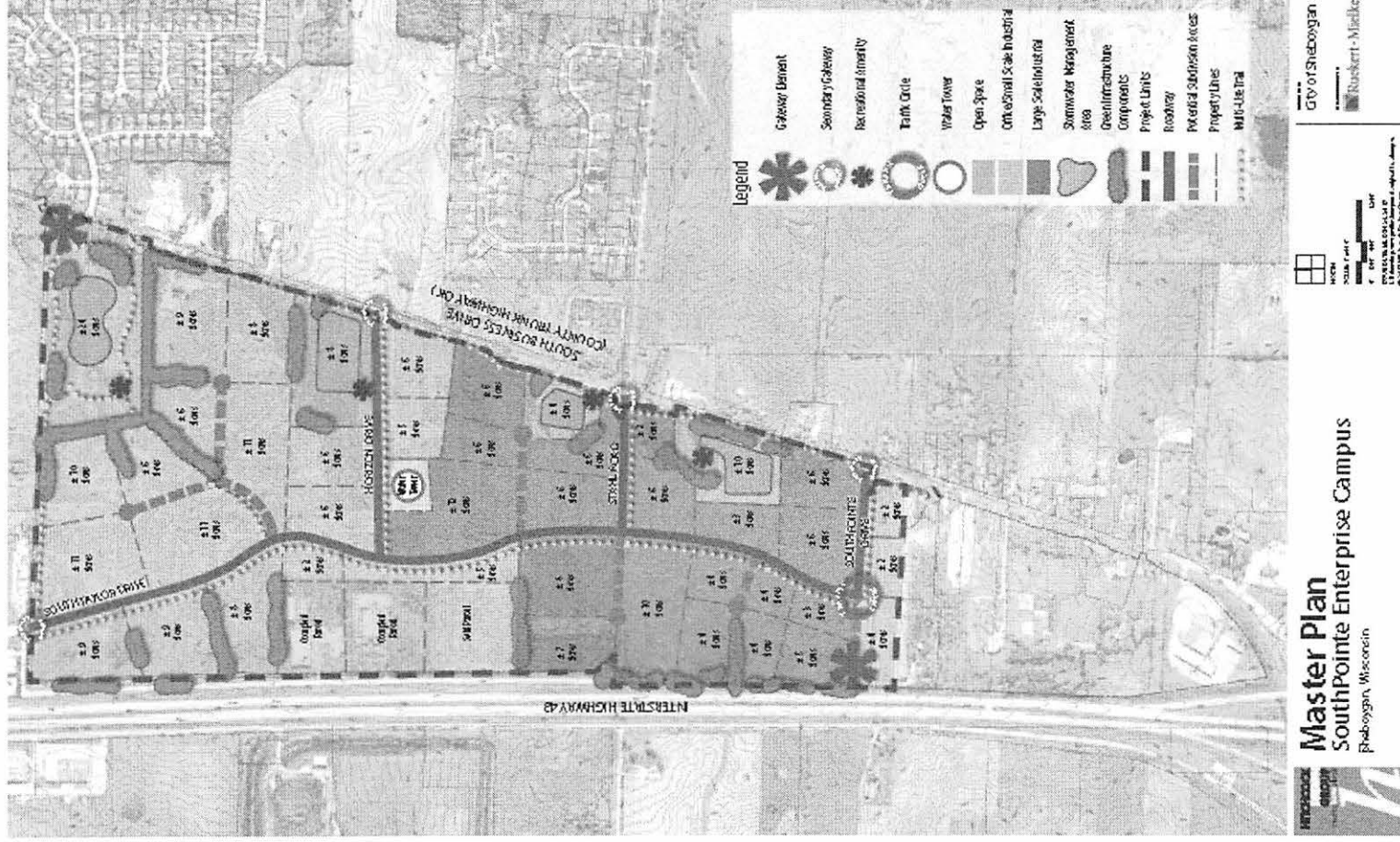
The enforcement of the restrictions and covenants contained herein shall be by proceeding at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or recover damages.

Invalidation of any one of the covenants or restrictions contained herein shall in no way affect any of the other provisions hereof which shall remain in full force and effect.

If any Owner or Occupant has failed in any of the foregoing duties or responsibilities, then the City may give such owner written notice of such failure and such person must within ten (10) days after receiving such notice, rectify the problem.

Should any such owner or occupant fail to fulfill this duty and responsibility within such period, then the City, through its authorized agents, shall have the right and power to enter onto the premises and perform such care and maintenance without any liability for damages for wrongful entry or trespass. The owners and occupants for whom such work is performed shall promptly reimburse the City for such cost. If such owner or occupant shall fail to reimburse the City within thirty (30) days after receipt of a statement for such work then said indebtedness shall be assessed against the lot owners annual real estate tax bill.

APPENDIX A



III

Res. No. - 18 - 19. By Alderpersons Wolf and Bohren. November 5, 2018.

A RESOLUTION terminating the current agreement with the Armory Community Project for redevelopment of the former Sheboygan Municipal Armory.

WHEREAS, the Common Council had entered into a contract with the Armory Community Project dated April 25, 2018 (authorized by Res. 327-17-18), and amended October 3, 2018 (authorized by Res. 96-18-19) for the redevelopment of the former Sheboygan Municipal Armory; and

WHEREAS, the Armory Community Project was unable to meet the established milestones in said agreement, as amended.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby terminates the contract with the Armory Community Project for redevelopment of the former Sheboygan Municipal Armory.

*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

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Bohren. November 5, 2018.

A RESOLUTION authorizing city staff to renegotiate the terms and conditions of a contract for the sale of land for private development with Scott Crawford, Inc. at the former Sheboygan Municipal Armory.

WHEREAS, the Common Council had considered a contract on April 4, 2018 to allow Scott Crawford, Inc. to redevelop the armory site in a mixed use building comprised of retail/commercial and market rate and affordable residential apartments; and

WHEREAS, the Common Council at the time did not proceed with approving the Contract for Sale of Land for Private Development with Scott Crawford, Inc., choosing to contract with the Armory Community Project; and

WHEREAS, the most recent attempt to repurpose/redevelop the armory failed because the Armory Community Project was unable to meet the established milestones in their development agreement with the City.

NOW, THEREFORE, BE IT RESOLVED: that the Common Council hereby authorizes city staff to resume negotiations with Scott Crawford, Inc. to enter into a contract for the sale of land for private development with Scott Crawford, Inc. at the former Sheboygan Municipal Armory.

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

III

Res. No. _____ - 18 - 19. By Alderpersons Wolf and Bohren. November 5, 2018.

A RESOLUTION authorizing the Purchasing Agent to prepare and issue a request for bids for the demolition of the Sheboygan Municipal Armory.

WHEREAS, the current state of the armory is extremely poor due to the lack of heat over the past three years; and

WHEREAS, prior attempts to repurpose/redevelop the armory were unsuccessful; and

WHEREAS, the most recent attempt to repurpose/redevelop the armory failed because the Armory Community Project was unable to meet the established milestones in their development agreement with the City; and

WHEREAS, funds to cover the remediation and demolition would come from the unassigned fund balance in the Capital Projects fund.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Purchasing Agent to prepare and issue a request for proposals for demolition of the Sheboygan Municipal Armory.

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.
November 5, 2018.

A RESOLUTION to authorize a transfer of appropriations in the 2018 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2018 Budget for the purpose of:

Establish appropriation for City Hall renovations utilizing General Fund unreserved fund balance.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Fund Balance 101-253000	Capital Projects Fund City Hall Renovations 400112100-621200	\$2,500,000

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

III

Res. No. - 18 - 19. By Alderperson Wolf. November 5, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the design, provision and complete installation of technology improvements and enhancements for the newly renovated City Hall.

WHEREAS, the City of Sheboygan is in the process of a complete renovation of the City Hall Building including new council chambers as well as several conference spaces all of which require technology enhancements to enhance productivity and foster transparency in government; and

WHEREAS, the City desires to equip the new council chambers with equipment which will greatly improve the quality of the proceedings broadcasted live through the city's cable access channel, WSCS-TV; and

WHEREAS, to that end, the City has worked closely with Camera Corner Connecting Point, Inc. of Green Bay WI in the design and specification of the new systems and has obtained a quotation of costs associated with the improvements; and

WHEREAS, Camera Corner Connecting Point, Inc. is a trusted technology vendor to the City of Sheboygan and is also a listed vendor on the State of WI Contract for technology, which allows the City to procure the goods and services at the lowest possible cost without the need for competitive bidding.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Camera Corner Connecting Point of Green Bay, WI for the design, provision and complete installation of Audio Visual Technology Systems and Equipment for the newly renovated City Hall in the amount of \$385,534.67.

Public works

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted purchase and installation of the Technology Equipment authorized by this Resolution:

27058110-642400 2019 Cable TV Fund Audio-Visual Equipment \$170,696.32
47722100-621200 2019 Capital Improvements-Buildings \$ 214,838.35

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 Alderperson Wolf. November 5, 2018.

A RESOLUTION authorizing the appropriate City officials to enter into a revised State/Municipal Agreement (revised date October 23, 2018), I.D. 4996-25-00/71 for the construction of the Pennsylvania Avenue bridge scheduled for 2019 construction.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to enter into the State/Municipal Agreement with the Wisconsin Department of Transportation, a copy of which is attached hereto and incorporated herein, for the construction of the Pennsylvania Avenue bridge for the proposed sum of \$3,703,363.00 of which the Federal/State share is \$2,962,213.00 and of which the City of Sheboygan's share is \$741,150.00.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the future capital improvements program for streets improvements.

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



**1st REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET LOCAL BRIDGE
PROJECT**

This agreement supersedes the agreement signed by the Municipality on April 25, 2016 and signed by DOT on May 16, 2016.

Program Name: Local Bridge

Sub-program #: 205

Revised Date: October 23, 2018

Date: MARCH 16, 2016

I.D.: 4996-25-00/71

Road Name: PENNSYLVANIA AVENUE

Bridge ID: B-59-0064

Location: SHEBOYGAN RIVER

Limits: S. COMMERCE STREET – N. WATER STREET

County: SHEBOYGAN

Project Length: 480 FEET

Facility Owner: CITY OF SHEBOYGAN

Project Sponsor: CITY OF SHEBOYGAN

The signatory, City of Sheboygan, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: Structure B-59-0064 is a 4 span structure over Sheboygan River. The structure was constructed in 1973 and is 400 feet in length and has a clear roadway width of 52 feet. The sufficiency rating is 50.9 and the structure is structurally deficient. The girders and superstructure are spalled and are patched annually. The existing guardrail is substandard. The existing sidewalk and median has spalling and cracking.

Proposed Improvement - Nature of work: The proposed improvement is a rehabilitation and will consist of a low slump concrete overlay. The concrete girder ends at the abutments will be repaired as well as the joints. Additional slope protection will be added at abutments for scour and erosion control. There will be some approach work which will extend approximately 40 feet to the west and 40 feet to the east of the existing structure. Bridge railing updates will be addressed. There will be no right of way acquisition needed. The roadway will be open with staged construction.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: Adjusting sanitary sewer manhole covers.

The Municipality agrees to the following 2015-2020 Local Bridge program project funding conditions:

Project design costs are funded with up to 80% federal/state funding up to a funding limit of \$223,520. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$223,520 federal/state funding limit. Any real estate, railroad, or utility costs are 100% locally funded.

Project construction costs are funded with up to 80% federal/state funding up to a funding limit of \$2,738,693. The Municipality agrees to provide the remaining 20% and any funds in excess of the \$2,738,693 federal/state funding limit. Any real estate, railroad, or utility costs are 100% locally funded.

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge Program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are estimates unless explicitly identified as maximum amounts. The final Municipal share is dependent on the final Federal and State participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 4996-25-00					
Design	\$240,350	\$192,280	80%*	\$48,070	20%+BAL
State Review	\$39,050	\$31,240	80%*	\$7,810	20%+BAL
ID 4996-25-71					
Category 010 - Approaches					
Participating Construction	\$715,350	\$572,283	80%*	\$143,067	20%+BAL
State Review	\$45,750	\$36,600	80%*	\$9,150	20%+BAL
Category 020 - Structures					
Participating Construction	\$2,555,513	\$2,044,410	80%*	\$511,103	20%+BAL
State Review	\$106,750	\$85,400	80%*	\$21,350	20%+BAL
Non-Participating Construction	\$600	\$0	0%	\$600	100%
Total Est. Cost Distribution	\$3,703,363	\$2,962,213	N/A	\$741,150	N/A

*Design ID 4996-25-00 federal/state funding is limited to \$223,520.

*Construction ID 4996-25-71 federal/state funding is limited to \$2,738,693

This request is subject to the terms and conditions that follow (pages 3 – 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: City of Sheboygan (please sign in blue ink.)		
Name	Title	Date
Signed for and in behalf of the State:		
Name	Title	Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All applicable DBE requirements that the State specifies.
 - g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
 - h. State Statutes that govern the Local Bridge Program, including but not limited to Wis. Stat 84.18.
 - i. Bridge Approaches Funding Policy. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
 - j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2015-2020 Local Bridge program. Federal /State financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
 - k. Other eligible bridge items: Staining and formliners
5. WisDOT is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the Project. The work will be administered by the State and may include items not eligible for Federal/State participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal/State funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2015-2020 Local Bridge program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.

f. All work related to underground storage tanks and contaminated soils.

g. Street and bridge width in excess of standards.

h. Real estate for the improvement.

8. For bridge rehabilitation projects, TRANS 213.03(2)(b) calls for an independent engineering study at the Municipality's expense, which demonstrates the following conditions would be met:
- The rehabilitation would be cost effective,
 - It would extend the life of the bridge by at least ten years, and
 - It would correct all deficiencies.

Per Department policy, the independent engineering study must also demonstrate that alternatives have been developed and reviewed to determine the appropriate scope of the proposed improvement.

9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards). On a program level, FHWA has determined that, on average, bridge approach costs should amount to no more than 10% of the cost for constructing the bridge, and the Municipality should be prepared to offer a justification of costs for any bridge project where the approach costs exceed that percentage.
10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the project sponsor unless such exception is granted.
11. Work to be performed by the Municipality without Federal/State funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal/State financing commitments or are ineligible for Federal/State financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2015-2020 Local Bridge program improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2017, or by June 30, 2022. Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
17. The Municipality will at its own cost and expense:
- Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the

catch basins, curb and gutter, sidewalks and parking lanes (including snow and ice removal) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under General Highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that now such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. **Contract Modification:** This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
22. **Binding Effects:** All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
23. **Choice of Law and Forum:** This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. **Non-Appropriation of Funds:** With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. **Maintenance of Records:** During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2015-2020 Local Bridge Program project funding conditions:
 - a. **ID 4996-25-00:** Design is funded with 80% federal/state funding up to a funding limit of \$223,520, when the Municipality agrees to provide the remaining 20% and any funds in excess of the \$223,520 federal/state funding limit. This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.

b. ID 4996-25-71: Construction:

i. Costs for construction, engineering, and state review are funded with 80% federal/state funding up to a funding limit of \$2,738,693, when the Municipality agrees to provide the remaining 20%, and any funds in excess of the \$2,738,693 federal/state funding limit.

ii. Non-participating costs are funded 100% by the Municipality. Costs include construction delivery.

[End of Document]

III

Res. No. - 18 - 19 . By Alderpersons Wolf and Sorenson. November 5, 2018.

A RESOLUTION supporting the Rotary Club of Sheboygan and the Lakeshore Natural Resource Partnership, Inc. Restoration of our Trees Sheboygan (ROOTS) Program to mitigate the effects of the emerald ash borer in Sheboygan County, Wisconsin.

WHEREAS, the City of Sheboygan is a Tree City USA community for over 40 years; and

WHEREAS, the Emerald Ash Borer (EAB) is a non-native, invasive insect that is infesting and killing ash trees all over the Midwest including Sheboygan and Sheboygan County, Wisconsin; and

WHEREAS, municipal governments like the City of Sheboygan have limited resources to mitigate the devastating effects from EAB; and

WHEREAS, the Rotary Club of Sheboygan and the Lakeshore Natural Resource Partnership, Inc. have established the Restoration of our Trees Sheboygan (ROOTS) partnership; and

WHEREAS, the ROOTS partnership is developing a broad county-wide collaboration to address EAB throughout Sheboygan County; and

WHEREAS, it is the desire of the partnership to partner with all sectors including the private, public, and non-profit sectors to mitigate the effects of EAB; and

WHEREAS, the partnership intends to seek grant resources and fundraise for EAB initiatives that will support EAB mitigation throughout Sheboygan County.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin, supports the efforts of the Rotary Club of Sheboygan and Lakeshore Natural Resource Partnership, Inc. to take collaborative efforts under the ROOTS initiative to spearhead EAB programs.

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 Alderperson Wolf. November 5, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract for the provision and complete installation of furnishings for the newly renovated City Hall.

WHEREAS, the City of Sheboygan is in the process of a complete renovation of the City Hall Building including a totally new floor plan and furnishings design; and

WHEREAS, the City desires to equip the newly renovated space with modern, well-designed furnishings so as to create a pleasant and professional environment for both members of the public as well as City Officials and Staff; and

WHEREAS, to that end, the City has worked closely with Emmons Business Interiors of Sheboygan in the design of the new space and is confident that the City will receive the very best products available, including a strong warranty for its investment; and

WHEREAS, working with Emmons Business Interiors, the City included an allowance of \$ 500,000.00 in the overall estimated project cost for the City Hall renovation project, taking into account the re-use of certain newer furnishings from the old City Hall; and

WHEREAS, Emmons Business Interiors represents several manufacturers; and two in particular, Hon and Allsteel, have both State of Wisconsin and national contracts that include significant discounts; the City is able to leverage these discounts without the need for competitive bidding; and

WHEREAS, following an exhaustive effort by both city staff and representatives of Emmons Business Interiors to finalize designs and select appropriate colors and finishes and assure the utilization of as much of the current furnishings as possible, Emmons Business Interiors has arrived at a final cost for the project; and

WHEREAS, the manufacturers have agreed to protect the costs from inflationary increases typically imposed at the beginning of the calendar year as a further show of good faith to the City of Sheboygan.

Public Works

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into contract with Emmons Business Interiors for the provision and complete installation of all furnishings for the newly renovated City Hall in the amount of \$434,555.45.

BE IT FURTHER RESOLVED: That the following funding source shall be used in payment for the contracted purchase and installation of the furnishings authorized by this Resolution:

40011210-621200 Capital Improvements Fund-City Hall Remodeling

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 5, 2018.

Your Committee to whom was referred Res. No. 108-18-19 by Alderpersons Bohren and Rindfleisch authorizing the Contract Extension by and between Grota Appraisals, LLC (Assessor) and the City of Sheboygan, Sheboygan County, Wisconsin (City); recommends approving the Resolution.

veg

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.5

Res. No. 108 - 18 - 19. By Alderpersons Bohren and Rindfleisch.
October 15, 2018.

A RESOLUTION authorizing the Contract Extension by and between Grota Appraisals, LLC (Assessor) and the City of Sheboygan, Sheboygan County, Wisconsin (City).

RESOLVED: That the City of Sheboygan hereby agrees to extend the same terms and conditions of the 2016 - 2018 assessment contract for the calendar year 2019. The annual fee for service for 2019 due to Grota Appraisals, LLC is \$276,210.

WHEREAS: As a result of this Contract Extension, Grota Appraisals, LLC agrees to continue use of the professional version of Market Drive PC assessment software to continue performance of annual assessment functions and assign uniform and equitable assessments for all properties in the City.

WHEREAS: The City incurs no additional fees or expenses to use or maintain this version of the software and derives all benefits provided by the program and Grota Appraisals, LLC provides property information for display to the general public using AssessorData.Org website.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to validate this Contract Extension.

*Finances
Personnel
approve*

James A. Bohren

James A. Bohren

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

CITY OF SHEBOYGAN

REQUEST FOR FINANCE AND PERSONNEL COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Res. No. XX-18-19 by Alderpersons Rindfleisch and Bohren authorizing the contract extension between Grota Appraisals, LLC and the City of Sheboygan.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: October 2, 2018

MEETING DATE: October 15, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

Since 2016, Grota Appraisals, LLC has provided appraisal services to the City of Sheboygan on a contract basis. The original contract was from 2016 – 2018. Per the contract, Grota Appraisals, LLC utilizes a professional version of Market Drive PC assessment software to perform annual assessment functions and assign uniform and equitable assessments for all properties in the city. The city incurs no additional fees or expenses to use or maintain this version of the software and derives all benefits provided by the program. Per the contract, Grota Appraisals, LLC provides property information for display to the general public using the AssessorData.Org website.

STAFF COMMENTS:

City staff met with Grota Appraisals, LLC during the summer months to review and discuss the terms of a one year contract extension for the 2019 calendar year. The annual fee for service for 2019 due to Grota Appraisals, LLC is \$276,210. Coordination of the Assessor's Office, managed by Grota Appraisals, LLC staff is facilitated by the Finance Department.

ACTION REQUESTED:

Motion to recommend the Common Council approve Res. No. XX-18-19 authorizing the Contract Extension between Grota Appraisals, LLC and the City of Sheboygan for 2019 assessment services.

ATTACHMENTS:

- I. Res. No. XX-18-19

Contract Extension for
2019 Contract for
Annual Assessment Services
City of Sheboygan

This Contract Extension by and between Grota Appraisals, LLC (Assessor) and the City of Sheboygan, Sheboygan County, Wisconsin (City) shall extend the same terms and conditions of the 2016-2018 assessment contract.

\$276,210 annually

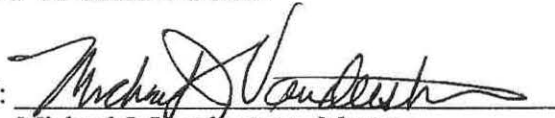
Submitted this 27th day of September, 2018



Michael L. Grota, Member Grota Appraisals, LLC

Accepted this 15th of November, 2018

CITY OF SHEBOYGAN

BY: 
Michael J. Vandersteen, Mayor

ATTEST: 
Meredith DeBruin, City Clerk

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 5, 2018.

