

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
TENTH REGULAR COMMON COUNCIL MEETING
Monday, August 20, 2018

ALDERPERSONS PRESENT:

Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

ALDERPERSONS ABSENT AND EXCUSED:

Rosemarie Trester and Rose Phillips - 2

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 Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

1.4 PRESENTATION - "2017 Flight for Life Scene Call of the Year Award" presented to the City of Sheboygan Fire Department

1.5 MAYOR'S APPOINTMENTS - Thomas A. Binder to the Mayor's Neighborhood Leadership Cabinet

MOTION TO CONFIRM

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

1.6 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Linda Shimon spoke.

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

2. CONSENT AGENDA

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

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

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

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.2 R. O. No. 100-18-19 by Board of Contractors Examiners submitting an application for Building Contractor License already granted. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.3 R. C. No. 86-18-19 by Finance and Personnel Committee to whom was referred R. C. No. 291-17-18 by Finance and Personnel Committee and R. O. No. 272-17-18 by City Clerk submitting a claim from WIPFLi CPAs and Consultants regarding Creation and Preservations Partners, Inc. for recovery of alleged unlawful taxes for real property taxes assessed for the 2017 tax year; recommends filing the document.

Resolution: MOTION TO REFER BACK TO FINANCE AND PERSONNEL COMMITTEE

Motion by Ron Rindfleisch, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.4 R. C. No. 87-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 42-18-19 by City Clerk submitting a claim from Progressive Casualty Insurance Company/Alfredo Venegas for alleged damages when a dump truck rear ended their insured vehicle; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.5 R. C. No. 88-18-19 by Finance and Personnel Committee to whom was referred various claims; recommends filing all claims. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Dean Dekker, Trey Mitchell - 7.

Nay: Markus Savaglio - 1.

2.6 R. C. No. 89-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 59-18-19 by City Clerk submitting various license applications; recommends filing Beverage

Operator License No. 2259 (Gifty Gilman) as she has abandoned her application, thereby withdrawing it. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.7 R. C. No. 90-18-19 by Finance and Personnel Committee to whom was referred R. O. No. 87-18-19 by City Clerk submitting a communication from Dolcye Johnson regarding the funds for the Fire-Ambulance Service; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.8 R. C. No. 91-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 88-18-19 by Police Chief, pursuant to section 54-65 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Police Department for the period commencing April 1, 2018 and ending June 30, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.9 R. C. No. 92-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 89-18-19 by Fire Chief, pursuant to section 50-564 of the Municipal Code, submitting the quarterly report of Benchmark Measurements for the Fire Department for the period commencing April 1, 2018 and ending June 30, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.10 R. C. No. 93-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 98-18-19 by City Clerk submitting various license applications; recommends granting the license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.11 R. C. No. 94-18-19 by Finance and Personnel Committee to whom was referred R. O. No.

99-18-19 by Finance Director submitting a financial report of the City of Sheboygan for the period commencing January 1, 2018 and ending June 30, 2018; recommends filing the document. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.12 R. C. No. 95-18-19 by Finance and Personnel Committee to whom was referred Res. No. 58-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with KCG Development, LLC.; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.13 R. C. No. 96-18-19 by Finance and Personnel Committee to whom was referred Res. No. 62-18-19 by Alderpersons Rindfleisch and Bohren authorizing the Office of the City Administrator to proceed with the issuance of the City of Sheboygan 2019 community survey; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.14 R. C. No. 97-18-19 by Finance and Personnel Committee to whom was referred Res. No. 63-18-19 by Alderpersons Rindfleisch and Bohren approving the Project Plan and establishing the boundaries for and the creation of Tax Incremental District No. 17, City of Sheboygan, Wisconsin; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.15 R. C. No. 98-18-19 by Finance and Personnel Committee to whom was referred Res. No. 64-18-19 by Alderpersons Rindfleisch and Bohren approving the Project Plan established the boundaries for and the creation of Tax Incremental District No. 19; City of Sheboygan, Wisconsin; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus

Savaglio, Dean Dekker, Trey Mitchell - 8.