Your Committee to whom was referred Res. No. 109-18-19 by Alderperson Rindfleisch awarding the sale of \$3,800,000 Taxable General Obligation Refunding Bonds; recommends approving the Resolution.

ms

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.3

Res. No. 109 - 18 - 19. By Alderperson Rindfleisch. October 15, 2018.

RESOLUTION AWARDING THE SALE OF \$3,800,000* TAXABLE GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, on October 1, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of taxable general obligation refunding bonds for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of the Taxable Note Anticipation Notes, dated July 2, 2018 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their maturity date for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell general obligation refunding bonds designated "Taxable General Obligation Refunding Bonds" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 5, 2018;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 5, 2018;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

*Preliminary, subject to change.

Finance + Personnel approve

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$3,800,000*; shall be dated December 5, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per

*Preliminary, subject to change.

*Preliminary, subject to change.

annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2019 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be

paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, dated December 5, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 10. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 13. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 14. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 15. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 16. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the

event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

DRAFT

Section 17. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Renard Ruedrich

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2018.

Dated _____, 20____, _____, City Clerk

Approved _____, 20____, _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC
and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
	STATE OF WISCONSIN	
	SHEBOYGAN COUNTY	
NO. R- _____	CITY OF SHEBOYGAN	\$ _____
	TAXABLE GENERAL OBLIGATION REFUNDING BOND	

MATURITY DATE:	ORIGINAL DATE OF	INTEREST RATE:	CUSIP:
	ISSUE:		

December 1, _____	December 5, 2018	_____ %	_____
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DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$3,800,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City, as authorized by a resolution adopted on November 5, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of

Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 5, 2018.

Your Committee to whom was referred Res. No. 110-18-19 by Alderperson Rindfleisch awarding the sale of \$5,100,000 General Obligation Refunding Bonds; 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

5.4

Res. No. 110 - 18 - 19. By Alderperson Rindfleisch. October 15, 2018.

RESOLUTION AWARDING THE SALE OF \$5,100,000* GENERAL OBLIGATION REFUNDING BONDS.

WHEREAS, on October 1, 2018, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of general obligation refunding bonds for the public purpose of refunding certain outstanding obligations of the City, to wit: a portion of the Taxable Note Anticipation Notes, dated July 2, 2018 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations on their maturity date for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPPF") to take the steps necessary to sell general obligation refunding bonds designated "General Obligation Refunding Bonds" (the "Bonds") to pay the cost of the Refunding;

WHEREAS, WPPF, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on November 5, 2018;

WHEREAS, the City Clerk (in consultation with WPPF) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on November 5, 2018;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the

* Preliminary, subject to change.

Finance
+ Personnel
approve

City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FIVE MILLION ONE HUNDRED THOUSAND DOLLARS (\$5,100,000)* from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be retained by the City Treasurer and applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds"; shall be issued in the aggregate principal amount of \$5,100,000*; shall be dated December 5, 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on December 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest

*Preliminary, subject to change.

payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2018 through 2037 for payments due in the years 2019 through 2038 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Refunding Bonds, dated December 5, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the City and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Bonds. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross

income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services.

The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall

be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 15. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City

Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

DRAFT

Section 16. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 17. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

 Ronald Ruffalo

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2018.

Dated _____, 20____, _____, City Clerk

Approved _____, 20____, _____, Mayor

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION REFUNDING BOND

MATURITY DATE: ORIGINAL DATE OF INTEREST RATE: CUSIP:
ISSUE:
December 1, _____ December 5, 2018 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on June 1 and December 1 of each year commencing on June 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$5,100,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the City pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the City, as authorized by a resolution adopted on November 5, 2018. Said resolution is recorded in the official minutes of the Common Council for said date.

The Bonds maturing on December 1, 2029 and thereafter are subject to redemption prior to maturity, at the option of the City, on December 1, 2028 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the City, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
November 5, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 112-18-19
by Alderpersons Rindfleisch and Bohren authorizing entering into a
Development Agreement with Badger State Lofts, Limited Partnership;



_____ 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 112 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
November 5, 2018.

A RESOLUTION authorizing entering into a Development Agreement with Badger State Lofts, Limited Partnership.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement with Badger State Lofts, Limited Partnership regarding a proposed mixed use building comprised of commercial space and residential apartments in Sheboygan, in form substantially similar to the attached agreement.

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

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**BADGER STATE LOFTS, LIMITED PARTNERSHIP
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this ____ day of _____, 2018, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Badger State Lofts, LP., a Wisconsin limited partnership (hereinafter called "Developer"), having an office for the transaction of business at 9333 N. Meridan Street, Suite 230, Indianapolis, IN 46260.

RECITALS

The City is in the process of establishing a Tax Incremental District ("TID #17"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #17 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #17 includes development incentive payments as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #17 and to facilitate the implementation of TID #17's Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

The Project Plan to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location within the Indiana Avenue corridor in the City.

The City believes that the development of the Property through construction of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and of the health, safety and welfare of its residents.

AGREEMENT

NOW, THEREFORE, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is

prepared to provide financial assistance to the Developer through development incentives in order to bring about the development and thereby promote the sound redevelopment of the City's Indiana Avenue corridor.

**ARTICLE I.
OVERVIEW OF THE PROJECT**

Section 101. The project consists of a mixed use building comprised of commercial space and affordable residential apartments including one, two and three bedroom units, internal parking and commercial space with a ground floor footprint of up to 8,800 square feet.

**ARTICLE II.
DEFINITIONS**

Section 201. All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

“Developer” means Badger State Lofts, LP. and its permitted successors and assigns.

“Plans and Specifications” means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

“Project” means the development proposed by Developer, which is anticipated to include approximately 118 units of workforce housing and 8,700 square feet of commercial space.

“Tax Increment Revenue” means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated by the property upon which the Project is situated.

“TID Project Plan” means the Project Plan for the TID #17 of the City of Sheboygan, Wisconsin.

**ARTICLE III.
CONSTRUCTION SCHEDULE**

Section 301. It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	November 30, 2018
Creation of TID	October 15, 2018
Issuance of Building Permits	February 1, 2019
Start Construction	February 28, 2019
Substantial Completion	August 1, 2020

**ARTICLE IV.
SPECIAL PROVISIONS**

Section 401. Minimum Investment. Developer shall utilize the Property by constructing the Project and all related improvements, at a minimum investment of Twenty-One Million, One Hundred Thousand and 00/100 Dollars (\$21,100,000.00), and a scope as described in Section 201. ("Minimum Investment"). Minimum Investment includes all hard costs for construction of all buildings and other improvements on the Property and leasehold improvements, excluding all soft costs, made or incurred by Developer, its successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree. Hard costs includes costs incurred for the following: demolition; site work; remediation; utilities serving the new project (including relocation of existing utilities); all labor and materials required for new construction including contractor general conditions and customary allowance for contingency; offsite improvements required to service the new project; storm water facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds. Such costs include any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than \$21,100,000 in hard costs. To the extent the anticipated costs of construction change from what was otherwise projected as of the date of this Agreement, and should be less than \$21,100,000, the City agrees to work cooperatively with the Developer to provide the Development Incentives, as noted in Section 402.

Section 402. Development Incentives. After satisfaction of Section 401 of this Agreement, the City agrees to provide to the Developer each year for a maximum period of twelve (12) years, an annual incentive payment based on financial performance of the Development Project, in a total principal sum over the twelve years not to exceed \$750,000 (the "Incentive Principal Amount") as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows: Each year for a maximum period of twelve (12) years, commencing in 2022 and ending in 2033, the City will pay the Developer a development performance incentive payment in an amount equal to one half of the Tax Increment Revenue received by the City with respect to the real property upon which the Project is situated in that year, but in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed \$750,000. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear that personal property shall not be included in determining Tax Increment Revenue. The City shall make the payment due to the developer, if any, under this Section no later than September 30 of each year, commencing in 2022. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. The incentive payments made under this Agreement are provided to the Developer by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop property within the TID in a manner that inures to the benefit of the general public, including those residing, owning property, or engaged in employment within the City. Said payments are in no way tied to future

property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

ARTICLE V. TID CONTINGENCY

Section 501. Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District encompassing, at a minimum, the Property, as contemplated herein, on or before September 30, 2018, and having the base year certified by the Wisconsin Department of Revenue as 2018.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

ARTICLE VI. CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS; CERTIFICATE OF COMPLETION

Section 601. *Plans for Construction of Improvements.* Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

Notwithstanding the forgoing, the Developer agrees that it will not challenge any property tax assessment for the Property that is less than \$5,290,000 for the twelve (12) year term that the Property generates Tax Increment Revenue. The twelve year term shall be extended for as long as any debt remains outstanding for the costs of public infrastructure constructed or upgraded related to the Project. Following such twelve (12) year period, or such period as it may be extended pursuant to this paragraph, the Developer may challenge any property tax assessments on the Property.

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

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or

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

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

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

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

Section 602. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

ARTICLE VII. RESTRICTIONS UPON USE OF PROPERTY

Section 701. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof,

and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project;
- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and
- (c) agree not to take any action that will change the taxability of the property, except as provided in Section 601 above.

ARTICLE VIII. REMEDIES

Section 801. *In General.* Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default, and the City agrees to accept such cure as if made by the Developer.

Section 802. *Termination by Developer.* In the event that:

- (a) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of one hundred twenty (120) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or,
- (b) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

Section 803. *Termination by City.* In the event that the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement or evidence that it has the necessary equity capital and mortgage financing in reasonably satisfactory forms

and in the manner and by the dates respectively provided in this Agreement therefor; then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City seventy-five (75) days after written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

Section 804. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the reversioning of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

Section 805. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 806. Indemnification.

- (a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.
- (b) Except for any negligent acts or any willful misrepresentation of the City

Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

- (c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE IX. MISCELLANEOUS

Section 901. *Conflict of Interests; City Representatives Not Individually Liable.* No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 902. *Equal Employment Opportunity.* The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment,

notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.
- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

Section 903. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 904. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

Section 905. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is

dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 9333 N. Meridan Street, Suite 230, Indianapolis, IN 46260, Attention: Matt Gilhooly;

with a copy to: Winthrop & Weinstine, P.A. at 225 South Sixth Street, Suite 3500, Minneapolis, MN 55402, Attention: John D. Nolde

with a copy to: Alliant Asset Management Company LLC at 21600 Oxnard Street, Suite 1200, Woodland Hills, California 91367, Attention: General Counsel

- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 906. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 907. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 908. Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN, WISCONSIN

BADGER STATE LOFTS, LP,
a Wisconsin limited partnership

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
KCG Badger State Lofts GP, LLC
Its: General Partner

ATTEST: _____
Meredith DeBruin, City Clerk

BY: _____
KCG Holdings, LLC
Its: Manager

BY: _____
R.J. Pasquesi, President

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

STATE OF _____)
) ss
_____ COUNTY)

Personally came before me this ____ day of _____, 2018, the above-named R.J. Pasquesi, as President of KCG Holdings, LLC, a Florida limited liability company, the manager of KCG Badger State Lofts GP, LLC, a Wisconsin limited liability company, as the general partner of Badger State Lofts, LP, a Wisconsin limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission _____

EXHIBIT "A"
Description of Property

City Proposed Changes 10.24.2018

16040619v3

COPY

DEVELOPMENT AGREEMENT
BY AND BETWEEN

BADGER STATE LOFTS, LIMITED PARTNERSHIP
AND THE CITY OF SHEBOYGAN

November THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this 27th day of November, 2018, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Badger State Lofts, LP., a Wisconsin limited partnership (hereinafter called "Developer"), having an office for the transaction of business at 9333 N. Meridan Street, Suite 230, Indianapolis, IN 46260.

RECITALS

The City is in the process of establishing a Tax Incremental District ("TID #17"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #17 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #17 includes development incentive payments as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #17 and to facilitate the implementation of TID #17's Project Plan. The City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the continued development in accordance with this Agreement.

The Project Plan to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location within the Indiana Avenue corridor in the City.

The City believes that the development of the Property through construction of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and of the health, safety and welfare of its residents.

AGREEMENT

NOW, THEREFORE, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through development incentives in order to bring about the

development and thereby promote the sound redevelopment of the City's Indiana Avenue corridor.

**ARTICLE I.
OVERVIEW OF THE PROJECT**

Section 101. The project consists of a mixed use building comprised of commercial space and affordable residential apartments including one, two and three bedroom units, internal parking and commercial space with a ground floor footprint of up to 8,800 square feet.

**ARTICLE II.
DEFINITIONS**

Section 201. All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

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

“Developer” means Badger State Lofts, LP. and its permitted successors and assigns.

“Plans and Specifications” means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

“Project” means the development proposed by Developer, which is anticipated to include approximately 118 units of workforce housing and 8,700 square feet of commercial space.

“Tax Increment Revenue” means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated by the property upon which the Project is situated.

“TID Project Plan” means the Project Plan for the TID #17 of the City of Sheboygan, Wisconsin.

**ARTICLE III.
CONSTRUCTION SCHEDULE**

Section 301. It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	November 30, 2018
Creation of TID	October 15, 2018
Issuance of Building Permits	February 1, 2019
Start Construction	February 28, 2019
Substantial Completion	August 1, 2020

**ARTICLE IV.
SPECIAL PROVISIONS**

Section 401. *Minimum Investment.* Developer shall utilize the Property by constructing the Project and all related improvements, at a minimum investment of Twenty-One Million, One Hundred Thousand and 00/100 Dollars (\$21,100,000.00), and a scope as described in Section 201. ("Minimum Investment"). Minimum Investment includes all hard costs for construction of all buildings and other improvements on the Property and leasehold improvements, excluding all soft costs, made or incurred by Developer, its successors or assigns, in connection with the Project, on or before the completion date of construction of the Project on the Property as required by this Agreement, or such later date as the parties may hereafter agree. Hard costs includes costs incurred for the following: demolition; site work; remediation; utilities serving the new project (including relocation of existing utilities); all labor and materials required for new construction including contractor general conditions and customary allowance for contingency; offsite improvements required to service the new project; storm water facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds. Such costs include any and all costs (remediation costs or otherwise) Developer may incur with respect to any environmental contamination, hazardous materials, conditions or substances, recognized environmental conditions or any other environmental condition, which may exist on, in or with respect to the Property. Developer shall provide evidence reasonably satisfactory to the City at least 90 days prior to the date of the first incentive payment in 2021 that Developer has expended not less than \$21,100,000 in hard costs. To the extent the anticipated costs of construction change from what was otherwise projected as of the date of this Agreement, and should be less than \$21,100,000, the City agrees to work cooperatively with the Developer to provide the Development Incentives, as noted in Section 402.

Section 402. *Development Incentives.* After satisfaction of Section 401 of this Agreement, the City agrees to provide to the Developer each year for a maximum period of twelve (12) years, an annual incentive payment based on financial performance of the Development Project, in a total principal sum over the twelve years not to exceed \$750,000 (the "Incentive Principal Amount") as an inducement to Developer for the development of the Project. The annual incentive payments shall be calculated and provided to the Developer as follows: Each year for a maximum period of twelve (12) years, commencing in 2022 and ending in 2033, the City will pay the Developer a development performance incentive payment in an amount equal to one half of the Tax Increment Revenue received by the City with respect to the real property upon which the Project is situated in that year, but in no event shall the total aggregate sum of the annual development performance incentive payments to the Developer exceed \$750,000. The terminology "real Property upon which the Project is situated" is used in this Section to make it clear that personal property shall not be included in determining Tax Increment Revenue. The City shall make the payment due to the developer, if any, under this Section no later than September 30 of each year, commencing in 2022. Payment by the City of the annual incentive will only be made if the Developer has paid current year property taxes (real and personal) to the City in full. The incentive payments made under this Agreement are provided to the Developer by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop property within the TID in a manner that inures to the benefit of the general public, including those residing, owning property, or engaged in employment within the City. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

**ARTICLE V.
TID CONTINGENCY**

Section 501. Developer's and the City's obligations hereunder are contingent upon the City creating and obtaining Joint Review Board approval of a Tax Incremental District encompassing, at a minimum, the Property, as contemplated herein, on or before September 30, 2018, and having the base year certified by the Wisconsin Department of Revenue as 2018.

If the contingency set forth in this Article is not timely satisfied, amended or waived, then this Agreement shall terminate and the parties shall be relieved of all liability to one another under this Agreement.

**ARTICLE VI.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;
CERTIFICATE OF COMPLETION**

Section 601. *Plans for Construction of Improvements.* Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

Notwithstanding the forgoing, the Developer agrees that it will not challenge any property tax assessment for the Property that is less than \$5,290,000 for the twelve (12) year term that the Property generates Tax Increment Revenue. The twelve year term shall be extended for as long as any debt remains outstanding for the costs of public infrastructure constructed or upgraded related to the Project. Following such twelve (12) year period, or such period as it may be extended pursuant to this paragraph, the Developer may challenge any property tax assessments on the Property.

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

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the

Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

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

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide development incentive payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project.

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

Section 602. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 701 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

**ARTICLE VII.
RESTRICTIONS UPON USE OF PROPERTY**

Section 701. Restrictions on Use. The Developer agrees for itself, and its successors and assigns, and every successor in interest to the Property, or any part thereof, and the Deed shall contain covenants on the part of the Developer for itself, and such successors and assigns, that the Developer, and such successors and assigns, shall:

- (a) devote the Property to, and only to and in accordance with, the uses specified in this Agreement for a period of not less than twenty-seven (27) years from date of completion of the Project;

- (b) not discriminate upon the basis of race, color, creed, sex, religion, ancestry, disability, sexual orientation, marital status, family status, lawful source of income, age or national origin in the sale, lease or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof; and
- (c) agree not to take any action that will change the taxability of the property, except as provided in Section 601 above.

ARTICLE VIII. REMEDIES

Section 801. *In General.* Except as otherwise provided in this Agreement, in the event of any default in or breach of this Agreement, or any of its terms or conditions, by either party hereto, or any successor to such party, such party (or successor) shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach and, in any event, within seventy-five (75) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time after the initial seventy-five (75) days, the aggrieved party may take such action as set forth under this Agreement or allowed by law as may be necessary or desirable in its opinion to cure and remedy such default or breach including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations. Each such investor, lender, or holder shall have the right, at its option, to cure or remedy such breach or default, and the City agrees to accept such cure as if made by the Developer.

Section 802. *Termination by Developer.* In the event that:

- (a) the Developer shall, after preparation of Construction Plans satisfactory to the City, furnish evidence reasonably satisfactory to the City that Developer has been unable, after and despite diligent effort for a period of one hundred twenty (120) days after approval by the City of the Construction Plans, to obtain mortgage financing for the construction of the Project on a basis and on terms that are satisfactory to Developer; or,
- (b) the Developer is unable to satisfy (and otherwise has not waived), any of the conditions precedent contained in this Agreement;

then this Agreement shall, at the option of the Developer, be terminated by written notice thereof to the City and neither the City nor the Developer shall have any further rights against or liability to the other under this Agreement.

Section 803. *Termination by City.* In the event that the Developer does not submit Construction Plans within the permitted time period, as required by this Agreement or evidence that it has the necessary equity capital and mortgage financing in reasonably satisfactory forms and in the manner and by the dates respectively provided in this Agreement therefor; then this Agreement, and any rights of the Developer, or any assignee or transferee, in this Agreement, or arising therefrom with respect to the City or the Property shall, at the option of the City, be terminated by the City seventy-five (75) days after written notice thereof to the Developer, in which event, neither the Developer (or assignee or transferee) nor the City shall have any further rights against or liability to the other under this Agreement.

Section 804. Other Rights and Remedies of City; No Waiver by Delay. The City shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article, including also the right to execute and record or file among the public land records in the office in which the Deed is recorded a written declaration of the termination of all the right, title and interest of the Developer and its successors in interest and assigns in the Property, and the reversioning of title thereto in the City. Provided, that any delay by the City in instituting or prosecuting any such actions or proceedings or otherwise asserting its rights under this shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the City should not be constrained (so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the City with respect to any specific default by the Developer under this section be considered or treated as a waiver of the rights of the City with respect to any other defaults by the Developer under this section or with respect to the particular default except to the extent specifically waived in writing.

Section 805. Rights and Remedies Cumulative. The rights and remedies of the parties to this Agreement, whether provided by law or by this Agreement, shall be cumulative, and the exercise by either party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other such remedies for the same default or breach or any of its remedies for any other default or breach by the other party. No waiver made by either such party with respect to the performance, or manner or time thereof, or any obligation of the other party or any condition to its own obligation under this Agreement shall be considered a waiver of any rights of the party making the waiver with respect to the particular obligation of the other party or condition to its own obligation beyond those expressly waived in writing and to the extent thereof, or a waiver in any respect in regard to any other rights of the party making the waiver or any other obligations of the other party.

Section 806. Indemnification.

- (a) Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.
- (b) Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

- (c) The City agrees to protect and defend Developer, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "Developer Indemnified Parties"), and further agrees to hold Developer Indemnified Parties harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the negligence, willful misrepresentation of the City (or other persons acting under their direction or control) under this Agreement, or the transactions contemplated hereby. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City, as the case may be.

ARTICLE IX. MISCELLANEOUS

Section 901. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 902. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Project provided for in this Agreement:

- (a) The Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours. The Developer will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Developer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.
- (b) The Developer will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, ancestry, disability, marital status, arrest record, conviction record, membership in the national guard, state defense force or any reserve component

of the military forces of the United States or this state or use or nonuse of lawful products off the employer's premises during nonworking hours.

- (c) The Developer will furnish all information and reports required by law and any and all applicable federal, state and local rules, regulations and orders, and will permit access to the Developer's books, records and accounts by the City, or appropriate governmental entity, for purposes of investigation to ascertain compliance with such laws, rules, regulations and orders.
- (d) In the event of the Developer's noncompliance with the nondiscrimination clauses of this section, or with any of the said rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part, and such other sanctions may be imposed and remedies invoked as provided by such law, rule, regulation or order, or as otherwise provided by law.
- (e) The Developer will include the provisions of Paragraphs (a) through (d) of this section in every contract or purchase order, and will use its best efforts to require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by such rules, regulations or orders, so that such provisions will be binding upon each such contractor, subcontractor or vendor, as the case may be. The Developer will take such action with respect to any construction contract, subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance. For the purpose of including such provisions in any construction contract, subcontract or purchase order, as required hereby, the first three lines of this section shall be changed to read "During the performance of this Contract, the Contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor."