2.16 R. C. No. 99-18-19 by Public Works Committee to whom was referred Res. No. 65-18-19 by Alderperson Wolf authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.17 R. C. No. 100-18-19 by Public Works Committee to whom was referred Res. No. 66-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into an agreement for a 12 foot underground easement Wisconsin Public Service Corporation easement at the South Right of Way line of Erie Avenue of the above described Lot 3 Parcel Identification Number 59281216519; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.18 R. C. No. 101-18-19 by Public Works Committee to whom was referred Res. No. 67-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into an agreement for an eight foot underground Wisconsin Public Service Corporation easement at Part of Lot 5 of Block 29 Ordinal Plat Parcel Identification Number 592811100081; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.19 R. C. No. 102-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 12-18-19 by Alderperson Rindfleisch repealing Gen. Ord. No. 6-18-19 and amending the supplement to Section 82-33 of the Sheboygan Municipal Code so as to amend the positions in the Department of Public Works, Wastewater Treatment Division, and the Engineering Division in the Department of Public Works Table of Organization; recommends approving the amended Ordinance. ACCEPT AND ADOPT AND PASS AMENDED ORDINANCE

Resolution: MOTION TO ACCEPT AND ADOPT AND PASS AMENDED ORDINANCE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

2.20 R. O. No. 104-18-19 by City Clerk submitting various license applications. ACCEPT AND FILE

Resolution: MOTION TO ACCEPT AND FILE

Motion by Todd Wolf, second by Mary Lynne Donohue

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

3. REPORTS OF OFFICERS

3.1 R. O. No. 101-18-19 by City Clerk submitting a Summons and Complaint in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.2 R. O. No. 102-18-19 by City Clerk submitting a claim from Alexander Sharick for alleged damages to his vehicle from a bump on Georgia Avenue where there was road construction. REFER TO FINANCE AND PERSONNEL COMMITTEE

3.3 R. O. No. 103-18-19 by City Clerk submitting a communication from Matt Wierzbach regarding parking during the Para World Sailing Championships. REFER TO PUBLIC WORKS COMMITTEE

4. RESOLUTIONS

4.1 Res. No. 71-18-19 by Alderpersons Wolf and Donohue authorizing retaining outside legal counsel to represent the City in the matter of Wal-Mart Stores, Inc. v. City of Sheboygan, and authorizing payment for said services. SUSPEND AND PASS RESOLUTION

MOTION TO SUSPEND AND PASS RESOLUTION

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

4.2 Res. No. 72-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City Officials to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC to include additional City-owned land. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.3 Res. No. 73-18-19 by Alderpersons Rindfleisch and Bohren authorizing the sale of City-owned property to Glacial Lakes Conservancy, Inc. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 Res. No. 74-18-19 by Alderperson Donohue authorizing application for the 2018 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

4.5 Res. No. 75-18-19 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer (Berken). REFER TO PUBLIC WORKS COMMITTEE

4.6 Res. No. 76-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into contract with Vortex International Inc. of Montreal Canada, through a cooperative purchasing agreement with National Purchasing Partners (NPP), for the purposes of purchasing and installing a 58 feet five inch by 41 feet seven inch splash pad facility in Optimist Park. REFER TO PUBLIC WORKS COMMITTEE

4.7 Res. No. 77-18-19 by Alderperson Wolf authorizing the acceptance and signing of a sanitary sewer easement across the future Fairfield Inn property located on South Taylor Drive. REFER TO PUBLIC WORKS COMMITTEE

4.8 Res. No. 78-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Pipetek Infrastructure Services in the amount of \$97,156, for Capital Improvement Televising. REFER TO PUBLIC WORKS COMMITTEE

4.9 Res. No. 79-18-19 by Alderpersons Wolf, Donohue and Rindfleisch supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles. REFER TO TRANSIT COMMISSION

5. REPORT OF COMMITTEES

5.1 R. C. No. 103-18-19 by Public Works Committee to whom was referred R. C. No. 80-18-19 by Public Works Committee and Gen. Ord. No. 25-17-18 by Alderperson Wolf amending the City's Snow Emergency and Winter Parking rules to provide for improved clearing of snow during snow emergencies and to improve efficiency in clearing streets all winter, given reductions in personnel and changes in procedures; recommends approving the Substitute Ordinance. ACCEPT AND ADOPT AND PASS SUBSTITUTE ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS SUBSTITUTE ORDINANCE