Section 903. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 904. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

Section 905. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 9333 N. Meridan Street, Suite 230, Indianapolis, IN 46260, Attention: Matt Gilhooly;

with a copy to: Winthrop & Weinstine, P.A. at 225 South Sixth Street, Suite 3500, Minneapolis, MN 55402, Attention: John D. Nolde

with a copy to: Alliant Asset Management Company LLC at 21600 Oxnard Street, Suite 1200, Woodland Hills, California 91367, Attention: General Counsel

- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 906. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 907. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 908. Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

(Signature Page Follows)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN, WISCONSIN

BADGER STATE LOFTS, LP,
a Wisconsin limited partnership

BY:

Michael J. Vandersteen
Michael J. Vandersteen, Mayor

BY:

KCG Badger State Lofts GP, LLC
Its: General Partner

ATTEST:

Meredith DeBruin
Meredith DeBruin, City Clerk

BY:

KCG Holdings, LLC
Its: Manager

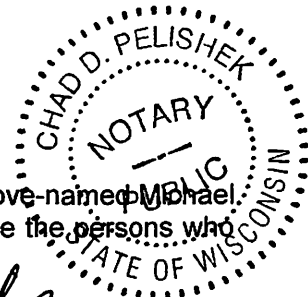
BY:

R.J. Pasquesi
R.J. Pasquesi, President

ACKNOWLEDGMENTS

STATE OF WISCONSIN)
) ss
SHEBOYGAN COUNTY)

Personally came before me this 27th day of Nov., 2018, the above-named Michael J. Vandersteen, Mayor, and Meredith DeBruin, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Chad D. Pelishek
Notary Public, State of Wisconsin
My Commission Aug 31, 2019

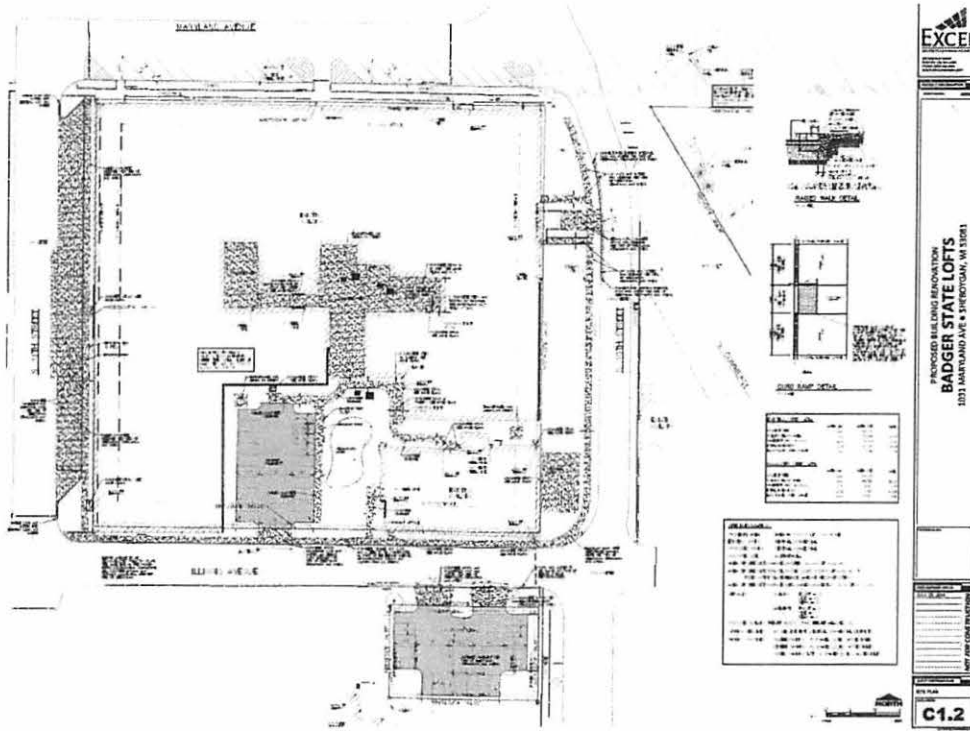
STATE OF INDIANA)
) ss
WARRICK COUNTY)

Personally came before me this 20th day of NOVEMBER 2018, the above-named R.J. Pasquesi, as President of KCG Holdings, LLC, a Florida limited liability company, the manager of KCG Badger State Lofts GP, LLC, a Wisconsin limited liability company, as the general partner of Badger State Lofts, LP, a Wisconsin limited partnership, to me known to be the person who executed the foregoing instrument and acknowledged the same.

[Signature]
Notary Public, State of Wisconsin INDIANA
My Commission EXPIRES: FEB 16, 2025

EXHIBIT "A"
Description of Property

Redevelopment of the former Coakley Building at 1031 Maryland Avenue into 118 units of affordable/workforce housing and approximately 8,700 sf of commercial/retail space.



IX

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. November 5, 2018.

Your Committee to whom was referred Gen. Ord. No. 21-18-19 by Alderpersons Donohue and Rindfleisch repealing and recreating Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."; recommends approving the Ordinance.

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

~~X~~

71

Gen. Ord. No. 21 - 18 - 19. By Alderpersons Donohue and Rindfleisch.
October 15, 2018.

AN ORDINANCE repealing and recreating Article VIII of Chapter 70 of the Municipal Code entitled "Sexual Offender Residency Restrictions."

WHEREAS, in recent years, several communities in Wisconsin have had their Sexual Offender Residency Restrictions ruled unconstitutional or otherwise unenforceable by state and federal courts because of concerns that such ordinances do not provide clear evidence that the restrictions protect citizens and concerns regarding due process; and

WHEREAS, the Wisconsin Legislature has pre-empted municipalities from regulating the residency of the most dangerous sexual offenders, instead imposing its own restrictions; and

WHEREAS, the primary purpose of Sheboygan's current restrictions are to provide notice to neighbors regarding offenders who are moving to their neighborhood, and current statutes already provide neighbors and potential neighbors with such information; and

WHEREAS, an all-too-common effect of denial of residency is homelessness, a circumstance that is more dangerous not only for convicted offenders but for all citizens; and

WHEREAS, it is the sense of the council that it would be better to allow the Sheboygan Police Department to focus on informing and protecting neighbors and allowing the professionals with the Department of Corrections to focus on providing the best and safest alternative residences for those who would be affected by Sheboygan's restrictions; and

WHEREAS, it is the sense of the council that a limited and appropriate level of residency restrictions and review thereof by elected officials should still remain aimed at those most likely to be dangerous to the general public.

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

Section 1. Article VIII of Chapter 70 of the Municipal Code is hereby repealed and recreated to read as follows:

Handwritten signature
approve

"ARTICLE VIII. - SEXUAL OFFENDER RESIDENCY RESTRICTIONS

Sec. 70-261. - Finding and intent.

- (a) Sexual offenders who prey on strangers, including children, are sexual predators who present a threat to public safety that cannot easily be mitigated via notification provisions. Such offenders are likely to use physical violence and to repeat their offenses. This makes the cost of sexual offender victimization to society at large in such situations, while incalculable, clearly exorbitant.
- (b) It is the intent of this article not to impose a criminal penalty but rather to serve the city's compelling interest to promote, protect, and improve the health, safety, and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein sexual offenders and sexual predators who prey on strangers are prohibited from establishing temporary or permanent residence.

Sec. 70-262. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except when the context clearly indicates a different meaning:

Child means a person under the age of 16 for the purposes of this article.

Designated offender means any person who is required to register under Wis. Stat. § 301.45 for any sexual offense against a child or any person who is required to register under Wis. Stat. § 301.45 and who has been designated a Special Bulletin Notification (SBN) sex offender pursuant to Wis. Stat. §§ 301.46(2) and (2m).

Minor means a person under the age of 17.

Permanent residence means a place where the person abides, lodges, or resides for 14 or more consecutive days.

Temporary residence means a place where the person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address or a place where the person routinely abides, lodges, or resides for a period of four

or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

Sec. 70-263. - Sexual offender and sexual predator residence; prohibition; penalties; exceptions.

- (a) *Prohibited location of residence.* It is unlawful for any designated offender to establish a permanent residence or temporary residence within 1,000 feet of any school, licensed day care center, park, recreational trail, playground or place of worship unless that person meets one or more of the exceptions contained in subsection (e), or has received a waiver pursuant to section 70-265.
- (b) *Prohibited activity.* It is unlawful for any designated offender to participate in a holiday event involving children less than 18 years of age, such as distributing candy or other items to children. Holiday events in which the offender is the parent or guardian of the children involved, and no non-familial children are present, are exempt from this paragraph. Participation is to be defined as actively taking part in the event.
- (c) *Measurement of distance.*
 - (1) For the purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent residence or temporary residence to nearest outer property line of a school, licensed day care center, park, recreational trail, playground or place of worship.
 - (2) The city engineer shall prepare, maintain and file with the city clerk an official map showing prohibited locations as defined by this article. The engineer shall update the map at least annually to reflect any changes in the location of prohibited zones and file said updated map with the city clerk. These shall be designated on the map as child safety zones.
- (d) *Penalties.* A person who violates any provision of this article shall be punished by a forfeiture not exceeding \$500.00. Each day a person maintains a residence in violation of this article constitutes a separate violation. The City of Sheboygan may also seek equitable relief.

- (e) *Exceptions.* A designated offender residing within a prohibited area as described in subsection (a) does not commit a violation of this section if any of the following apply:
- (1) The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. § 301.45 before the effective date of this article.
 - (2) The person is a minor and is not required to register under Wis. Stat. § 301.45 or § 301.46.
 - (3) The school, licensed day care center, park, recreational trail or playground within 1,000 feet of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Wis. Stat. §301.45.
 - (4) The residence is also the primary residence of the person's parents, grandparents, siblings, spouse or children, provided that such parent, grandparent, sibling, spouse or child established the residence at least two years before the designated offender established residence at the location.
 - (5) The person is residing at a transitional living program (TLP) facility funded by the department of corrections/ community corrections within the city.

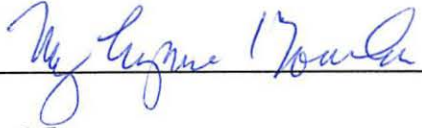
Sec. 70-264. - Property owners prohibited from renting real property to certain sexual offenders and sexual predators; penalties.


- (a) It is unlawful to let or rent any place, structure, or part thereof, trailer or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to this article, if such place, structure, or part thereof, trailer or other conveyance, is located within a prohibited location zone described in section 70-263(a), and not subject to an exception set forth in section 70-263(e) above or a waiver pursuant to section 70-265.
- (b) A property owner's failure to comply with this section shall constitute a violation of this article, and shall subject the property owner to the penalties set forth in section 70-263(d).

Sec. 70-265. - Waiver.

- (a) The above 1,000-foot requirements may be waived upon approval by the chief of police or his/her designee (hereafter, "the chief") through appeal by the designated offender affected. Such appeal shall be made in writing to the chief.
- (b) The chief shall consider the public interest, all relevant statutes and ordinances, and the designated offender's concerns. The chief shall also consider the nature of the designated offender's sexual offenses, denying waivers only in circumstances where the applicant's offenses involved strangers. The chief shall inform the designated offender in writing of the results of his or her review of the waiver. If the chief denies the waiver, he or she shall inform the designated offender that the offender may appeal the denial of the waiver by so indicating to the chief in writing within fourteen days after the chief's denial.
- (c) If any offender appeals the denial of a waiver pursuant to subsection (b) above, the chief shall immediately notify the city clerk and chair of the licensing, hearings, and public safety committee of such appeal, the name of the designated offender, and the address at which the offender wishes to reside. The chair shall then place the matter on the agenda of a committee meeting for the purposes of an appeal hearing. Said hearing shall take place between seven and thirty days after the chief receives notice of the appeal from the offender. Said time limits may be waived by the offender.
- (d) At the hearing, the committee shall hear evidence from the chief and from the offender or his or her representative, as well as any other person whose testimony it deems relevant. The committee, in its deliberation, shall consider the nature of the sexual offenses committed by the offender, the needs of the offender in order to reintegrate as a productive member of the community, the public interest in safety, and all relevant statutes and ordinances. After deliberation, the committee shall forward its decision in writing via the minutes or otherwise to the chief and to the offender."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.






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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor


Gen. Ord. No. - 18 - 19 . By Alderperson Bohren. November 5, 2018.

AN ORDINANCE granting Water's Edge Development of Sheboygan, LLC, its successors and assigns, the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) in the City of Sheboygan for the purpose of driveway access, parking and landscaping for the Water's Edge Condominium development project.

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

Section 1. Subject to the terms and conditions contained herein, Water's Edge Development of Sheboygan, LLC, their heirs and assigns, is hereby granted the privilege of encroaching upon described portions of Wisconsin Avenue right-of-way, located on vacant land on North 15th Street across from 822 North 14th Street (Parcel No. 59281500560) as follows:

ALL OF BLOCK 119 OF ORIGINAL PLAT OF SHEBOYGAN, BEING PART OF THE SE $\frac{1}{4}$ AND SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ AND PART OF THE NE $\frac{1}{4}$ AND NW $\frac{1}{4}$ OF THE SE $\frac{1}{4}$ OF SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMENCING AT THE SE CORNER OF BLOCK 119 IN THE SE $\frac{1}{4}$ OF SECTION 22, DEFINED AS THE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTH 80.00 FEET PARALLEL WITH THE WEST RIGHT OF WAY LINE OF NORTH 15TH STREET TO THE NE CORNER OF BLOCK 137 IN THE SE $\frac{1}{4}$ OF SECTION 22; THENCE N 89°50'14" W, 93.33 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF WISCONSIN AVENUE, THENCE N 38°47'54" W, 102.88 FEET, THENCE S 89°50'14" E, 157.79 FEET ALONG NORTH RIGHT OF WAY OF WISCONSIN AVENUE TO THE POINT OF BEGINNING.

for the purposes of driveway access, parking and landscaping, in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Water's Edge Development of Sheboygan, LLC, its successors and assigns:

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

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Water's Edge Development of Sheboygan, LLC, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving

City Plan

all claim or claims for damages resulting from such removal, whether the removal is done by the said Water's Edge Development of Sheboygan, LLC, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan;

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

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

Section 3. The provisions of §66.0425(1) thru (5) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

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

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

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Encroachment Easement Map - Exhibit A

for Water's Edge Development of Sheboygan, LLC

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

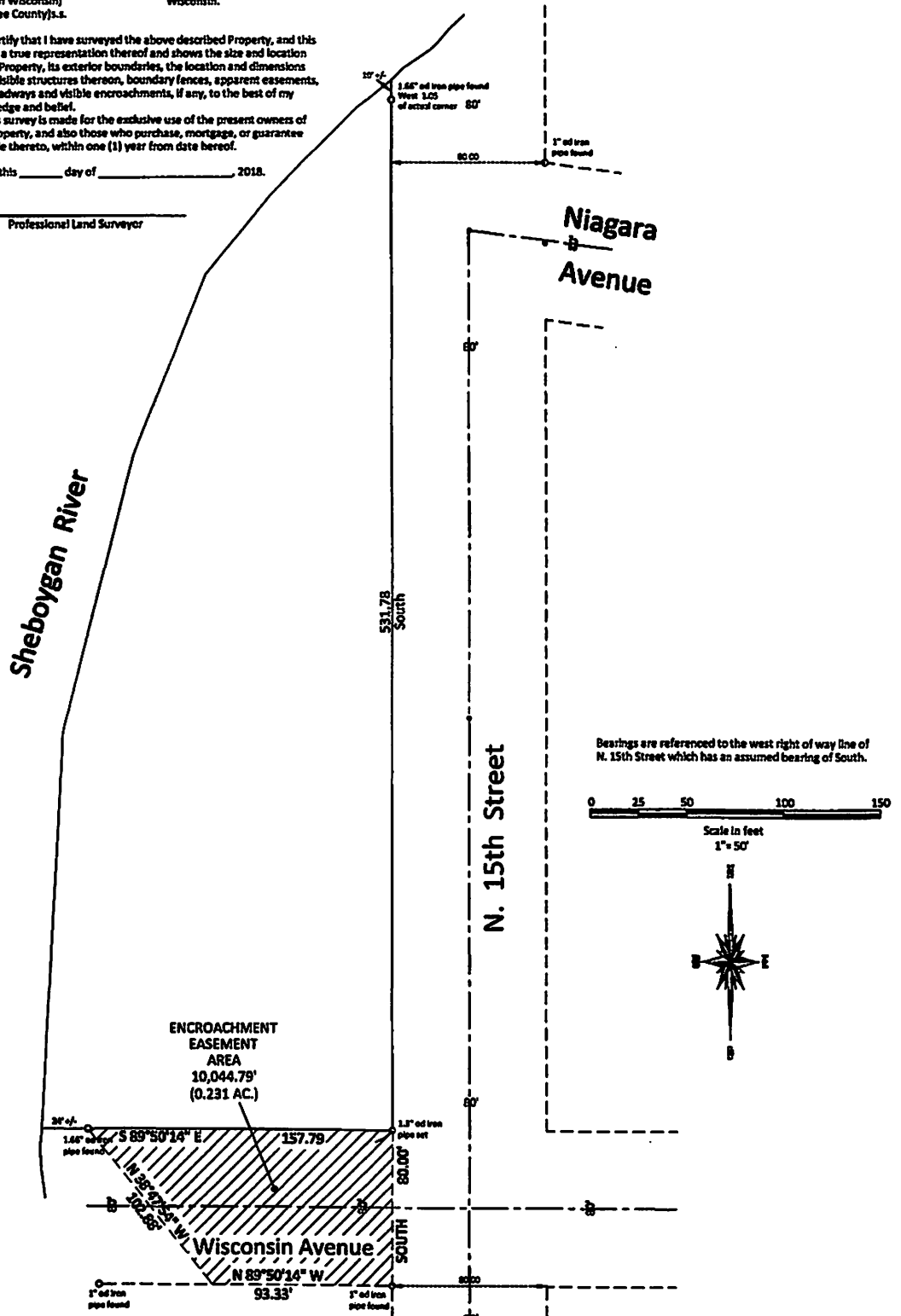
State of Wisconsin
Ozaukee County/s.s.

I certify that I have surveyed the above described Property, and this map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements, and roadways and visible encroachments, if any, to the best of my knowledge and belief.

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Dated this _____ day of _____, 2018.

Professional Land Surveyor



Bearings are referenced to the west right of way line of N. 15th Street which has an assumed bearing of South.

0 25 50 100 150



Encroachment Easement Description - Exhibit B
for
Water's Edge Development of Sheboygan, LLC
for Wisconsin Avenue Right of Way

All of Block 119 of Original Plat of Sheboygan, being part of the SE 1/4 and SW 1/4 of the NE 1/4 and part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 22, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the SE corner of Block 119 in the SE $\frac{1}{4}$ of Section 22, defined as the point of beginning for this description; thence South 80.00 feet parallel with the West Right of Way line of North 15th Street to the NE corner of Block 137 in the SE $\frac{1}{4}$ of Section 22; thence N 89° 50' 14" W, 93.33 feet along the South Right of Way line of Wisconsin Avenue, thence N 38° 47' 54" W, 102.88 feet, thence S 89° 50' 14" E, 157.79 feet along North Right of Way of Wisconsin Avenue to the Point of Beginning.

The above description for the encroachment area described contains 0.231 acres (10,044.79 square feet) of land, more or less.

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

Gen. Ord. No. _____ - 18 - 19. By Alderperson Phillips. November 5, 2018.

AN ORDINANCE repealing Section 2 of Gen. Ord. 153-77-78 and creating new parking restrictions to provide that parking is permitted on the west side of Spruce Court from Broadway Avenue to S. 12th Street between December 1st and April 1st and prohibited on the east side of Spruce Court from Broadway Avenue to S. 12th Street between December 1st and April 1st.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," Section 2 of Gen. Ord. 153-77-78, which prohibited parking on the west side of Spruce Court between Broadway Avenue and S. 12th Street from December 1st to April 1st, is hereby repealed.

Section 2. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of Spruce Court between Broadway Avenue and S. 12th Street is hereby added to the list of locations where parking is prohibited from December 1st to April 1st.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove all signs placed as a result of the traffic restriction in said ordinance.

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.

Public works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VI

4.2
8.2

R. O. No. 123- 18 - 19. By CITY ADMINISTRATOR. October 1, 2018.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2019 and outstanding debt as of December 31, 2018 is submitted for your information.

Layover

CITY ADMINISTRATOR

2019 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

	Estimated Fund Balance Dec. 31, 2018	Budgeted Revenue	Tax Levy	Budgeted Expenditures	Estimated Fund Balance Dec. 31, 2019
General Fund	\$19,078,761	\$20,790,918	\$16,435,705	\$38,127,572	\$18,177,812
Special Revenue	1,348,773	7,606,480	2,509,321	10,206,766	1,257,808
Debt Service	17,375,830	5,613,720	3,421,889	15,849,086	10,562,353
Capital Improvements	7,789,986	20,555,689	892,025	26,086,958	3,150,742
Proprietary	83,038,389	34,644,901	511,547	37,465,551	80,729,286
Fiduciary	2,051,126	33,400	0	2,000	2,082,526
Total	\$130,682,865	\$89,245,108	\$23,770,487	\$127,737,933	\$115,960,527

**CITY OF SHEBOYGAN
OUTSTANDING DEBT AS OF DECEMBER 31, 2018**

Date of Issue	Date of Maturity	Outstanding Jan. 1, 2018	Issued 2018	Payments 2018	Outstanding Dec. 31, 2018
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GENERAL OBLIGATION BONDED DEBT

G.O. Corporate Bonds - 2007B	9/1/2007	10/2/2026	6,725,000		500,000	6,225,000
G.O. Refunding Bonds - 2010B	6/7/2010	4/1/2027	3,915,000		310,000	3,605,000
G.O. Refunding Bonds - 2015	8/4/2015	11/1/2018	800,000		800,000	0
G.O. Refunding Bonds - 2016C	8/25/2016	10/1/2022	2,220,000		535,000	1,685,000
G.O. Refunding Bonds - 2018 Taxable	12/5/2018	12/1/2038		3,655,000		3,655,000
G.O. Refunding Bonds - 2018 Exempt	12/5/2018	12/1/2038		5,100,000		5,100,000
Total General Obligation Bonded Debt			\$13,660,000	\$8,755,000	\$2,145,000	\$20,270,000

GENERAL OBLIGATION LONG TERM NOTES

DNR Seawall Loan	12/23/2002	12/15/2023	400,645		80,129	320,516
DNR Land Recycling Loan	4/14/2004	5/1/2023	238,936		39,823	199,113
G.O. Promissory Notes - 2010A	6/7/2010	4/1/2020	675,000		220,000	455,000
G.O. Promissory Notes - 2012A	5/10/2012	4/1/2022	2,450,000		470,000	1,980,000
G.O. Promissory Notes - 2015	8/4/2015	10/1/2024	2,375,000		310,000	2,065,000
G.O. Promissory Notes - 2016A	4/20/2016	10/1/2025	2,925,000		345,000	2,580,000
G.O. Promissory Notes - 2016B	4/20/2016	1/1/2025	6,760,000		1,145,000	5,615,000
G.O. Promissory Notes - 2017A	5/15/2017	4/1/2027	5,000,000		425,000	4,575,000
G.O. Promissory Notes - 2018	7/2/2018	12/1/2027		6,335,000		6,335,000
Total General Obligation Notes			\$20,824,581	\$6,335,000	\$3,034,952	\$24,124,629

MORTGAGE NOTES AND LOANS

SDC Mortgage Notes	1/16/1995		225,000			225,000
State Trust Fund Loan	9/12/2017	3/15/2022	400,000			400,000
TOTAL DEBT OUTSTANDING			\$35,109,581	\$15,090,000	\$5,179,952	\$45,019,629

VI

6.4

R. C. No. 159 - 18 - 19. By COMMITTEE OF THE WHOLE. October 15, 2018.

Your Committee to whom was referred R. C. No. 139-18-19 by Finance and Personnel Committee and Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution with the following amendment:

SPECIAL REVENUE FUNDS

Cable TV Fund

Increase Capital Outlay - Communication Equipment \$80,000.

Copy Over

James A. Bohrer
Rosemarie Jester
Mark Sumpf
Dean Depke
[Signature]

Ronald Rindfleisch

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

VII

5.7

R. C. No. 139 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
September 17, 2018.

Your Committee to whom was referred Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends passing the Resolution with the following amendment:

SPECIAL REVENUE FUNDS

Cable TV Fund

Increase Capital Outlay - Communication Equipment \$80,000.

Cow

Ronald Rindfleisch

James A. Boh

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

4.8

Res. No. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

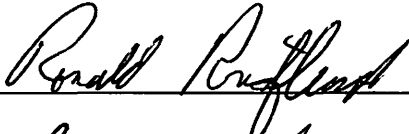
Refer to Finance + Personnel

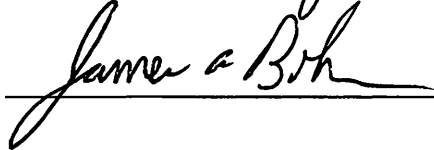
Public Works

approve with caveats

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.





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 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
Revenue							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,690,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,426	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,476	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	668,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,236
Total Revenue	\$37,226,623	\$10,115,801	\$9,035,603	\$21,447,714	\$33,400	\$35,156,448	\$113,015,589
Expenditures							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,782	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,069	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,650,511	2,654,817	1,250	7,601,270	26,976,930
Total Expenditures	\$38,127,572	\$10,206,766	\$15,849,080	\$26,086,958	\$2,000	\$37,465,551	\$127,737,927
Excess of revenues over (under) expenditures	-\$900,949	-\$90,965	-\$6,813,477	-\$4,639,244	\$31,400	-\$2,309,103	-\$14,722,338
Fund Balance, January 1	\$19,078,761	\$1,348,773	\$17,375,830	\$7,789,986	\$2,051,126	\$0	\$47,644,476
Fund Balance, December 31	\$18,177,812	\$1,257,808	\$10,562,353	\$3,150,742	\$2,082,526	\$0	\$35,231,241
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$83,038,389	\$83,038,389
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$80,729,286	\$80,729,286
Net Property Tax Required	\$16,435,705	\$2,509,321	\$3,421,889	\$892,025	\$0	\$511,547	\$23,770,487

**GENERAL FUND
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,686	440,350	393,615	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,605	2,717,605
Total Revenue	36,034,360	36,486,575	36,966,127	37,360,228	37,226,623	37,226,623
Expense						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,880,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
Total Expenditures	37,068,849	35,112,766	37,649,174	42,182,372	38,492,695	38,127,572
Excess of revenue over (under) expenditures	-1,034,489	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,561,585	22,527,096	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
*Ending Fund Balance consists of:						
Uncommitted	20,678,882	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,556	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
Total Revenue	9,364,810	10,614,887	9,551,123	9,946,110	10,115,801	10,115,801
Expenditures						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,965,969	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
Total Expenditures	10,259,678	10,960,068	9,733,064	10,441,803	10,206,766	10,206,766
Excess of revenues over (under) expenditures	-894,868	-345,181	-181,941	-495,693	-90,965	-90,965
Fund Balance, Beginning Year	3,084,515	2,189,647	1,844,466	1,844,466	1,348,773	1,348,773
Fund Balance, Ending Year	2,189,647	1,844,466	1,662,525	1,348,773	1,257,808	1,257,808

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	6,216,284	6,167,633	6,775,665	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,825
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,552	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,266,531	8,479,988	8,671,304	17,446,535	9,035,603	9,035,603
Expenditures						
General Government	420,938	53,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,069	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,962</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
Expenditures						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,683,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,967	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,627,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,426	10,758,426
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,006,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,015	947,790	956,291	1,107,499	1,107,499
Total Revenue	31,560,373	31,685,173	32,734,623	33,494,292	35,156,448	35,156,448
Expenditures						
General Government	8,333,770	8,765,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
Total Expenditures	29,500,556	32,480,293	36,183,596	35,667,987	37,659,719	37,465,551
Excess of revenues over (under) expenditures	2,059,817	(795,120)	(3,448,973)	(2,173,695)	(2,503,271)	(2,309,103)
Fund Balance, Beginning Year	83,947,387	86,007,204	85,212,084	85,212,084	83,038,389	83,038,389
Fund Balance, Ending Year	86,007,204	85,212,084	81,763,111	83,038,389	80,535,118	80,729,286

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	2016	2017	2018	2018	2019	2019
	<u>Actual</u>	<u>Actual</u>	<u>Amended</u>	<u>Estimated</u>	<u>Requested</u>	<u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,530	7,864	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
Total Revenue	<u>108,381</u>	<u>177,141</u>	<u>17,264</u>	<u>26,150</u>	<u>33,400</u>	<u>33,400</u>
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
Total Expenditures	<u>3,604</u>	<u>325,797</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>	<u>2,000</u>
Excess of revenues over (under) expenditures	104,777	(148,656)	15,264	24,150	31,400	31,400
Fund Balance, Beginning Year	2,070,855	2,175,632	2,026,976	2,026,976	2,051,126	2,051,126
Fund Balance, Ending Year	<u>2,175,632</u>	<u>2,026,976</u>	<u>2,042,240</u>	<u>2,051,126</u>	<u>2,082,526</u>	<u>2,082,526</u>

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: R.C. No. 159-18-19 by Committee of the Whole to whom was referred by R.C. No. 159-18-19 by Finance and Personnel Committee to whom was referred Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

REPORT PREPARED BY: Darrell Hofland, City Administrator

REPORT DATE: October 18, 2018

MEETING DATE: November 5, 2018

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:

During the 2019 Executive Budget presentation at the September 4 Common Council meeting, it was noted that the Reserve for Contingency account on page 216 would be adjusted in the future to reflect the final 12 month inflationary rate as part of the formula calculation of the Expenditure Restraint Program. It was also noted that the city had not received its official 2019 transportation aids notification letter.

Both updates were received by the city on October 12, 2018.

STAFF COMMENTS:

The attached amendments were presented to the Common Council at its October 15 meeting. The amendments are recommended in light of new information received from the State of Wisconsin regarding the inflationary factor of the Expenditure Restraint Program and the revised 2019 state transportation aids dollar amounts. Changes to budget pages were made on lavender paper, distributed and discussed at the October 15 meeting.

With the revised inflationary factor of the Expenditure Restraint Program, it allows the city to increase its General Fund budget up to 3.36 percent. (The original (Executive) 2019 General Fund budget identified a 1.27 percent increase over 2018.) I am, however, recommending a lower percent increase in the budget - a 2.20 percent increase. The 2.20 percentage increase will result in an overall General Fund budget increase in the amount of \$350,000 of which I am assigning the full amount to the Reserve for Contingency account. The Reserve for Contingency account will increase from \$150,000 to \$500,000. The increase of \$350,000 is strategic in nature as it raises the "floor" of the 2019 budget to give the city additional budget capacity (should the city need it to remain eligible for the Expenditure Restraint Program) for the 2020 General Fund budget.

As a result of these General Fund budget adjustments, the Uncommitted Fund Balance on page 91 is affected due to the expenditure increase. The original 2019 budget had a 42.0 percent fund balance (\$16,131,679) in relationship to the expenditure level; the revised budget has a 41.2 percent fund balance (\$15,866,850).

ACTION REQUESTED:

Motion to recommend the Common Council amend R.C. 159-18-19 with amendments as follows:

1. Amend General Revenue – Intergovernmental Revenue - Connecting Highway Aids – decrease by \$151 to \$281,740.
2. Amend General Revenue – Intergovernmental Revenue – General Transportation Aids – increase by \$85,323 to \$1,612,103.
3. Amend General Fund Expenditures – Unclassified – Reserve for contingency – increase by \$350,000 to \$500,000.

Motion to adopt and pass R.C. 159-18-19 by Committee of the Whole to whom was referred by R.C. No. 139-18-19 by Finance and Personnel Committee to whom was referred Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year as amended.

ATTACHMENTS:

- I. R.C. No. 159-18-19

XV

66

R. C. No. 161 - 18 - 19. By COMMITTEE OF THE WHOLE. October 15, 2018.

Your Committee to whom was referred R. C. No. 141-18-19 by Public Works Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents.

Lupover

James a. Bohren
 Rosemarie Juntus
 Mike Smith
 Dean D. Kelly
 Scott McCall

Ronald Rindfleisch

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

VII

5.9

R. C. No. 141 - 18 - 19. By PUBLIC WORKS COMMITTEE. September 17, 2018.

Your Committee to whom was referred a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution.

Con





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

4.8

Res. No. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Refer to
Finance Personnel
4/11/18
Public Works

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

 Ronald Ruffland
 James A. Boh

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 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
Revenue							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,690,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,428	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,478	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	688,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,605	225,000	1,117,132	150,000	0	1,107,499	5,317,238
Total Revenue	\$37,226,623	\$10,115,801	\$9,035,603	\$21,447,714	\$33,400	\$35,158,448	\$113,015,589
Expenditures							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,762	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,069	6,687,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,650,511	2,664,817	1,250	7,601,270	26,976,930
Total Expenditures	\$38,127,572	\$10,206,766	\$15,849,080	\$26,086,958	\$2,000	\$37,485,551	\$127,737,927
Excess of revenues over (under) expenditures	-\$900,949	-\$90,966	-\$6,813,477	-\$4,639,244	\$31,400	-\$2,309,103	-\$14,722,338
Fund Balance, January 1	\$19,078,761	\$1,348,773	\$17,375,830	\$7,789,986	\$2,051,126	\$0	\$47,644,476
Fund Balance, December 31	\$18,177,812	\$1,257,808	\$10,562,353	\$3,150,742	\$2,082,526	\$0	\$35,231,241
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$83,038,389	\$83,038,389
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$80,729,286	\$80,729,286
Net Property Tax Required	\$16,435,705	\$2,509,321	\$3,421,889	\$892,025	\$0	\$511,547	\$23,770,487

**GENERAL FUND
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,856	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,866	440,360	393,615	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,657,970	2,717,605	2,717,605
Total Revenue	36,034,380	36,486,575	38,986,127	37,380,228	37,226,623	37,226,623
Expense						
General Government	3,637,698	3,200,016	3,797,119	3,699,182	3,908,241	3,911,025
Public Safety	21,860,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,521,877	2,502,128	2,566,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
Total Expenditures	37,068,849	35,112,766	37,649,174	42,182,372	38,492,695	38,127,572
Excess of revenue over (under) expenditures	-1,034,469	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,561,585	22,527,096	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
*Ending Fund Balance consists of:						
Uncommitted	20,678,882	21,104,856	21,241,406	16,774,495	15,766,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,558	1,836,171	1,836,171
Charges for Services	1,907,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,638	750,844	0	225,000	225,000	225,000
Total Revenue	9,364,810	10,614,887	9,551,123	9,946,110	10,115,801	10,115,801
Expenditures						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,148,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,852	5,778,852
Conservation and Development	1,985,989	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
Total Expenditures	10,259,678	10,980,088	9,733,064	10,441,803	10,206,766	10,206,766
Excess of revenues over (under) expenditures	-894,868	-345,181	-181,941	-495,693	-90,965	-90,965
Fund Balance, Beginning Year	3,084,515	2,189,647	1,844,466	1,844,466	1,348,773	1,348,773
Fund Balance, Ending Year	2,189,647	1,844,466	1,662,525	1,348,773	1,257,808	1,257,808

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	6,216,284	6,167,633	6,775,665	6,685,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,826
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,552	694,580	561,029	9,456,867	540,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,266,531	8,479,988	8,671,304	17,446,535	9,035,803	9,035,603
Expenditures						
General Government	420,938	53,080	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,089	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,461	1,640,314	1,674,641	847,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,992</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
Expenditures						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,262	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,896	232,388	229,770	229,770
Conservation and Development	2,983,218	5,883,144	6,521,029	17,736,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,684,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,480	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,987	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,827,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,428	10,758,428
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,008,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,015	947,790	956,291	1,107,499	1,107,499
Total Revenue	31,560,373	31,685,173	32,734,623	33,494,292	35,156,448	35,156,448
Expenditures						
General Government	8,333,770	8,785,077	9,543,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
Total Expenditures	29,500,556	32,480,293	36,183,596	35,667,987	37,659,719	37,465,551
Excess of revenues over (under) expenditures	2,059,817	(795,120)	(3,448,973)	(2,173,695)	(2,503,271)	(2,309,103)
Fund Balance, Beginning Year	83,947,367	86,007,204	85,212,084	85,212,084	83,038,389	83,038,389
Fund Balance, Ending Year	86,007,204	85,212,084	81,763,111	83,038,389	80,535,118	80,729,286

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,630	7,864	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
Total Revenue	108,381	177,141	17,264	26,150	33,400	33,400
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,164	1,250	1,250	1,250	1,250	1,250
Total Expenditures	3,604	325,797	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	104,777	(148,656)	15,264	24,150	31,400	31,400
Fund Balance, Beginning Year	2,070,856	2,175,632	2,026,976	2,026,976	2,051,126	2,051,126
Fund Balance, Ending Year	2,175,632	2,026,976	2,042,240	2,051,126	2,082,526	2,082,526

VI

65

R. C. No. 140 - 18 - 19. By COMMITTEE OF THE WHOLE. October 15, 2018.

Your Committee to whom was referred R. C. No. 140-18-19 by Licensing, Hearings, and Public Safety Committee and a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends to accept and file documents.

Lays over

James A. Bohrer
Resonance Trustee
Markus Dwyer
Dean Dwyer
[Signature]

Paul Riegler

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

VII

R. C. No. 140 - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 17, 2018.

Your Committee to whom was referred a copy of Res. No. 94-18-19 by Alderpersons Rindfleisch and Bohren establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year; recommends approving the Resolution.

Cow

Ben Seese

Mayor Eugene Nowlin

Ronald Rindfleisch

_____ 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

4.8

Res. No. 94 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION establishing the 2019 Budget appropriations and the 2018 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, The Common Council Committees have duly considered and discussed a budget for 2019 as proposed by the City Administrator, and

WHEREAS, A public hearing on the budget will be held on October 15, 2018 as required, and

WHEREAS, The 2019 budget requires a tax levy to partially finance the appropriations.

NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2019 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Park Impact Fee Fund, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, Convention Center Debt Service, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, TID 18, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 14 Capital, TID 16 Capital, TID 17 Capital, TID 18 Capital, TID 19 Capital; Proprietary Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Mead Public Library Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

*Refer to
Finance & Personnel
Public Works*

BE IT FURTHER RESOLVED: that the Personnel Schedule as presented in the 2019 budget be approved, and

BE IT FURTHER RESOLVED: that the property tax levy required to finance the 2019 Budget is \$23,770,487.

 Ronald Ruffland
 James A. Boh

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 BUDGET SUMMARY

GOVERNMENTAL FUNDS

	General Fund	Special Revenue	Debt Service	Capital Improvement	Fiduciary Funds	Proprietary Funds	2019 Executive
Revenue							
Taxes	\$16,639,228	\$3,991,321	\$7,358,181	\$1,680,775	\$0	\$511,547	\$30,191,052
Licenses and Permits	921,240	610,000	0	0	0	34,200	1,565,440
Intergovernmental Revenue	14,397,303	0	19,825	8,359,913	0	2,926,478	25,703,519
Intergovernmental Charges for Services	258,000	1,836,171	0	0	0	10,758,428	12,852,597
Charges for Services	1,679,822	2,034,740	0	0	9,400	18,318,476	22,042,438
Fines and Forfeitures	271,000	750,000	0	0	0	0	1,021,000
Miscellaneous Revenue	342,425	688,569	540,465	11,247,026	24,000	1,499,822	14,322,307
Interfund Transfers	2,717,606	225,000	1,117,132	150,000	0	1,107,499	5,317,238
Total Revenue	\$37,226,823	\$10,115,801	\$9,035,603	\$21,447,714	\$33,400	\$35,168,448	\$113,015,589
Expenditures							
General Government	\$3,911,025	\$903,447	\$1,500	\$3,280,000	\$0	\$9,750,499	\$17,846,471
Public Safety	21,782,447	1,237,643	0	691,025	0	0	23,711,115
Public Works	9,017,575	59,000	0	12,363,429	0	20,113,782	41,553,786
Health and Human Services	201,337	0	0	0	750	0	202,087
Culture and Recreation	2,673,178	5,778,852	0	229,770	0	0	8,681,800
Conservation and Development	347,928	1,352,824	197,089	6,867,917	0	0	8,765,738
Transfers and other expenses	194,082	875,000	15,650,511	2,864,817	1,250	7,601,270	26,976,930
Total Expenditures	\$38,127,572	\$10,206,766	\$15,849,080	\$28,086,958	\$2,000	\$37,465,551	\$127,737,927
Excess of revenues over (under) expenditures	-\$900,949	-\$890,965	-\$6,813,477	-\$4,639,244	\$31,400	-\$2,309,103	-\$14,722,338
Fund Balance, January 1	\$19,078,761	\$1,348,773	\$17,375,830	\$7,789,986	\$2,051,126	\$0	\$47,644,476
Fund Balance, December 31	\$18,177,812	\$1,257,808	\$10,562,353	\$3,150,742	\$2,082,526	\$0	\$35,231,241
Net Position, January 1	\$0	\$0	\$0	\$0	\$0	\$83,038,389	\$83,038,389
Net Position, December 31	\$0	\$0	\$0	\$0	\$0	\$80,729,286	\$80,729,286
Net Property Tax Required	\$16,435,705	\$2,509,321	\$3,421,889	\$892,025	\$0	\$511,547	\$23,770,487

**GENERAL FUND
BUDGET SUMMARY**

	2016 <u>Actual</u>	2017 <u>Actual</u>	2018 <u>Amended</u>	2018 <u>Estimated</u>	2019 <u>Requested</u>	2019 <u>Executive</u>
Revenue						
Taxes	15,164,406	15,617,079	16,444,228	16,444,228	16,639,228	16,639,228
Licenses and Permits	1,202,490	1,070,035	879,850	918,400	921,240	921,240
Intergovernmental Revenue	14,207,490	14,258,857	14,235,784	14,480,769	14,397,303	14,397,303
Intergovernmental Charges for Services	192,078	212,174	227,000	248,000	258,000	258,000
Charges for Services	1,756,903	1,721,972	1,621,196	1,690,866	1,679,822	1,679,822
Fines and Forfeitures	309,263	354,853	269,000	265,940	271,000	271,000
Miscellaneous Revenue	357,666	440,360	393,616	354,065	342,425	342,425
Interfund Transfers	2,844,044	2,811,255	2,895,454	2,957,970	2,717,606	2,717,605
Total Revenue	36,034,360	36,486,675	36,986,127	37,360,228	37,226,623	37,226,623
Expense						
General Government	3,637,688	3,200,016	3,797,119	3,699,182	3,906,241	3,911,025
Public Safety	21,880,886	20,153,959	20,792,897	21,172,884	22,152,354	21,782,447
Public Works	7,939,509	8,270,133	8,600,207	8,627,292	9,017,575	9,017,575
Health and Human Services	233,451	221,626	192,440	193,600	201,337	201,337
Culture and Recreation	2,921,877	2,502,128	2,586,224	2,599,447	2,673,178	2,673,178
Conservation and Development	257,317	646,478	333,009	330,209	347,928	347,928
Transfers and other expenses	598,121	118,426	1,367,278	5,559,758	194,082	194,082
Total Expenditures	37,068,849	35,112,766	37,649,174	42,182,372	38,492,695	38,127,572
Excess of revenue over (under) expenditures	-1,034,489	1,373,809	-683,047	-4,822,144	-1,266,072	-900,949
Fund Balance, Beginning Year	23,561,585	22,527,096	23,900,905	23,900,905	19,078,761	19,078,761
Fund Balance, Ending Year*	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812
*Ending Fund Balance consists of:						
Uncommitted	20,678,882	21,104,856	21,241,406	16,774,495	15,786,556	16,131,679
Committed	1,848,214	2,796,049	1,976,452	2,304,266	2,046,133	2,046,133
	22,527,096	23,900,905	23,217,858	19,078,761	17,812,689	18,177,812

**SPECIAL REVENUE FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	3,851,767	4,010,842	3,927,829	3,928,051	3,991,321	3,991,321
Licenses and Permits	598,520	642,712	625,000	610,000	610,000	610,000
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	859,923	1,157,416	1,305,075	1,704,556	1,836,171	1,836,171
Charges for Services	1,807,070	2,202,458	1,923,750	1,959,559	2,034,740	2,034,740
Fines and Forfeitures	732,004	705,477	902,000	750,000	750,000	750,000
Miscellaneous Revenue	1,322,890	1,145,138	867,469	768,944	668,569	668,569
Interfund Transfers	92,636	750,844	0	225,000	225,000	225,000
Total Revenue	9,384,810	10,614,887	9,551,123	9,946,110	10,115,801	10,115,801
Expenditures						
General Government	1,101,831	1,410,411	1,212,179	1,057,979	903,447	903,447
Public Safety	1,146,979	1,257,486	1,084,974	1,256,623	1,237,643	1,237,643
Public Works	8	15,878	8,804	18,812	59,000	59,000
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	5,169,208	5,306,060	5,435,635	5,501,954	5,778,862	5,778,852
Conservation and Development	1,985,989	1,451,011	1,123,542	1,731,435	1,352,824	1,352,824
Transfers and other expenses	875,683	1,519,222	867,930	875,000	875,000	875,000
Total Expenditures	10,259,678	10,980,088	9,733,064	10,441,803	10,206,766	10,206,766
Excess of revenues over (under) expenditures	-894,868	-345,181	-181,941	-495,693	-90,965	-90,965
Fund Balance, Beginning Year	3,084,515	2,189,647	1,844,466	1,844,466	1,348,773	1,348,773
Fund Balance, Ending Year	2,189,647	1,844,466	1,662,525	1,348,773	1,257,808	1,257,808

**DEBT SERVICE FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	6,216,284	6,167,633	6,775,665	6,665,058	7,358,181	7,358,181
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenues	25,017	20,995	21,556	21,556	19,825	19,826
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,680,662	694,580	681,029	9,456,867	640,465	540,465
Interfund Transfers	2,344,678	1,596,780	1,313,054	1,303,054	1,117,132	1,117,132
Total Revenue	16,266,531	8,479,988	8,671,304	17,446,535	9,035,803	9,035,603
Expenditures						
General Government	420,938	63,090	1,350	4,200	1,500	1,500
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	904,745	1,111,733	298,939	322,003	197,069	197,069
Transfers and other expenses	15,542,344	8,501,664	8,105,001	8,372,480	15,650,511	15,650,511
Total Expenditures	16,868,027	9,666,487	8,405,290	8,698,683	15,849,080	15,849,080
Excess of revenues over (under) expenditures	-601,496	-1,186,499	266,014	8,747,852	-6,813,477	-6,813,477
Fund Balance, Beginning Year	10,415,973	9,814,477	8,627,978	8,627,978	17,375,830	17,375,830
Fund Balance, Ending Year	9,814,477	8,627,978	8,893,992	17,375,830	10,562,353	10,562,353

**CAPITAL IMPROVEMENT FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	1,746,546	1,681,879	1,728,257	1,728,257	1,690,775	1,690,775
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	400,481	1,640,314	1,674,641	547,000	8,359,913	8,359,913
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	0	0	0	0	0	0
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	7,673,086	6,399,047	17,923,763	25,553,500	11,247,026	11,247,026
Interfund Transfers	<u>1,119,000</u>	<u>3,132,962</u>	<u>3,608,692</u>	<u>8,718,692</u>	<u>150,000</u>	<u>150,000</u>
Total Revenue	10,939,093	12,854,202	24,935,353	36,547,449	21,447,714	21,447,714
Expenditures						
General Government	0	65,373	7,625,021	7,550,000	3,280,000	3,280,000
Public Safety	195,470	676,349	2,723,182	2,379,350	691,025	691,025
Public Works	2,892,844	5,700,150	9,797,282	4,181,048	12,363,429	12,363,429
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	724,466	281,040	276,866	232,388	229,770	229,770
Conservation and Development	2,983,218	5,683,144	6,521,029	17,738,424	6,867,917	6,867,917
Transfers and other expenses	<u>1,111,492</u>	<u>956,087</u>	<u>2,852,887</u>	<u>2,919,882</u>	<u>2,654,817</u>	<u>2,654,817</u>
Total Expenditures	7,907,490	13,362,143	29,796,297	34,999,092	26,086,958	26,086,958
Excess of revenues over (under) expenditures	3,031,603	-507,941	-4,860,944	1,548,357	-4,639,244	-4,639,244
Fund Balance, Beginning Year	3,717,967	6,749,570	6,241,629	6,241,629	7,789,986	7,789,986
Fund Balance, Ending Year	<u>6,749,570</u>	<u>6,241,629</u>	<u>1,380,685</u>	<u>7,789,986</u>	<u>3,150,742</u>	<u>3,150,742</u>

**PROPRIETARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> Actual	<u>2017</u> Actual	<u>2018</u> Amended	<u>2018</u> Estimated	<u>2019</u> Requested	<u>2019</u> Executive
Revenue						
Taxes	511,547	511,547	511,547	511,547	511,547	511,547
Licenses and Permits	17,000	31,800	32,000	34,200	34,200	34,200
Intergovernmental	2,827,871	2,800,772	2,737,272	2,762,270	2,926,478	2,926,478
Intergovernmental Charges for Services	9,577,403	9,571,693	10,127,783	9,848,752	10,758,428	10,758,426
Charges for Services	16,339,600	16,660,227	17,371,940	18,305,297	18,318,476	18,318,476
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	1,478,258	1,150,119	1,006,291	1,075,935	1,499,822	1,499,822
Interfund Transfers	1,008,694	959,016	947,790	956,291	1,107,499	1,107,499
Total Revenue	31,560,373	31,685,173	32,734,623	33,494,292	35,156,448	35,166,448
Expenditures						
General Government	8,333,770	8,786,077	9,643,244	9,262,848	9,944,667	9,750,499
Public Safety	0	0	0	0	0	0
Public Works	13,793,911	16,311,951	19,622,824	19,133,275	20,113,782	20,113,782
Health and Human Services	0	0	0	0	0	0
Culture and Recreation	0	0	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	7,372,875	7,403,265	7,017,528	7,271,864	7,601,270	7,601,270
Total Expenditures	29,500,556	32,480,293	36,183,596	35,667,987	37,659,719	37,465,551
Excess of revenues over (under) expenditures	2,059,817	(795,120)	(3,448,973)	(2,173,695)	(2,503,271)	(2,309,103)
Fund Balance, Beginning Year	83,947,387	86,007,204	85,212,084	86,212,084	83,038,389	83,038,389
Fund Balance, Ending Year	86,007,204	85,212,084	81,763,111	83,038,389	80,535,118	80,729,286

**FIDUCIARY FUNDS
BUDGET SUMMARY**

	<u>2016</u> <u>Actual</u>	<u>2017</u> <u>Actual</u>	<u>2018</u> <u>Amended</u>	<u>2018</u> <u>Estimated</u>	<u>2019</u> <u>Requested</u>	<u>2019</u> <u>Executive</u>
Revenue						
Taxes	0	0	0	0	0	0
Licenses and Permits	0	0	0	0	0	0
Intergovernmental Revenue	0	0	0	0	0	0
Intergovernmental Charges for Services	0	0	0	0	0	0
Charges for Services	16,810	11,611	9,400	9,400	9,400	9,400
Fines and Forfeitures	0	0	0	0	0	0
Miscellaneous Revenue	91,571	165,630	7,864	16,750	24,000	24,000
Interfund Transfers	0	0	0	0	0	0
Total Revenue	108,381	177,141	17,264	26,150	33,400	33,400
Expenditures						
General Government	0	0	0	0	0	0
Public Safety	0	0	0	0	0	0
Public Works	0	0	0	0	0	0
Health and Human Services	450	12,138	750	750	750	750
Culture and Recreation	0	312,409	0	0	0	0
Conservation and Development	0	0	0	0	0	0
Transfers and other expenses	3,154	1,250	1,250	1,250	1,250	1,250
Total Expenditures	3,604	325,797	2,000	2,000	2,000	2,000
Excess of revenues over (under) expenditures	104,777	(148,656)	15,264	24,150	31,400	31,400
Fund Balance, Beginning Year	2,070,856	2,175,632	2,026,976	2,026,976	2,051,126	2,051,126
Fund Balance, Ending Year	2,175,632	2,026,976	2,042,240	2,051,126	2,082,526	2,082,526

II

Other Matters

R. O. No. _____ - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting a Summons and Complaint in the matter of TCF National Bank vs. Brett J. Lettenberger et al.

Finances
Personnel

CITY CLERK

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

FCF National Bank vs. Brett J. Lettenberger et al

Electronic Filing Notice

Case No. 2018CV000592
Class Code: Foreclosure of Mortgage

FILED
10-29-2018
Sheboygan County
Clerk of Circuit Court
2018CV000592
Honorable L Edward
Stengel
Branch 1

CITY OF SHEBOYGAN
828 CENTER AVENUE
C/O CITY CLERK
SHEBOYGAN WI 53081

Server
11/2/18 Time: 10:45 am
Personal Sublitute
Posted Corporate

NOV 2 '18 AM 10:44

Case number 2018CV000592 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: 3c2cdd

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: October 29, 2018

Date
Time
Private Process Service

FILED
10-29-2018
Sheboygan County
Clerk of Circuit Court
2018CV000592
Honorable L. Edward
Stengel
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, IL 60527

Plaintiff,

vs.

Case No.
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$10,000.00

BRETT J. LETTENBERGER and CARRIE J. LETTENGERGER
husband and wife
914 Logan Avenue
Sheboygan, WI 53083

TD Bank USA, National Association
c/o Its President
2035 Limestone Road
Wilmington, DE 19808

KOHLER CREDIT UNION
c/o Its President
850 Woodlake Road
Kohler, Wisconsin 53044;

MIDLAND FUNDING, LLC
c/o Corporation Service Company
8040 Excelsior Drive Suite 400
Madison, WI 53717

PREVEA HEALTH SERVICES, INC.
c/o Michael Cottrell
2710 Executive Drive
Green Bay, WI 54304

CACH LLC
c/o An Officer/Director
1675 Broadway, Suite 1200
Denver, CO 80202

HEALTH PAYMENT SYSTEMS, INC.
c/o Corporation Service Company
8040 Excelsior Drive Suite 400
Madison, WI 53717

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081
Defendants.

SUMMONS

THE STATE OF WISCONSIN, To each person named above as a Defendant:

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

Within (20) days of receiving this summons, you must respond with a written answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. In the event State of Wisconsin is a defendant, it has (45) days within which to answer. In the event that the United States of America is a defendant, it has (60) days within which to file its responsive pleading to the complaint. The answer must be sent or delivered to the court, whose address is:

Clerk of Circuit Court
Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, WI 53081

and to O'Dess and Associates, S.C., Plaintiff's attorneys, whose address is:

O'Dess and Associates, S.C.
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213

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 at Wauwatosa Wisconsin, this October 29, 2018.

ODESS and ASSOCIATES, S.C.
Attorneys for Plaintiff


By: M. ABIGAIL ODESS

State Bar No. 1017869

~~CHAD F. KOWALEWSKI~~

~~State Bar No. 1032968~~

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

FILED
10-29-2018
Sheboygan County
Clerk of Circuit Court
~~2018CV000592~~
Honorable L Edward
Stengel
Branch 1

STATE OF WISCONSIN

CIRCUIT COURT

SHEBOYGAN COUNTY

TCF NATIONAL BANK
800 Burr Ridge Parkway
Burr Ridge, IL 60527

Plaintiff,

vs.

Case No.
Code No. 30404
Foreclosure of Mortgage
Dollar Amount Greater Than \$10,000.00

BRETT J. LETTENBERGER and CARRIE J. LETTENGERGER
husband and wife
914 Logan Avenue
Sheboygan, WI 53083

TD Bank USA, National Association
c/o Its President
2035 Limestone Road
Wilmington, DE 19808

KOHLER CREDIT UNION
c/o Its President
850 Woodlake Road
Kohler, Wisconsin 53044;

MIDLAND FUNDING, LLC
c/o Corporation Service Company
8040 Excelsior Drive Suite 400
Madison, WI 53717

PREVEA HEALTH SERVICES, INC.
c/o Michael Cottrell
2710 Executive Drive
Green Bay, WI 54304

CACH LLC
c/o An Officer/Director
1675 Broadway, Suite 1200
Denver, CO 80202

HEALTH PAYMENT SYSTEMS, INC.
c/o Corporation Service Company
8040 Excelsior Drive Suite 400
Madison, WI 53717

CITY OF SHEBOYGAN
c/o City Clerk
828 Center Avenue
Sheboygan, Wisconsin 53081
Defendants.

COMPLAINT

Now Comes the above named plaintiff, by its attorneys, O'Dess and Associates, S.C., and as and for a complaint against the defendants, alleges and shows to the Court as follows:

1. That plaintiff is described and identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein.

2. That Brett J. Lettenberger and Carrie J. Lettenberger, husband and wife, identified in Schedule 1 which is attached hereto and incorporated herein by reference as if set forth in full herein and who are referred to herein as mortgagor(s), duly executed and delivered a note and mortgage, for the consideration as expressed therein, copies of which are annexed hereto as Exhibit 1 and Exhibit 2, respectively, and by reference made a part hereof. That said mortgage was duly recorded in the office of the Register of Deeds for this County.

3. That plaintiff is the lawful holder of said note and mortgage of record.

4. That the defendants, identified in the attached Schedule 1 may have or claim to have an interest in the premises as set forth in said Schedule, but that all such interests are subordinate to plaintiff's mortgage and plaintiff's claim made herein.

5. That the mortgage premises are known and legally described as follows:

A parcel of land being Lot 20, REINEKING BROTHERS ADDITION, according

to the recorded plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin. More commonly known as 914 Logan Avenue. Tax Key No. 59281717920

Note: Tax Key Number and Address are shown for informational purposes only.

6. That according to its terms, there is now due and owing to plaintiff on said mortgage note and mortgage as of October 26, 2018 the following:

Principal	\$86,897.12
Interest	\$2471.84
Late Charges	\$300.00
Misc. Fees	\$40.00
Extension Fees	\$5053.50
PMI Protect Fee	\$130.00
Total	\$94,892.46

After October 26, 2018 this amount may increase by the accrual of additional interest, fees, costs and/or advances.

That payments pursuant to said mortgage note and mortgage are due from May 16, 2018.

7. That by reason of the aforesaid default on the part of the defendants, plaintiff heretofore and before the commencement of this action, exercised the option as provided in the note and mortgage to declare the whole of the principal and interest thereof due and payable forthwith; that notice of the exercise of such option is expressly waived in said mortgage note and mortgage. That no proceedings have been had at law or otherwise for recovery of the sums secured by said note and mortgage except the present action and that no part thereof has been paid or collected except as set forth herein.

8. That the plaintiff has elected to proceed to foreclosure pursuant to §846.101, formerly §816.101, formerly §278.101, or §846.103(2) or §846.102 Wisconsin Statutes, that the premises covered by the mortgage are twenty acres or less in area, and are owner occupied, and that pursuant to said section plaintiff hereby elected to waive judgment for any deficiency which may remain due the plaintiff after sale of the mortgaged premises, against every party who is personally liable for the debt secured by the mortgage, and consents that the mortgagor(s), unless they abandon the property, may remain in possession of the mortgaged property and be entitled to

all of the rents, issues and profits therefrom to the date of confirmation of sale by the Court.

WHEREFORE, plaintiff demands judgment:

1. For the foreclosure and sale of the mortgaged premises in accordance with §§846.101 or §846.103(2) or §846.102 Wisconsin Statutes depending upon occupancy status upon service of process;
2. That the amount due to the plaintiff in principal and interest, costs, disbursements and attorneys' fees be adjudged and determined;
3. That the defendants and all persons claiming under them be barred and foreclosed from all right, claim, lien, title, and equity of redemption in or to said premises, except the right to redeem the same before sale as provided by law;
4. That the mortgagor defendants or persons occupying the premises be enjoined and restrained from committing waste during the pendency of the action; and
5. That the plaintiff may take all necessary steps to secure and winterize the subject property in the event it is abandoned by the defendants and becomes unoccupied during the redemption period or until such time as this matter is concluded; and
6. That the plaintiff seeks permission, pursuant to §846.09, Wisconsin Statutes, to amend its pleadings to add any other parties it determines are necessary; and
7. That plaintiff have such other and further relief as may be just and equitable.

O'DESS and ASSOCIATES, S.C.
Attorneys for Plaintiff


By: M. ABIGAIL O'DESS
State Bar No. 1017869

POST OFFICE ADDRESS:
Suite 403
1414 Underwood Avenue
Wauwatosa, Wisconsin 53213
(414) 727-1591

O'Dess and Associates, S.C., is attempting to collect a debt and any information obtained will be used for that purpose.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

October 29, 2018

**NOTICE REQUIRED BY THE FAIR DEBT
COLLECTION PRACTICES ACT, (the Act),
15 U.S.C. Section 1692 As Amended**

1. O'Dess and Associates, S.C. is the creditor's law firm and is attempting to collect a debt for TCF National Bank. Any information the debtor provides to O'Dess and Associates, S.C. will be used for that purpose.

2. The amount of the debt as of October 26, 2016, is:

Principal	\$86,897.12
Interest	\$2471.84
Late Charges	\$300.00
Misc. Fees	\$40.00
Extension Fees	\$5053.50
PMT Protect Fee	\$130.00
Total	\$94,892.46

Since interest, late charges, and other charges may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing the check for collection. For further information, write the undersigned or call (414) 727-1591 and ask for attorney M. Abigail O'Dess.

3. The plaintiff as named in the attached summons and complaint is the creditor to whom the debt is owed.

4. The debt described in the complaint attached hereto and evidenced by the copy of the mortgage note attached hereto will be assumed to be valid by O'Dess and Associates, S.C., unless the debtor, within thirty days after the receipt of this notice, disputes the validity of the debt or some portion thereof.

5. The law does not require O'Dess and Associates, S.C. to wait until the end of the thirty-day period before suing you to collect this debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty-day period that begins with your receipt of this notice, the law requires our law firm to suspend efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

6. If the debtor notifies O'Dess and Associates, S.C. in writing within thirty days of the receipt of this notice that the debt or any portion thereof is disputed, O'Dess and Associates, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to the debtor by O'Dess and Associates, S.C.

7. If the creditor named as plaintiff in the attached summons and complaint is not the original creditor, and if the debtor makes a written request to O'Dess and Associates, S.C. within the thirty days from the receipt of this notice, the name and address of the original creditor will be mailed to the debtor by O'Dess and Associates, S.C.

8. Written requests should be addressed to Attorney M. Abigail O'Dess, O'Dess and Associates, S.C., Suite 403, 1414 Underwood Avenue, Wauwatosa, Wisconsin 53213.

If you have previously received a Chapter 7 Discharge in Bankruptcy, this correspondence should not be construed as an attempt to collect a debt.

SCHEDULE 1**Plaintiff**

1. That the plaintiff, TCF National Bank, is a national bank, duly organized and existing under the laws of the United States of America, with its offices located in care of John P. Harris, at 800 Burr Ridge Parkway, Burr Ridge, IL 60527.

Defendants

2. That the defendants, Brett J. Lettenberger and Carrie J. Lettenberger, husband and wife, are adult residents of the City of Sheboygan, County of Sheboygan, State of Wisconsin, residing at 914 Logan Avenue; that defendants' occupations are unknown.

3. That the defendant, TD Bank, USA, National Association, is a national bank, duly organized and existing under the laws of the State of Maine, with its main offices located in care of its President at 2035 Limestone Road, Wilmington, DE 19808; that said defendant, has, or may have, or may claim to have, an additional interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on July 14, 2015, No. 15SC001307 in favor of TD Bank USA, 3701 Wayzata Boulevard, Minneapolis, MN 55416 plaintiff, vs. Brett J. Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083-4851 defendant, in the sum of \$9,232.51.

4. That the defendant, Kohler Credit Union, is a state chartered credit union, duly organized and existing under the laws of the State of Wisconsin, with its main offices located in care of its president at 850 Woodlake Road, Kohler, Wisconsin; that said defendant has, or may

have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on October 12, 2015, No. 15SC002028 in favor of Kohler Credit Union, 905 South Taylor Drive, Sheboygan, WI 53081 plaintiff, vs. Carrie J. Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$5,644.88.

5. That the defendant, Midland Funding LLC, is a foreign limited liability company, duly organized and existing under the laws of the State of Delaware, licensed to do business in the State of Wisconsin, with its registered agent being Corporation Service Company, located at 8040 Excelsior Drive, Suite 400, Madison, Wisconsin 53717; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on November 16, 2016, No. 16SC002175 in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108 plaintiff, vs. Carrie Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$2,548.82.

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on August 22, 2018, No. 18SC001592 in favor of Midland Funding LLC, 2365 Northside Drive, Suite 300, San Diego, CA 92108 plaintiff, vs. Carrie Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$1,178.77.

6. That the defendant, Prevea Health Services, Inc., is a domestic business, duly organized and existing under the laws of the State of Wisconsin, with its registered agent being Michael Cottrell, located at 2710 Executive Drive, Green Bay, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on January 3, 2018, No. 17SC002490 in favor of Prevea Health, PO Box 19041,

Green Bay, WI 54307 plaintiff, vs. Carric Lettenberger and Brett Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$1,921.21.

7. That the defendant, Cach LLC, is a foreign corporation, duly organized and existing under the laws of the State of Colorado with its principal place of business located in care of its president or director at 1675 Broadway, Suite 1200, Denver, CO 80202; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on July 19, 2018, No. 18CV000086 in favor of CACH, LLC, 3033 Campus Drive, Suite 250, Plymouth, MN 55441 plaintiff, vs. Carric Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083-4851 defendant, in the sum of \$21,153.75.

8. That the defendant, Health Payment Systems, Inc., is a domestic business, duly organized and existing under the laws of the State of Wisconsin, with its principal place of business located in care of Corporation Service Company, located at 8040 Excelsior drive Suite 400, Madison, Wisconsin; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on August 8, 2018, No. 18SC001565 in favor of Health Payment Systems, Inc., 613 Williamson Street, Suite 201, c/o McDorman Law Office, Madison, WI 53703 plaintiff, vs. Brett Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$3,452.72.

9. That the defendant, City of Sheboygan, is a body politic and a body corporate, duly organized and existing under the laws of the State of Wisconsin, with its offices located in care of the City Clerk at 828 Center Avenue, Sheboygan, WI 53081; that said defendant has, or may have, or may claim to have, an interest or lien in the subject premises by virtue of the following:

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on August 16, 2018, No. 18TJ000186 in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081 plaintiff, vs. Carrie J. Lettenberger and Brett J. Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$691.00.

Judgment docketed in the Office of the Clerk of Courts for Sheboygan County on August 16, 2018, No. 18TJ000187 in favor of the City of Sheboygan, 828 Center Avenue, Sheboygan, WI 53081 plaintiff, vs. Carrie J. Lettenberger and Brett J. Lettenberger, 914 Logan Avenue, Sheboygan, WI 53083 defendant, in the sum of \$691.00.

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Real Estate and Non-Real Estate Secured and Unsecured Fixed or Variable Rate Note & Security Agreement CLOSED END

TCF NATIONAL BANK

Borrower(s): CARRIE J. LETTENBERGER Date of this Agreement: 06/08/2007

Co-Borrower(s): BRETT J. LETTENBERGER Account Number: [REDACTED]

Definitions. This Note and Security Agreement ("Agreement") states the terms of your loan with us. By signing below, you agree to all the terms of this Agreement. Terms following a checkbox apply only if the box is checked. The words "you" and "your" mean the Borrower and all persons signing this Agreement as Co-Borrowers. The words "we," "us," "our," and "TCF" mean TCF National Bank, 801 Marquette Avenue, Minneapolis, MN 55402 and its successors and assigns. "Successor" means a legal entity or person who by law succeeds to our legal rights and obligations under this Agreement. "Assignee" means an entity or person to whom we assign our legal rights and obligations under this Agreement. "Principal Balance" means the unpaid loan amount outstanding from time to time. "Mortgage" means any mortgage securing this Agreement as described on page 2 in the section labeled "Security."

Your Promise to Pay. To repay the loan we have made to you, you promise to pay us the Principal Balance plus interest on the Principal Balance. You also promise to pay funds for Escrow items in any Mortgage securing this Agreement as described on page 2 in the section labeled "Security," if required. We may direct you to pay someone else (this means that this Agreement is payable to us or our order). You must make all payments at our address shown on the statement or payment coupon, or at such other address we designate in a written notice to you that states the address is for the purpose of making payments ("Payment Address"). All payments must be made in U.S. Dollars. Payments you deliver to any address other than the Payment Address will not be considered made until we receive them at the Payment Address. The Initial Principal Balance of this loan is \$ 93,450.00. We will begin charging interest on 06/13/2007 ("Interest Start Date").

Interest Rate. You will pay us interest on the Principal Balance at:

[X] A fixed annual interest rate of 7.390%.

[] A variable annual interest rate equal to the Index rate described below ("Index Rate") _____ percentage points (the "Margin"). At the end of each month, we calculate the interest you owe for the month. The interest amount you owe for the month is the sum of the interest you owe for each day of that month.

To calculate the interest you owe for each day of a month, we multiply the daily interest rate for that day by the Principal Balance at the end of the day. To determine the daily interest rate, we divide the annual interest rate for the day by 365 (366 in a leap year).

The annual interest rate will be based on, and will change according to, the Index Rate as described below. We calculate the Principal Balance at the end of the day by taking the Principal Balance at the beginning of the day, subtracting any reduction in the Principal Balance due to the application of payments or credits to your loan that occurred that day, and adding any amounts allowed by law to the Principal Balance that occurred that day.

The Index Rate for all days during a calendar month is the highest U.S. prime rate published in The Wall Street Journal (currently under the label "Money Rates") any time during that calendar month. If more than one U.S. prime rate is published, or if a range of rates is published, we will use the highest rate. If The Wall Street Journal discontinues publishing the Index Rate, we will pick a new Index rate and margin, and we will send you notice of the new Index rate and margin. The new Index rate will be the Index Rate and the new margin will be the Margin. The Index Rate may not be the lowest or best rate offered by us or other lenders.

The minimum "ANNUAL PERCENTAGE RATE" that can apply is 1.76 percentage points (1.76%) below your initial interest rate, or 5.00%, whichever is greater. The annual interest rate will never be higher than as stated below in the section labeled "Maximum Annual Interest Rate." The Index Rate published the previous business day is ____%. Therefore, the estimated beginning annual interest rate is ____% (unless the Index Rate changes on the date of this Agreement or before the Interest Start Date or before the end of the first calendar month after the date of this Agreement).

Maximum Annual Interest Rate. The maximum annual interest rate on this Agreement is ____%. However, the interest rate on this Agreement will never exceed the maximum rate permitted by applicable law, if any. If the maximum permitted rate is exceeded, we will refund the excess interest already collected from you. We may choose to make this refund by applying it to the Principal Balance or by making a direct payment to you.

[X] Discount for Automated Clearing House Payments (ACH) From Your TCF Checking or Savings Account

The annual interest rate has been reduced by one-quarter of one percentage point (0.25%) from what it otherwise would have been because you have agreed to make the payments by automatic withdrawal from a TCF Checking or Savings Account ("TCF Account"). If you or we cancel the automatic withdrawal (including cancellation because you or we close the TCF Account), the annual interest rate will be increased as of the date of cancellation by 0.25%. If this is a variable interest rate loan, the increase will also apply to all future interest rate changes. We will determine the annual interest rate increase by adding 0.25% to the annual interest rate (if the annual interest rate is fixed), or by adding 0.25% to the Margin (if the annual interest rate is variable). If this is an installment loan with a fixed annual interest rate, we will change the monthly payment to an amount that would be large enough to:

[X] repay the Principal Balance plus interest on the Principal Balance at the new interest rate in full by the final payment due date.

[] result in the same balloon payment on the final payment due date as the original payment schedule.

We will give you at least 25 days' notice of the change in payment before the new payment due date. If this is a single payment loan, we will increase the amount of the payment as necessary to pay the additional interest. If this is a variable interest rate loan, we will change the payments as described on page 2 in the section labeled "Changes in Payment Schedule Due to Changes in Annual Interest Rate."

Our Right to Cancel this Agreement. You have provided us with certain information regarding the real property securing this Agreement. We may cancel this Agreement without advance notice to you if we discover that any of the information you provided to us in your application or on your Affidavit of Borrower or Owner is inaccurate, fraudulent, incomplete or misleading in any manner, including, but is not limited to, information regarding: the ownership of any real property securing this Agreement; any Mortgages, liens or other encumbrances on the real property; the amount you owe for any items that could create liens or other encumbrances on the real property; the legal description of the real property; and any contracts or other agreements affecting the real property. If we cancel this Agreement, you must immediately repay the Principal Balance plus all unpaid interest, other charges, and other amounts you owe under this Agreement. If you fail to do so, you will be in default under this Agreement. If we cancel this Agreement, we are not required to loan you any part of the Principal Balance that has not already been loaned at the time of cancellation.

BY SIGNING BELOW, YOU STATE THAT YOU HAVE RECEIVED A COMPLETE COPY OF THIS AGREEMENT. BY SIGNING BELOW, YOU ALSO STATE THAT YOU HAVE READ AND AGREED TO ALL THE TERMS OF THIS AGREEMENT INCLUDING THE TERMS ON PAGES 2, 3, 4, 5, 6, 7 AND 8 OF THIS AGREEMENT. YOU AGREE THAT THE TERMS ON PAGES 2, 3, 4, 5, 6, 7 AND 8 ARE PART OF THIS AGREEMENT.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL EIGHT PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE AS SET FORTH IN THIS AGREEMENT.

Borrower CARRIE J. LETTENBERGER

Co-Borrower BRETT J. LETTENBERGER

You agree that this Agreement is subject to arbitration as set forth in a separate arbitration agreement dated the same day as this Agreement. You also acknowledge that you received and agree to the separate arbitration agreement.



Payment Schedule. You will repay the Principal Balance plus interest at the Payment Address according to the following schedule:

- Installment Loan.** (a) 359 equal monthly payments of \$848.03, on 07/18/2007, and on the 18th day of each succeeding month, beginning August 2007; plus (b) one final payment of the remaining Principal Balance and all other amounts that you owe under this Agreement on 09/18/2037.
- If checked, this final payment is a large balloon payment because you have selected:
- monthly payments based on an amortization term longer than the term of this Agreement.
- monthly payments which result in a specific final payment amount that you have selected.
- Single Payment Loan.** The Principal Balance, together with all interest and any other amounts that you owe under this Agreement, are due and payable in one payment on _____.

The Finance Charge shown in the separate Truth-in-Lending Disclosure Statement that we give you and the payment schedule shown above are based in part on our estimate of the interest you will owe. For variable interest rate loans, if the annual interest rate changes due to changes in the index rate, the interest you will actually pay will be different from our estimate and the payments will change as described below in the section labeled "Changes in Payment Schedule Due to Changes in Annual Interest Rate." For fixed and variable interest rate loans; if the annual interest rate changes due to cancellation of automatic withdrawal from a TCF Account, the interest you will actually pay will be different from our estimate and your payments will change as described on page 1 in the section labeled "Disclosure for Automated Clearing House Payments (ACH) From Your TCF Checking or Savings Account." For fixed and variable interest rate loans, if you make early or late payments, the interest you will actually pay will be different from our estimate because we accrue interest on the Principal Balance for each day any Principal Balance remains outstanding. This is true even if the annual interest rate does not change. For fixed interest rate loans, the last payment will be adjusted up or down to make up for any difference due to early or late payments. For variable interest rate loans, the last payment will be adjusted up or down to make up for any difference due to early or late payments since the last payment change, and any difference due to early or late payment for prior years will be reflected in each payment change described below in the section labeled "Changes in Payment Schedule Due to Changes in Annual Interest Rate."

Application of Payments. We may apply each of your payments first to any Escrow items in the Mortgage securing this Agreement as described below in the section labeled "Security," then to any late charges, then to any TCF Consumer Protection charges, then to any returned payment charges, then to any other charges you owe, then to the interest you owe, and then to reduce the Principal Balance (including any points and other charges you have financed).

- Changes in Payment Schedule Due to Changes in Annual Interest Rate.** If this is a variable interest rate loan, changes in the annual interest rate will affect the payments as follows. If this is an installment loan, the monthly payment will change annually on each anniversary date of the first payment due date (each anniversary of the first payment due date is called a "Payment Change Date"). For each Payment Change Date, we will determine the amount of the monthly payment that would be large enough to repay the Principal Balance and interest on the Principal Balance in full by the final payment due date. We will use the annual interest rate in effect on the date shown in the notice of payment change (referred to below) to make this calculation. The annual interest rate will continue to adjust between Payment Change Dates as described on page 1 in the section labeled "Interest Rate." Because the annual interest rate can change each month and the payment changes annually, it is possible that the regular monthly payment will not pay all interest that accrues on the Principal Balance. If the annual interest rate changes after the last Payment Change Date and before the final payment due date, the final payment will be adjusted so that the Principal Balance and interest you owe will be paid in full. If this is a single payment loan, the single payment consisting of the Principal Balance together with all interest and other amounts you owe under this Agreement will be adjusted to reflect the increased or decreased annual interest rate. We will give you at least 29 days' (but no more than 120 days') notice of any change in the payment. The annual interest rate in effect on the date 120 days before the final payment due will be the rate we charge after that date.

Prepayment of Principal Balance. You have the right to pay all or part of the Principal Balance at any time. If you prepay only part of the Principal Balance, you will still have to make the full scheduled monthly payments until this Agreement is paid in full. There is no additional charge or fee for prepayment.

Points and Other Prepaid Finance Charges. In addition to the interest you pay, we may have charged you "points" (sometimes called "loan discount") and other prepaid finance charges in this transaction. For real estate secured Agreements subject to the Real Estate Settlement Procedures Act, the points and other prepaid finance charges are shown on the HUD settlement statement we give you in connection with this Agreement. For all other Agreements, the points and other prepaid finance charges are shown on the Itemization of Amount Financed. If this Agreement is secured by a first mortgage on real estate and you prepay this Agreement in full, we will calculate a refund of the discount points and other prepaid finance charges according to Wisconsin Statute Section 139.052. If this Agreement is secured by a mortgage on real estate, other than a first mortgage, and the initial Principal Balance of this Agreement is \$25,000 or less, and you prepay this Agreement in full, we will calculate a refund of the discount points and other prepaid finance charges according to Wisconsin Statute Section 422.203. If this Agreement is secured by a mortgage on real estate, other than a first mortgage, and the initial Principal Balance of this Agreement is more than \$25,000, and you prepay this Agreement in full, you will not receive a refund of the discount points and other prepaid finance charges.

Late and Returned Payment Charges. If we do not receive a required payment in full on or before the 18th day after the due date at the Payment Address, you must pay a late charge equal to 5% of the unpaid portion of the payment amount (if the initial Principal Balance of this Agreement is \$25,000 or less, the late charge will not be more than \$10.) If the 18th day is a Saturday, Sunday or legal holiday as specified in 6 U.S.C. § 6103(a) ("Legal Holiday"), we will not charge you a late charge if we receive the payment in full on the next day that is not a Saturday, Sunday or Legal Holiday. We apply payments in the order in which they are due. We will not charge you a late charge on any payment when the only delinquency is due to late charges assessed on earlier payments and the payment is otherwise a full payment. You must pay \$10 for each check, automatic payment withdrawal request or other payment instrument that is returned unpaid. We will not assess the late charge on the single payment due on a single payment loan.

Furnishing Negative Information to Credit Reporting Agencies. We may report information about your Account to credit bureaus, late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

SECURITY

To protect us if you default under this Agreement, or any change, extension or renewal of this Agreement:

- Mortgage.** You give us a Mortgage dated the same date as this Agreement. You agree to comply with the terms of the Mortgage. The Mortgage will cover the real property located at:

014 LOGAN AVE, SHEROYGAN WI 03083

We will not release the Mortgage until you have paid us everything you owe under this Agreement. The Mortgage contains additional terms regarding your and our duties and obligations.

- Security Agreement.** You give us a security interest in the following property ("Collateral"):

This security agreement does not apply to personal property that is your principal dwelling if we fail to provide any required notice of right to rescind.



Accessions and Proceeds. To protect us if you default under this Agreement and any changes or extensions to or renewals of this Agreement, you also give us a security interest in any "accessions" to and "proceeds" of any Collateral described above, all of which will be included in the term "Collateral." "Accessions" means any goods installed in or attached to the Collateral. "Proceeds" means any money or property due you from the loss, destruction or sale of the collateral. Accessions and Proceeds are further defined in Article 9 of the Uniform Commercial Code.

Ownership of the Collateral. You represent that you and any Collateral Owner signing this Agreement have full ownership of all the Collateral. You represent that no one else has an interest in the Collateral, including a lien, other than an acceptable interest of which we have been advised in writing in our inspection of the title to the Collateral (for example, a first-lien on your car that is already noted on the title). You will not sell or give anyone else an interest in any of the Collateral without our written permission. You will keep the Collateral free from all other claims (such as taxes and liens). You will assist us and sign any documents necessary to perfect our security interest in the Collateral (such as ensuring that financing statements or certificate of title documents are filed on the Collateral).

Care of the Collateral. You will:

- Keep all the Collateral in good repair and working order.
- Replace broken and worn parts.
- Allow us to inspect the Collateral as we wish.
- Notify us in writing immediately of any loss or damage to the Collateral.

Insurance. This section only applies if the initial Principal Balance of this Agreement is more than \$800. You will keep the Collateral insured against:

- Fire (including extended coverage).
- Theft and collision (for motor vehicles).
- Any other risks we name.

You may buy the insurance from anyone you want, but the insurance company and the amount of the insurance must be acceptable to us. You will have the insurance company name us in the policy as a secured party, and you will give us a copy of the policy. You will instruct each issuer of an insurance policy to pay any claims directly to us and to notify us in writing at least 30 days before ending coverage. You assign any insurance payments to us as additional security.

Notice: Unless you provide us with evidence of the insurance coverage required by this Agreement, we may purchase insurance at your expense to protect our interests in the Collateral. This insurance may, but need not, also protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the Collateral. You may later cancel any insurance purchased by us, but only after providing us with evidence that you have obtained insurance as required by this Agreement. If we purchase insurance for the Collateral, you will be responsible for the costs of that insurance, including interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to the Principal Balance. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own.

Location of Property. You will not remove any Collateral from the United States. You will not keep Collateral in any county or state unless a financing statement has been filed there showing us as the secured party. If one is required to be filed there to perfect our security interest, you will not remove Collateral from the state where you currently live without our written permission. If there is a certificate of title showing title to any Collateral, you will file any amendment or other documentation required to protect our security interest.

Our Right to Take Action. You will:

- Take care of the Collateral as required under "Care of the Collateral."
- Keep the Collateral insured as we ask as required under "Insurance."
- Cooperate with us in making sure that necessary financing statements or certificate of title documents are filed.
- Fulfill every other promise you have made in this Agreement.

If you do not do any one of these, then we may (if we choose) take the necessary steps to protect our interest in the Collateral. For example, we may pay taxes, insure the Collateral, file financing statements, or make repairs. If we advance any money, you agree to pay us the amount advanced with interest at the same annual interest rate you pay on this Agreement (as that annual interest rate may change from time to time), but not more than the maximum rate allowed by law.

Special Rules for Securities. If any of the Collateral consists of stocks, bonds or other types of securities, the following conditions will apply:

- You will endorse these securities at our request so that we can transfer them. If we ask you to, you will also deliver to us anything that you receive from the issuer of those securities. For example, you will deliver any money, notices and additional securities that you receive from the issuer because you own the securities. Whatever you deliver to us will be Collateral subject to this Agreement.
- We may notify the issuer of those securities of our security interest. We may require the issuer to make any payments to us directly, and we may sue the issuer if they do not pay as required.
- If your securities are issued by or held by another party, such as your broker, you will obtain from such party a signed contract agreement that we may require to perfect or enforce our security interest in the Collateral.

ADDITIONAL TERMS OF YOUR LOAN

Financial Information. Whenever we ask, you will furnish us with current information about the value of any Collateral or real property securing this Agreement. You agree that we may obtain and use credit information about you from others as described in the loan application. You agree that we may report information about your credit to others at any time. See TCF's Privacy Policy for information on your right to direct us not to share certain information.

Other Promises. You will:

- Provide us with financing statements at our request.
- Assist us and do whatever is necessary to perfect our security interest in the Collateral or real property securing this Agreement.
- Make sure our security interest is properly shown on the certificate of title. If the Collateral includes a motor vehicle or other property represented by a certificate of title.
- Notify us immediately in writing if you change your address.
- Not use any Collateral or real property securing this Agreement for any unlawful purposes.



Setoff. To protect us if you default under this Agreement, and any amendment, extension, or renewal of this Agreement, we may use any of your property in our possession or control to pay what you owe under this Agreement (called "setoff"). This includes any money you have on deposit with us. We may use this property or money without giving you any notice. We will not be liable for the dishonor of any check, automatic payment withdrawal request or other payment instrument if the dishonor occurs because we exercised our setoff rights. You will assume the liability and relieve us of all responsibility for any claims, damages, or liabilities that occur because we exercised our setoff rights.

Changes, Waivers and Duty in Enforcement. This Agreement cannot be changed unless we agree in writing. We can elect not to enforce or delay enforcement of our rights under this Agreement without losing them. For example, we may accept late payments from you without waiving our right to require that future payments be made on time. If we release any of you from this Agreement, the last of you will not be released. If we exchange or release any collateral or real estate that secures this Agreement, you will not be released. We do not have to use any legal remedies against one of you before we use our legal remedies against any of you. You agree to any changes, amendments and any conditions we give to you of this Agreement. You agree to give up your rights to require us to: (1) demand payment of amounts due (periodically); (2) obtain official certification of nonpayment (protest); (3) notify you that amounts due have not been paid (notice of dishonor); or (4) give you any other notice except as required in this Agreement.

Notice Regarding TCF Command Protection Purchases. If you purchase TCF Command Protection, you understand that we or an affiliate of ours may receive something of value from the purchase.

Tax Deductibility. You should consult a tax advisor regarding the deductibility of interest and charges for this Agreement.

Costs and Attorneys' Fees. To the extent not prohibited by law, you will pay all of our reasonable costs and attorneys' fees in collecting, enforcing, or taking any other legal actions if you are in default. To the extent permitted by the United States Bankruptcy Code, you will also pay the reasonable attorneys' fees and costs we are charged to collect this debt as awarded by any court under the Bankruptcy Code.

Default and Remedies. If the initial Principal Balance of this Agreement is \$25,000 or less and this Agreement is secured by a mortgage, other than a first mortgage, or it is unsecured, you agree that you will be in default if any of the following events occur:

- (1) (a) if the interval between scheduled payments is two months or less: you have outstanding an amount exceeding one full payment which has remained unpaid for more than ten days after the scheduled or deferred due dates, or you fail to pay the first payment or the last payment within forty days of its scheduled or deferred due date;
- (b) if the interval between scheduled payments is more than two months: you have all or any part of one scheduled payment unpaid for more than sixty days after its scheduled or deferred due date;
- (c) if this Agreement is scheduled to be repaid in a single payment: you have all or any part of the payment unpaid for more than forty days after its scheduled or deferred due date; or
- (d) if this Agreement is for an agricultural purpose: you fail to pay the first or the only payment when due or to pay any other payment within forty days of its original or deferred due date. (For purposes of this paragraph, the amount outstanding shall not include any delinquency or default charges and shall be computed by applying each payment first to the installment most delinquent and then to subsequent installments in the order they come due.)
- (2) You fail to observe any other provision of covenant of this Agreement, the breach of which materially impairs the condition, value or protection of our right in any collateral securing this Agreement, or materially impairs your ability to pay amounts due under this Agreement.

If you are in default, we may:

- (1) declare your entire unpaid balance due and payable, following notice of your right to cure any default and an opportunity to cure, if required by Wisconsin statute section 425.105; and
- (2) exercise any rights provided by this Agreement, any security Agreement provided in connection with this Agreement; or any applicable federal or state law. If the principal of your Agreement is more than \$25,000 or is secured by a first mortgage, you agree that you will be in default if any of the following events occur:

- You do not make any payment under this Agreement promptly when the payment is due.
- You fail to perform any other part of this Agreement.
- You fail to perform any part of (or are in default under) any Mortgage securing this Agreement or any other agreement you have with us, whether or not related to this Agreement.
- You make a false or misleading statement to us in any credit application, whether or not related to this Agreement.
- You or any guarantor of this Agreement files a petition under the bankruptcy laws, or someone files a bankruptcy petition against you or any guarantor of this Agreement.
- You file or any guarantor of this Agreement dies (our rights in this instance may be limited as set out in Title 12 of the Code of the Federal Regulations Section 601.5).
- Someone tries to take the collateral or real property securing this Agreement from you by legal proceedings.
- The value of any collateral or real property securing this Agreement goes down substantially.
- We find in good faith that you are not able or willing to live up to the terms of this Agreement.
- You sell or give anyone else an interest in any of the collateral without written permission from us.

If there is a default, we may demand immediate payment, and you agree to pay the entire amount you owe us under this Agreement. If we do demand immediate payment in full, the Finance Charge will be figured by using the Annual Percentage Rate that is in effect on the day we demand immediate repayment. If there is a default we may also exercise our rights under any separate security Agreement that secures this Agreement or any rights we have under any federal or state law.

If we choose any one of these remedies, we do not give up our right to use any other remedy later.

Agreement Binding. You understand that this Agreement is binding on your heirs and your legal representatives. This Agreement, the Arbitration Agreement, and any Mortgage securing this Agreement, as described on page 2 in the section labeled "Security," are the final and complete expression of the agreement between you and us.

More Than One Signer. Whether you sign this Agreement as an individual or as one of a group, you are each fully responsible for all the obligations owed to us.

Severability. If any provision of this Agreement is found to be unenforceable, all other provisions will remain in full force and effect.

Governing Law. You agree that this Agreement will be governed and interpreted by federal law applicable to national banks. Federal law governs all fees and charges, including interest, that relate to this Agreement. Under Section 85 of the National Bank Act, we refer to Wisconsin substantive law to determine the highest rate of interest permissible for any competing lender.

Service of Process. If a dispute arises and you file a lawsuit against us, service of process must be made on TCF at the following address:

TCF NATIONAL BANK
ATTN LEGAL DEPARTMENT
MAIL CODE 350-06-0
600 BURR RIDGE PARKWAY
BURR RIDGE IL 60527



If this box is checked, the following notice applies:

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

CREDIT INFORMATION

If at any time you feel that any information we may furnish to any consumer reporting agency is inaccurate, you can send us written notice of the inaccurate information to:

TCF NATIONAL BANK
ATTN: CUSTOMER SERVICE
MAIL CODE 002-01-P
101 EAST FIFTH STREET STE 101
ST PAUL MN 55101

Please include the account number(s), a description of the inaccurate information, and the nature of the inaccuracy of the information.

GUARANTEE

By signing below, you agree to pay this Agreement if the Borrower or Co-Borrower does not. You will pay this Agreement when it becomes due, whether or not we have made any effort to collect this Agreement from any Borrower or Co-Borrower or to possess or foreclose any Collateral or real property securing this Agreement. You will continue to be responsible even if we exchange or release any Collateral or real property securing this Agreement, agree to any changes in this Agreement (including an extension of the required time for payment), or release any other person from responsibility for this Agreement. You will pay our reasonable attorneys' fees to collect this guarantee, unless prohibited by law. By signing below, you acknowledge that you received and agree to the separate arbitration agreement dated the same day as this Agreement.

Guarantor (Signature) _____ (Print Name) _____ (Date) _____

COLLATERAL OWNER

By signing below as Collateral Owner, you give us a security interest in any Collateral and a separate Mortgage on any real property described on page 2 in the section labeled "Security" to protect us if the Borrower or Co-Borrower defaults under this Agreement. If this Agreement is secured by Collateral, you agree to the terms on page 2 in the section labeled "Security Agreement." If this Agreement is secured by your interest in real property, you agree to the terms of the Mortgage. You will have no personal obligation to repay this Agreement, but you agree that we have all of the rights in any Collateral or any real property securing this Agreement as provided in this Agreement and the Mortgage, as applicable. By signing below, you acknowledge that you received and agree to the terms of the separate arbitration agreement dated the same day as this Agreement.

Collateral Owner (Signature) _____ (Print Name) _____ (Date) _____

Collateral Owner (Signature) _____ (Print Name) _____ (Date) _____

NOTICE REGARDING USE OF CREDIT REPORT

If this Agreement is secured by your residence or other residential real property, the interest rate and initial Principal Balance of this Agreement are based in whole or in part on information obtained from the credit bureau below. If this Agreement is unsecured, the initial Principal Balance of this Agreement is based in whole or in part on information obtained from the credit bureau below.

TransUnion
2 Baldwin Place
P.O. Box 1000
Chestor, PA 18022
(800) 888-4213

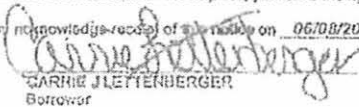
Experian
701 Expedan Parkway
P.O. Box 2002
Allen, TX 75013-0035
(888) 397-3742
www.experian.com/reportaccess

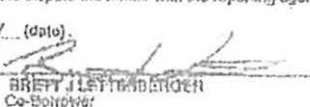
Equifax
P.O. Box 10E873
Atlanta, GA 30348
(800) 685-1111

Other: _____

You have a right under the Fair Credit Reporting Act to know the information contained in your credit file at the consumer reporting agency. This reporting agency played no part in our decision and is unable to supply specific reasons as to how we determined your interest rate or the initial Principal Balance of this Agreement. You also have a right to a free copy of your report from the reporting agency, if you request it no later than 60 days after you receive this notice. In addition, if you find that any information contained in the report you receive is inaccurate or incomplete, you have the right to dispute the matter with the reporting agency.

By initialing, you acknowledge receipt of this notice on 06/08/2007 (date).


CARRIE J LETTENBERGER
Borrower


BRETT J LETTENBERGER
Co-Borrower

TCF[®] COMMAND PROTECTION

If you elect to purchase TCF Command Protection, these terms and conditions are included as part of the terms of this Agreement. The monthly fee and Escrow items will not be waived (they will be due) during any deferral period for the deferral events described below. The monthly fee is waived for the months covered by an approved Death Waiver request, but Escrow items will not be waived (they will be due) during that period. TCF Command Protection is not available on unsecured or non-real estate secured loans or on real estate secured loans with an original Principal Balance of \$10,000 or less, or after the Borrower and, if applicable, Co-Borrower turn 71.

Death Waiver. For the monthly fee shown on page 8, TCF will waive the principal and interest portion of up to six (6) monthly payments (up to a maximum of \$25,000) owing under this Agreement upon death of Borrower or, if applicable, Co-Borrower resulting from any cause except as explained below. Important exclusions apply; see the following paragraph and Important Exclusions.

We agree to waive the monthly principal and interest payment you owe to us under this Agreement as of the date of your death, up to a maximum of six (6) monthly payments for Borrower or, if applicable, Co-Borrower up to \$25,000 (this means that the maximum waiver would be \$50,000 if both Borrower and Co-Borrower died and were under 71 at the date of death). In the event of your death subject to the limitations stated in this TCF Command Protection provision, TCF Command Protection is subject to any one or more of the following exclusions:

Important Exclusions

- Death resulting from suicide while sane or insane.
- Death resulting from intentionally self-inflicted bodily injury while sane or insane.
- Death resulting from war or act of war, whether declared or undeclared unless serving in active military duty on the date of death.
- Death after the Borrower turn 71. If there is both a Borrower and a Co-Borrower, the Death Waiver and deferral features apply only to each until they turn 71. After that time, the Death Waiver and deferral features only apply to the other Borrower until they turn 71, at which time the TCF Command Protection is not in effect for any party.
- If you have a preexisting condition, we will not waive any payments if you die and the death occurs within six months after the date of this Agreement and is caused or substantially contributed to by an illness, injury or condition that required medical advice, diagnosis or treatment within six months prior to the date of this Agreement.
- You cannot request a Death Waiver and a deferral based on the same event.

Waiver means that the monthly principal and interest is no longer due to TCF. No payments are made to you or any other party. You, your estate, or heirs may incur a federal, state and/or local income tax as a result of the Principal Balance and Finance Charge waiver. Any waiver will be applied in the same manner described on page 2 in the section labeled "Application of Payments." You should consult your tax advisor.

Disability, Involuntary Unemployment, Family Leave, Military Leave, Life Event and Identity Theft Deferral. In addition, for no additional charge, TCF will defer (but not waive) the interest on the scheduled monthly principal and interest payments during periods of total disability¹, involuntary unemployment², family leave³, military leave⁴, life events⁵ or identity theft⁶ ("deferral events") subject to the limitations below. Deferral means that once approved and during an approved period(s) of deferral, you do not need to make the scheduled monthly payment(s) during the period of deferral. The monthly fee for TCF Command Protection will be added to the scheduled monthly payments and will not be waived but will be due during deferral periods. In addition, the amount due each month for any Escrow items will be due during deferral periods. This is a payment deferral feature only. Interest will continue to accrue according to this Agreement on the unpaid Principal Balance and the Principal Balance is not reduced. Because of the deferral, you will have a remaining balance due on the final due date shown on page 2 in the section labeled "Payment Schedule." After the final due date, you will continue to make monthly payments to us until your debt is paid in full. The amount of each monthly payment will be equal to the amount of the last regularly scheduled monthly payment. Deferrals will not cure any prior payment or other delinquency. If any prior delinquency is not cured, we may continue to pursue our remedies based on the prior delinquency, and the Principal Balance, including any payments that have been deferred, may be accelerated. If you pay off your loan before the scheduled final due date, and you have received a deferral of any monthly payment(s), your payoff balance will include the interest that accrued during the deferral period(s), any unpaid fees and charges, and the remaining Principal Balance.

Here is an example of how the deferral works. Assume that you:

- Have a 15-year loan with an Interest Start Date of January 1, 2000 and a first payment date of February 1, 2000.
- Have an annual interest rate of 7% that remains constant until the final due date.
- Have an original Principal Balance of \$50,000.
- Make your regular scheduled monthly payment of \$449.41.
- Have a final due date of January 1, 2015.
- Were ill and could not work for five months beginning January 15, 2002, and the Principal Balance was then \$45,771.30.
- Were approved for a deferral period of five months.
- Do not make any principal payments during the deferral.

If all of these are true, the scheduled monthly payments for February, March, April, May and June 2002 would be deferred and interest would continue to accrue on the Principal Balance. In addition, the Principal Balance of \$45,771.30 would stay the same. After January 1, 2015, you will continue to make monthly payments, in the same amount as your last regularly scheduled monthly payment, until your loan is paid in full. Assuming that after the deferral in this example you resumed regular and timely monthly payments in July 2002, you will have to make eight more payments of \$449.41 beginning with the January 1, 2015 payment, and a final payment of \$417.88 on September 1, 2015 to pay your loan in full.

Conditions and Exclusions. Normal pregnancy or self-inflicted injury is not a disability. You must be disabled at least 14 consecutive days to qualify for a disability deferral, and must be working for 30 or more hours per week. You must be completely unemployed for at least 30 consecutive days and qualify for unemployment benefits under state unemployment law, and register to work with a state unemployment office or a recognized employment agency to qualify for a deferral for involuntary unemployment. If you are not eligible for unemployment benefits under state unemployment law for any reason (for example, you lack a social security number, are terminated for cause or are self-employed and do not receive a W-2), you will not be eligible for this deferral event. You must not have been notified, either orally or in writing, of pending layoff, employment termination, strike or lockout prior to the date of this Agreement to qualify for a deferral for involuntary unemployment. The maximum total number of months of deferral under this provision is 12 months for disability, 12 months for involuntary unemployment, six months for family leave (no more than three per family leave event), 12 months for military leave, six months for life events (no more than two months per life event), and two months for identity theft, counting all periods of deferral that might occur during the term of this Agreement. The maximum number of months for a single family leave event is three months and for a single life event is two months, and the total number of months of deferral during the term of this Agreement for all deferral events counting all periods of deferral that might occur during the term is 24 months.

¹ That is, you must be unable to perform the duties of your occupation for wage or profit because of sickness or accidental injury to qualify for disability deferral.

² Involuntary unemployment includes involuntary layoff, termination by employer, and inability to work as a result of a general strike or unionized labor dispute.

³ Family leave is defined in the Federal Family and Medical Leave Act of 1993.

⁴ Military leave is being called to active military duty after the date of this Agreement. If you are on active military duty on the date of this Agreement, military leave deferral is not available unless you leave active military duty and are called back to active military duty. Note: A request for deferral of the scheduled monthly payments during periods of military leave does not waive or invoke any rights that you may have under the Servicemembers Civil Relief Act.

⁵ Life event includes death or hospitalization of a spouse, child, step-child, parent or legal guardian of the Borrower or Co-Borrower. It also includes a change in marital status of the Borrower or Co-Borrower, or the birth or adoption of a child by the Borrower or Co-Borrower. Note: A request for both family leave and life event deferral cannot be made based on the same event.

⁶ Identity theft is use or theft of your personal information by another without your permission to commit fraud or other crimes.

If you have a preexisting condition, we will not defer any payment if you become disabled and the disability occurs within six months after the date of this Agreement and is caused or substantially contributed to by an illness, injury or condition that required medical advice, diagnosis or treatment within six months prior to the date of this Agreement.

You may initiate a waiver or deferral request by calling 800-345-8192 or such other number if we notify you in writing of the plan number. Until your request is approved, you must continue to make any scheduled payments that become due. Scheduled payments prior to approval of your request will not be deferred. All deferrals will be applied to scheduled payments after the date of our approval of your request. The number of monthly payments approved for deferral is determined by counting the number of full or partial months after the waiting period, if any, to meet. Assuming all other requirements are met:

- For involuntary unemployment deferrals, a deferral of one monthly payment will be approved for a period of unemployment of 30 days.
- For disability deferrals, a deferral of one monthly payment will be approved for periods of total disability continuing from 14 - 30 days.
- For military leave and family leave deferrals, a deferral of one monthly payment will be approved for a deferral event continuing from 1 - 30 days.
- For life event deferrals due to hospitalization, a deferral of one monthly payment will be approved for a deferral event continuing from 5 to 30 days.
- For all identity theft deferrals and life event deferrals other than due to hospitalization, a deferral of two monthly payments will be approved for a deferral event. For all other deferral events, a deferral of two monthly payments will be approved for deferral event periods continuing from 31 - 60 days.
- For all deferral events except life events or identity theft, a deferral of three monthly payments will be approved for deferral event periods continuing from 61 - 90 days, and so forth (subject to the maximum number of monthly payments eligible for deferral by type and total described on page 8 in the section labeled "Conditions and Exclusions").

Notice of your request must be furnished within 180 days after death, disability, involuntary unemployment, family leave, military leave, life event or identity theft occurs, and you must return any forms and provide any information we request within 60 days of our request. We require written proof of death (such as a certified copy of a death certificate). We require written proof of disability, involuntary unemployment, family leave, military leave, life event or identity theft for the entire period of the deferral event. We reserve the right to require you to give us proof of your continuing disability, involuntary unemployment, family leave or military leave at reasonable intervals in order to justify the continuance of the deferral. We will require information for each type of request you make.

Information you require from you will include, but is not limited to, the following:

- If requesting death waiver or a life event deferral due to death, we must be furnished with a certified copy of the death certificate.
- If requesting deferral due to disability, you will be sent an information request form within 15 days after your notice is given, and proof of disability must include the date and cause of the total disability, the signature of treating physician, and verification from your employer that you are working 30 or more hours per week.
- If requesting deferral due to a period of involuntary unemployment, you must qualify for unemployment benefits under state unemployment law and register to work with a state employment office or a recognized unemployment agency within fifteen (15) days after the last day employed and remain so registered during the request period if the unemployment occurred as a result of other layoff or employer termination. In the event that registration occurs after the first fifteen (15) days of unemployment, you will not be eligible for payment deferral for the time that you were not registered, but requests will be processed retroactively to the date of registration. You must provide us with a copy of your registration.
- If requesting deferral due to family leave, we must be furnished with a copy of your employer's grant of family leave under the Federal Family and Medical Leave Act of 1993. (If your employer is not subject to the Federal Family and Medical Leave Act of 1993 we will require documentation from your employer similar to that required by the Act.)
- If requesting deferral due to military leave, we must be furnished with a copy of your orders to active duty.
- If requesting life event deferral due to hospitalization, we must be furnished with a proof of stay completed by a doctor or the hospital.
- If requesting life event deferral due to change in marital status, we must be furnished with a copy of a marriage certificate, filed legal separation papers, or divorce decree.
- If requesting life event deferral due to birth or adoption of a child, we must be furnished with a copy of the birth certificate or the adoption papers.
- If requesting identity theft deferral, we must be furnished with a copy of the police report or the identity theft paperwork filed with the credit bureau or your financial institution.

Eligibility for Features (subject to the limitations in this TCF Command Protection provision).

If you are employed (30 hours or more a week and received a form W-2), you are eligible for all seven features (death waiver, disability deferral, involuntary unemployment deferral, family leave deferral, military leave deferral, life event deferral and identity theft deferral) on the date of this Agreement if Borrower, or, if applicable, Co-Borrower are not 71 on the date of this Agreement.

If you are self-employed, you are eligible for the death waiver, and the disability, family leave, military leave, life event and identity theft deferral features if Borrower, or, if applicable, Co-Borrower are not 71 on the date of this Agreement, but not the involuntary unemployment deferral feature on the date of this Agreement. However, if you become employed (30 hours or more a week and receive a form W-2) at any time during the term of this Agreement, you become eligible for the involuntary unemployment deferral feature for a future period. You may then request to defer your monthly payment obligation for a future period of involuntary unemployment.

If you are unemployed, disabled, or retired, you are eligible for the death waiver, and the military leave, life event and identity theft deferral features if Borrower, or, if applicable, Co-Borrower are not 71 on the date of this Agreement, but not the involuntary unemployment, disability, and family leave deferral features on the date of this Agreement. However, if you become employed (30 hours or more a week and receive a form W-2) at any time during the term of this Agreement, you become eligible for the involuntary unemployment, disability and family leave deferral features for a future period. You may then request to defer the scheduled monthly payment obligation for a future period of involuntary unemployment, for a future period of disability, or for a future period of family leave.

Refinanced Agreement. If TCF Command Protection is purchased as part of this Agreement, and this Agreement refinances an existing TCF loan agreement ("old loan"), and you purchased TCF Command Protection or Debt Waiver in connection with the old loan, then any deferral event which existed at the time of this Agreement ("preexisting event") will be eligible for deferral under this Agreement without regard to the limitation for preexisting conditions discussed in the paragraph above beginning with "If you have a preexisting condition."

CARRIE J LETTENBERGER

THE FOLLOWING TABLE SUMMARIZES THE ABOVE EMPLOYMENT ELIGIBILITY REQUIREMENTS. THE "X" REPRESENTS WHICH FEATURE(S) YOU ARE ELIGIBLE TO RECEIVE AT THE DATE OF THIS TCF COMMAND PROTECTION PROVISION.

	Death Waiver	Disability Feature	Involuntary Unemployment Feature	Family Leave Feature	Military Leave Feature	Life Event Feature	Identity Theft Feature
Fully Employed	X	X	X	X	X	X	X
Self Employed	X	X		X	X	X	X
Unemployed	X				X	X	X
Disabled	X				X	X	X
Retired	X				X	X	X

Date of Birth

I certify that my current age and date of birth on the date of this Agreement is: Borrower's Age 32 Date of Birth [redacted] Co-Borrower's Age 29 Date of Birth [redacted]

Employment Status

I have NOT been notified, either orally or in writing, of pending layoff, employment termination, strike or lockout and my employment status at the present time is:

- Borrower
 - Fully Employed
 - Unemployed
 - Retired
 - Self-employed
 - Disabled
- Co-Borrower
 - Fully Employed
 - Unemployed
 - Retired
 - Self-employed
 - Disabled

IF YOU MISSTATE ANY OF THE ABOVE INFORMATION, YOU MAY NOT BE OBLIGATED UNDER THIS TCF COMMAND PROTECTION PROVISION.

All statements by you for TCF Command Protection have been made to the best of your knowledge and belief. After two years from the date of this Agreement, no statement made by you for TCF Command Protection can be used to void TCF Command Protection or to deny any death waiver or payment deferral request unless that statement was made fraudulently. Prior to that time and at any time if a statement was fraudulently made by you, we may use the statements by you to void TCF Command Protection or deny any death waiver or payment deferral request.

TCF COMMAND PROTECTION NOTICE

TCF COMMAND PROTECTION IS NOT REQUIRED TO OBTAIN CREDIT, AND WILL NOT BE PROVIDED UNLESS YOU SIGN AND AGREE TO PAY THE ADDITIONAL COST. ONLY THE BORROWER(S) SHOWN BELOW ARE INCLUDED.

BASED ON THE INFORMATION YOU HAVE PROVIDED TO US, UNLESS TCF COMMAND PROTECTION IS CANCELED, THE MONTHLY FEE FOR TCF COMMAND PROTECTION IS \$32.50 EACH MONTH OF THE TERM OF THIS AGREEMENT FOR THE BORROWER AND, IF APPLICABLE, CO-BORROWER. THE TOTAL COST FOR ONE YEAR WOULD BE \$390. THE MONTHLY FEE WILL BE ADDED TO THE SCHEDULED MONTHLY PAYMENT AMOUNT LISTED IN THIS AGREEMENT AND WILL NOT BE INCLUDED IN YOUR LOAN AMOUNT. NO MONTHLY FEES WILL BE DUE FOR TCF COMMAND PROTECTION AFTER THE ANNIVERSARY DATE OF THIS AGREEMENT THAT OCCURS AFTER THE PRINCIPAL BALANCE BECOMES LESS THAN \$10,000.

AMOUNT OF DEATH WAIVER. The amount of the death waiver may be less than the amount you owe under this Agreement. You understand that we will waive the principal and interest portion of up to six monthly payments not to exceed \$26,000 in the event of Borrower's (or Co-Borrower's, if applicable) death (this means that the maximum waiver would be \$50,000 if both Borrower and Co-Borrower died and were under 71 at the date of death). If the waived principal and interest does not fully pay the loan, the excess will still be due in the event of your death. This means that you (or your estate) would owe a balance on this Agreement even if the death waiver is applied to the amount owing on this Agreement.

CANCELLATION/TERMINATION. You may cancel TCF Command Protection at any time. We may cancel TCF Command Protection if this Agreement becomes 150 days delinquent or we charge off this Agreement. TCF Command Protection is automatically canceled after both Borrower, and, if applicable, Co-Borrower turn 71.

DEFERRAL FEATURES. You understand that the disability, involuntary unemployment, family leave, military leave, life event and identity theft features are deferrals and not waivers. You understand that you will still have to pay the payments deferred, that interest continues to accrue during the deferral period(s), that the final due date will be extended due to the deferral(s), and that the Principal Balance is not reduced by the deferral(s). This means that you will have a remaining balance on the scheduled final due date. After the scheduled final due date, you will continue to make monthly payments to us until your debt is paid in full. You understand that TCF Command Protection only allows 12 total months of deferral for disability, 12 total months of deferral for involuntary unemployment, six total months of deferral for family leave, 12 total months of deferral for military leave, six total months of deferral for life events, and two total months of deferral for identity theft during the term of this Agreement. The 12-month, six-month, and two-month limits include all periods of deferral that occur during the term of this Agreement. In addition, you understand that TCF Command Protection only allows a total of two total months of deferral for any single life event, three total months of deferral for any single family leave event and a total of 24 months of deferral for all deferral events.

REFUND: You understand that the monthly fee is paid with each monthly payment for a prior period to which it applies (in arrears). If you prepay this Agreement, no fee will be charged for days after the date of prepayment. Therefore, no portion of the fee will be refunded in the event you prepay this Agreement in full because no portion of the fee for TCF Command Protection is unearned.

I/We want TCF Command Protection. This will make my initial total monthly payment equal to \$579.33, plus any escrow amounts, if applicable.

ELECTION. By signing below, you state that you DO want TCF Command Protection for the Borrower(s) indicated by the box checked above. You also state that you have received a filled-in copy of this form before signing it. You also state that you understand that you, your estate, or heirs may incur a federal, state and/or local income tax as a result of the waiver of the indebtedness, and that you should consult your tax advisor. You also state that you understand that TCF Command Protection is canceled after Borrower, and, if applicable, Co-Borrower turn 71, and that the Death Waiver and deferral features are not available for the death or deferral events of either Borrower or Co-Borrower at the age of 71. The Death Waiver and deferral features are not available to Borrower after 11/3/2035 and, if applicable, Co-Borrower after 4/14/2032; or earlier if you are 65 or older at the time of death, or TCF Command Protection is cancelled.

Borrower: [Signature] 6-8-07 Date Co-Borrower: [Signature] 6-8-07 Date

- I/We decline TCF Command Protection.
- I/We understand that I/we do not qualify for TCF Command Protection because it is not available on unsecured or non-real estate secured loans or on real estate secured loans with an original balance of \$10,000 or less and that we cannot obtain TCF Command Protection.
- I/We understand that I/we do not qualify for TCF Command Protection because of age.

DECLINE. By signing below, you state that you DO NOT want, or do not qualify for, TCF Command Protection.

Borrower _____ Date _____ Co-Borrower _____ Date _____

1829776

SHERBOGAN COUNTY, WI
RECORDED ON
06/25/2007 11:38AM

ELLEN R. SCHLEICHER
REGISTER OF DEEDS

CONSUMER LOAN MORTGAGE

RECORDING FEE: 19.00
TRANSFER FEE:
EXEMPTION #

STAFF ID 9
TRANS # 100324
OF PAGES: 5

TCF NATIONAL BANK

Account Number: [REDACTED]

Return To:
TCF National Bank
P.O. Box 170095
Milwaukee, WI 53217-8995
Attn: Consumer Lending
Pin no. 59281-717920

WISCONSIN CONSUMER LENDING DEPARTMENT

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN,
THE MAXIMUM PRINCIPAL INDEBTEDNESS SECURED BY THIS
MORTGAGE IS

NINETY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 00 CENTS
Dollars (\$93,450.00)

This CONSUMER LOAN MORTGAGE ("Mortgage") is made this 6th day of June, 2007, by
CARRIE J LETTENBERGER and BRETT J LETTENBERGER

Wife and Husband

whose address is 914 LOGAN AVE, SHERBOGAN WI 53083

(the "Borrower"), who grants, conveys, mortgages and warrants to TCF National Bank, a national
banking association, 801 Marquette Ave, Minneapolis, Minnesota 55402 (the "Lender"), land and
property in SherboGAN County, Wisconsin, described as:

This Property is the homestead of the Borrower.

is / is not

SEE ATTACHED EXHIBIT "A"

street address: 914 LOGAN AVE, SHERBOGAN WI 53083.

together with all buildings, improvements, and fixtures on the property, whether now on the property or
added in the future, and all easements and other rights that pertain to the property (collectively the
"Property"). This Mortgage secures performance and payment under the terms of this Mortgage and
Borrower's note dated the same date as this Mortgage in the principal amount of
NINETY THREE THOUSAND FOUR HUNDRED FIFTY DOLLARS AND 00 CENTS

Dollars (\$93,450.00), subject to any written amendments to the note agreed to by Lender and
Borrower ("Note"), and any additional amounts advanced by Lender to protect its rights under paragraph
6 below. In addition to the indebtedness due under the Note, this Mortgage secures Protective
Advances which may be in excess of the maximum principal amount stated above with interest thereon
(collectively "Debt") and the performance of all covenants and agreements of the Borrower contained
herein. "Protective Advance" is defined as a payment made by Lender for performance of covenants of
Borrower pertaining to insuring or preserving the Property upon Borrower's failure to perform. The full
Debt, if not paid earlier, is due and payable on 06/10/2037

If the box preceding this sentence is checked, the interest rate under the Borrower's Note is variable
and can change daily, as described in the Note.

Borrower promises and agrees:

1. To keep the Property in good repair, and to comply with all laws and ordinances, which affect the Property.
2. To pay all taxes, assessments, and water bills levied on the Property, and any other amounts which could become a senior Security Interest against the Property. "Security Interest" includes any lien, mortgage, or other encumbrance.
3. To perform all obligations under any Security Interest on the Property. As of the date hereof, there exists no other Security Interest on the Property, other than as disclosed to Lender on the title search and report or other title evidence obtained by Lender prior to accepting this Mortgage, or on Borrower's loan application.
4. To keep the Property insured against fire, windstorm, flood, and such other hazards as Lender may require, in an amount and manner acceptable to Lender, and with the proceeds made payable in the policies to Lender as mortgagee, and to deliver such proof of insurance as Lender may require. Borrower may obtain insurance from the insurance company of Borrower's choice as long as the insurance company is reasonably acceptable to Lender. Lender will apply any insurance proceeds to pay the Debt, unless Lender agrees in writing that the proceeds can be used differently. If Lender uses the proceeds to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied. If Borrower fails to keep the Property insured, Lender may, but is not required to, obtain such insurance to protect Lender's interest. Such insurance obtained by Lender may not protect Borrower's equity interest in the Property. Lender is not required to obtain the lowest cost insurance that might be available.
5. That if all or part of the Property is condemned or taken by eminent domain, Borrower directs the party condemning or taking the Property to pay all of the money to Lender. Lender will apply the money to pay the Debt, unless Lender agrees in writing that the money can be used differently. If Lender uses the money to reduce the Debt, Borrower will still have to make regular monthly payments until the Debt is satisfied.



0. That if Borrower fails to pay or perform any of Borrower's obligations under this Mortgage, Lender may pay or perform such obligations. Any amount so paid and the cost of any title search and report made after any Default, may be added to the Debt. To the extent not prohibited by law, Mortgagor shall pay all reasonable costs and expenses before and after judgment, including without limitation, attorneys' fees and expenses of obtaining title evidence, incurred by Lender in protecting or enforcing its rights under this Mortgage.
7. That the term "Default" means (a) Borrower's failure to comply with the terms of this Mortgage; or (b) Borrower's failure to comply with the terms of the Note; or (c) Borrower's failure to comply with the terms of any Security Interest having priority over this Mortgage. The term "Lender" includes Lender's successors and assigns, and the term "Borrower" includes and binds the heirs, personal and legal representatives, successors, and assigns of the undersigned. If this Mortgage is signed by two or more persons, the obligations and Security Interest granted by this Mortgage shall be cumulative and in addition to any other remedies provided by law. Each person who signs this Mortgage is responsible for keeping all of the promises made by Borrower. Lender may choose to enforce its rights against any person signing this Mortgage or against all of them. However, if someone signed this Mortgage, but signed the Note as collateral owner only, then that person will not be required to pay any amount under the Note, but will have signed only to grant, convey, mortgage and warrant any rights that person has in the Property. Also, Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the Note or Mortgage without such collateral owner's consent.
8. If (a) there is a Default under any Debt secured by this Mortgage, or (b) Mortgagor fails to timely observe or perform any of Mortgagor's covenants or duties contained in this Mortgage, then, at the option of Lender each Debt will become immediately payable (called "acceleration") unless notice to Mortgagor or Borrower and an opportunity to cure are required by Section 425.105, Wis. Stats., or the document evidencing the Debt and, in that event, the Debt will become payable if the Default is not cured as provided in that statute or the document evidencing the Debt or as otherwise provided by law. If Lender exercises its option to accelerate, the unpaid principal and interest owed on the Debt, together with all sums paid by Lender as authorized or required under this Mortgage or any Debt, shall be collectible in a suit at law or by foreclosure of the Mortgage by action, or both, or by the exercise of any other remedy available at law or equity. In the event of foreclosure, Lender may sell the Property at public sale and execute and deliver to the purchaser deed of conveyance pursuant to statute.
- If the Property is a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church or owned by a tax exempt charitable organization, Mortgagor agrees to the provision of Section 846.101 Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, or less six months after a foreclosure judgment is entered. If the Property is other than a one to four family residence that is owner-occupied at the commencement of a foreclosure, a farm, a church, or a tax exempt charitable organization, Mortgagor agrees to the provision of Section 846.103, Wis. Stats., and as the same may be amended or renumbered from time to time, permitting Lender, upon waiving the right to judgment for deficiency, to hold the foreclosure sale of real estate three months after a foreclosure judgment is entered.
9. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, bond for deed, contract for deed, installment sales contract, escrow agreement, or other instruments, or in any manner whatsoever, without Lender's prior written consent. Lender's written consent is not required in the following circumstances:
- (a) the creation of a lien or other encumbrance subordinate to Lender's Security Interest which does not relate to a transfer of rights of occupancy in the Property (provided that such lien or encumbrance is not created pursuant to a contract for deed);
 - (b) the creation of a purchase-money Security Interest for household appliances;
 - (c) a transfer by devise, descent, or operation of law on the death of a joint tenant or tenant by the entirety;
 - (d) the granting of a leasehold interest which has a term of three years or less and which does not contain an option to purchase (that is, either a lease of more than three years or a lease with an option to purchase violates this provision);
 - (e) a transfer, in which the transferee is a person who occupies or will occupy the Property, which is:
 - (i) a transfer to a relative resulting from the death of Borrower;
 - (ii) a transfer where the spouse or child(ren) becomes an owner of the Property; or
 - (iii) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement by which the spouse becomes an owner of the Property; or
 - (f) a transfer into an Inter Vivos trust in which Borrower is and remains the beneficiary and occupant of the Property, unless, as a condition precedent to such transfer, Borrower refuses to provide Lender with reasonable means acceptable to Lender by which Lender will be assured of timely notice of any subsequent transfer of the beneficial interest or change in occupancy.
10. That the Borrower shall pay to Lender on the day the scheduled monthly payments are due under the Note, until the Agreement is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can claim priority over the Mortgage as a lien or encumbrance on the Property; and (b) premiums for any and all flood insurance required by Lender, if any. These items are called "Escrow Items." At origination or at any time during the term of the Agreement, Lender may require that Borrower provide escrow for hazard insurance premiums, Community Association Dues, Fees, and Assessments, if any, and such premiums, dues, fees and assessments shall be an Escrow Item.

Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section 10. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time; Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be an obligation of the Borrower in this Mortgage, as the phrase is used in Section 6. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 6 and pay such amount and Borrower shall then be obligated under Section 8 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a written notice to Borrower by Lender and, upon such revocation, Borrower shall pay to Lender Funds, in such amounts that are then required under this Section 10.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with the law governing the Note.

The Funds may be commingled with other funds of the Lender. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Unless an agreement is made in writing, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender.

11. That Borrower shall not assign or transfer the Property or any beneficial interest in the Property by deed, land contract, or other instruments in any manner whatsoever, without Lender's prior written consent or unless authorized by applicable law.
12. That Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
13. That if the loan secured by this Mortgage is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charge collected or to be collected in connection with the loan exceeds the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the outstanding Debt or by making a direct payment to Borrower. If a refund reduces the Debt, the reduction will be treated as a partial prepayment, without any prepayment charge under the Note.
14. That this Mortgage, and any actions arising out of this Mortgage, are governed by Wisconsin law to the extent not preempted by federal law. If any provision of this Mortgage is found to be unenforceable, all other provisions will remain in full force and effect. Lender's failure to exercise any right or remedy under this Mortgage will not waive Lender's rights in the future. Under the exemption laws, Borrower's homestead is usually free from the claims of creditors. Borrower gives up the homestead exemption right for all claims arising out of this Mortgage. This includes Borrower's right to demand that property other than Borrower's homestead that has been mortgaged to Lender be foreclosed first, before the homestead is foreclosed.

Riders. The following Riders are to be executed by the Borrower:

- Condominium Rider Planned Unit Development Rider Balloon Rider



BY SIGNING BELOW, BORROWER HAS SIGNED AND DELIVERED THIS MORTGAGE AS OF THE DATE FIRST WRITTEN ABOVE.
The undersigned acknowledges receipt of an exact copy of this Mortgage.

NOTICE TO CUSTOMER IN A TRANSACTION GOVERNED BY THE WISCONSIN CONSUMER ACT
(a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON ALL PAGES, EVEN IF OTHERWISE ADVISED.
(b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
(c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
(d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Borrower:
Carrie Lettenberger
(Signature)
CARRIE J LETTENBERGER

(type or very clearly print name)

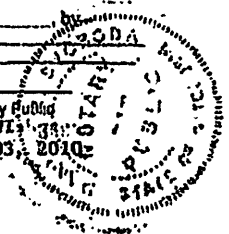
Brett J Lettenberger
(Signature)
BRETT J LETTENBERGER

(type or very clearly print name)

State of Wisconsin
County of Fond du Lac) ss.

This instrument was acknowledged before me on 0th day of June, 2007
CARRIE J LETTENBERGER and BRETT J LETTENBERGER
Wife and Husband

Daniel R. Svoboda
Daniel R. Svoboda Notary Public
Sheboygan County, WI
My commission expires: January 03, 2010



This instrument Drafted by: Daniel R. Svoboda
TCF National Bank
801 Marquette Avn
Minneapolis, MN 55402

EXHIBIT A

SITUATED IN THE CITY OF SHEBOYGAN, COUNTY OF SHEBOYGAN AND
STATE OF WISCONSIN:

A PARCEL OF LAND BEING LOT 20, REINEKING BROTHERS ADDITION,
ACCORDING TO THE RECORDED PLAT THEREOF, IN THE CITY OF
SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

Permanent Parcel Number: 59281717920

BRETT J. LETTENBERGER AND CARRIE J. LETTENBERGER, HUSBAND AND WIFE

914 LOGAN AVENUE, SHEBOYGAN WI 53083

Loan Reference Number : [REDACTED]

First American Order No: [REDACTED]

Identifier: FIRST AMERICAN LENDERS ADVANTAGE

[REDACTED]

First American Title Insurance Co.
Lenders Advantage
1100 Superior Avenue, Suite 200
Cleveland, Ohio 44114
Attn: FACT

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, Wisconsin
53081



**Sheboygan County
Foreclosure Mediation Program
Request for Mediation
Finding Solutions**

To request a mediation conference with the lender, please answer the questions below, sign this request, enclose the required \$25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable \$25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable \$75 fee is charged to the homeowner and a non-refundable fee of \$100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. You are still required to comply with all mandatory deadlines, including the time to answer the Complaint:

Sheboygan County Case Number (located on your Summons): 20__ CV _____

Name of Homeowner(s): _____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? ____ Yes ____ No
2. Does the property consist of four or fewer dwelling units? ____ Yes ____ No

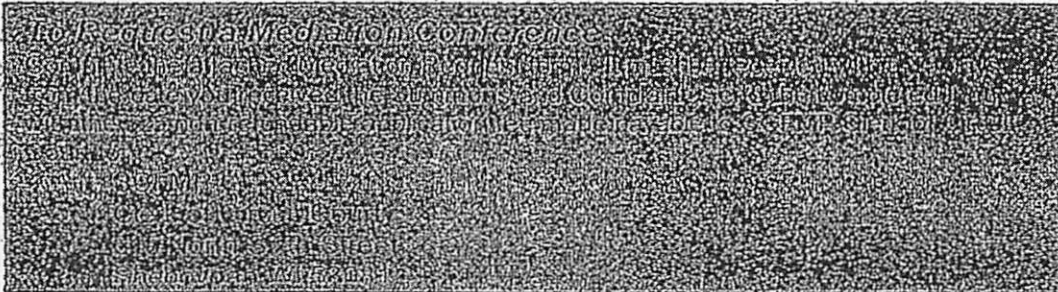
Sheboygan County Courthouse
615 North Sixth Street
Sheboygan, Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.



• A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable \$100 fee will be charged and a non-refundable fee of \$100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.

3. Have you started a Bankruptcy action that is still ongoing? Yes No

4. Have you met with a housing counselor? Yes No

If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

7. Check all items that have caused you to miss your mortgage payments:

Injury or illness Adjustable interest Rate / Balloon

Loss of Employment Expenses exceed income

Other: _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

9. If English is not your primary language, do you need an interpreter? Yes No

What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

Property Owner's Signature

Date

II

Other Matters

R. O. No. 168 - 18 - 19. By CITY CLERK. November 5, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3363	Pinky's	2123 N. 15 th Street
3261	Two Amigos Restaurant	1119 Michigan Avenue

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2489	Adams, Angelica M.	3515 N. 10 th Street Apt. 421
2472	Backus, Holden J.	523 Pine Street, Sheboygan Falls
2491	Beam, Christy L.	244 Center Avenue Apt. 4
2495	Boeldt, Adam V.	615 E. Washington Ave, Cleveland
2471	Chavez, Edwin G.	1719 N. 12 th Street
1564	Derrick, Ricci L.	1932 N. 10 th Street
9644	Gischia, Carlo J.	1916 Martin Avenue
7004	Halada, Kimberly A.	2318 S. 16 th Street
1621	Hameister, Brian L.	1202 Michigan Avenue Apt. #2
2484	Hatleli, Lonnie A.	1507 S. 8 th Street
2481	Hernandez, Christina M.	2705 Wollmer Street, Manitowoc
2478	Higgins, Destin M.	2209 N. 29 th Street
2490	Jackson, Juwaun M.	918 Georgia Avenue
0706	Johnson, Marqueeeta S.	1048 Weeden Creek Road
2391	Lawrence, Michelle L.	722 Wilson Avenue
2476	Mahoney, Karen M.	420 Vanburen Road, Howards Grove
2475	Maizonet, Susan L.	929 S. 14 th Street
2485	Mindock, Ethan C.	1703 North Avenue
2122	Mueller, Alexandra A.	1516 Maryland Avenue
2483	Neill, Ladonna J.	2711 S. 8 th Street
7161	Redinger, Jessica M.	46 Winnebago Place
6552	Ross, Stacey M.	2630 N. 19 th Street
2493	Solano-Lara, Chase A.	1909 Martin Avenue
2479	Thompson, Malikah Y.	1018 N. 11 th Street
2469	Warner, Cassandra K.	1213A S. 8 th Street
2494	Xiong, Pa Nong	1715 Ontario Avenue

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3567	Diener, Kelly J.	3526 N. 34 th Street
2474	Neuman, Vivian V.	2201 Erie Avenue Apt. A102

III

Other matters

Res. No. - 18 - 19. By Alderpersons Rindfleisch and Bohren.
November 5, 2018.

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

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

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

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

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

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

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

Finances Personnel.

BE IT FURTHER RESOLVED: That the Mayor and Clerk are authorized and directed to sign the Intergovernmental Cooperative Agreement on behalf of the City of Sheboygan.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING
FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE
2019 INTERGOVERNMENTAL COOPERATIVE AGREEMENT**

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

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

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

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

B. Initial Term; Renewals. The initial term of this Agreement is for calendar year 2019 and is subject to renewal.

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

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

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

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2019, pay to Municipality as a distribution of sales tax revenue the sum of **\$426,590**.

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

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

6. RESPONSIBILITIES OF MUNICIPALITY.

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

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose. By so enhancing Municipality's ability to address its road and bridge maintenance needs, it would be expected that Municipality could engage in projects sooner rather than later, thereby saving it from the additional expense that might it otherwise incur by deferring the maintenance. Similarly, by providing this funding resource, it would be expected that Municipality would not have as much need to address maintenance through bonding or borrowing for projects, thereby saving the Municipality the expenses that might otherwise incur for servicing the borrowing. Thus ultimately benefits the Municipality's and County's taxpayers.

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

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

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

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

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or

intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. §§ 893.80, 895.52, and 345.05.

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

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

Approved by the parties by the following authorized representatives:

[Municipality]

By: _____
Authorized Representative

Date Signed

By: _____
Authorized Representative

Date Signed

SHEBOYGAN COUNTY

By: _____
Adam N. Payne
Sheboygan County Administrator

Date Signed

By: _____
Thomas Wegner
County Board Chair

Date Signed