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.2 R. C. No. 104-18-19 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 3-18-19 by Alderpersons Wolf and Sorenson authorizing executing an Operating Agreement between the City of Sheboygan and Power Pubs, LLC regarding an authentic German Beer Garden concession in a specific area of Kiwanis Park; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Todd Wolf, second by Ryan Sorenson.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.3 R. C. No. 105-18-19 by Finance and Personnel Committee to whom was referred Res. No. 59-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Butzen Sports Complex study); recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.4 R. C. No. 106-18-19 by Finance and Personnel Committee to whom was referred Res. No. 60-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018

Budget (wage and benefits transfers); recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.5 R. C. No. 107-18-19 by Finance and Personnel Committee to whom was referred Res. No. 61-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Police training and TID 5); recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.6 R. C. No. 108-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred DIRECT REFERRAL Res. No. 68-18-19 by Alderperson Donohue authorizing the Sheboygan Fire Department to enter into an Access and Indemnity Agreement with Cargill Incorporated regarding limited access to property for the specific purpose of conducting firefighter and confined space training exercises; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.7 R. C. No. 109-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 69-18-19 by Alderperson Donohue authorizing the Purchasing Agent to enter into contract for the purchase of (5) Police Patrol vehicles prior to September 21, 2018; recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.8 R. C. No. 110-18-19 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 70-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (Police vehicles); recommends passing the Resolution. ACCEPT AND ADOPT AND PASS RESOLUTION

MOTION TO ACCEPT AND ADOPT AND PASS RESOLUTION

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus

Savaglio, Dean Dekker, Trey Mitchell - 8.

5.9 R. C. No. 111-18-19 by Licensing, Hearings, and Public Safety Committee to whom was referred 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"; submits to council with no committee recommendation.

MOTION TO REFER BACK TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Motion by Mary Lynne Donohue, second by Ron Rindfleisch.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

5.10 R. C. No. 112-18-19 by Finance and Personnel Committee to whom was referred Gen. Ord. No. 11-18-19 by Alderperson Rindfleisch re-establishing the salaries of Election Officials; recommends approving the Ordinance. ACCEPT AND ADOPT AND PASS ORDINANCE

MOTION TO ACCEPT AND ADOPT AND PASS ORDINANCE

Motion by Ron Rindfleisch, second by Jim Bohren.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

6. GENERAL ORDINANCE

6.1 Gen. Ord. No. 13-18-19 by Alderperson Wolf repealing Gen. Ord. No. 42-17-18 and creating new parking restrictions permitting parking on N. 9th Street from Pershing Avenue north. REFER TO PUBLIC WORKS COMMITTEE

6.2 Gen. Ord. No. 14-18-19 by Alderperson Wolf relating to parking restrictions on the south side of Martin Avenue east of North 22nd Street. REFER TO PUBLIC WORKS COMMITTEE

7. MATTERS LAID OVER

7.1 R. O. No. 85-18-19 by City Plan Commission to whom was reviewed and discussed the Tax Incremental District (TID) 17 Boundaries and Project Plan at the regular meeting of the City Plan Commission, July 24, 2018, and after due consideration recommends approval of both the TID 17 Boundaries and Project Plan. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

7.2 R. O. No. 86-18-19 by City Plan Commission to whom reviewed and discussed the Tax Incremental District (TID) 19 Boundaries and Project Plan at the regular meeting of the City Plan Commission, July 24, 2018, and after due consideration recommends approval of both the TID 19 Boundaries and Project Plan. ACCEPT AND FILE

MOTION TO ACCEPT AND FILE

Motion by Jim Bohren, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED

8.1 R. O. No. 105-18-19 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

9. ADJOURN MEETING

9.1 Motion to Adjourn

MOTION TO ADJOURN at 6:51 p.m.

Motion by Todd Wolf, second by Mary Lynne Donohue.

Final Resolution: Motion Passes

Aye: Todd Wolf, Mary Lynne Donohue, Jim Bohren, Ryan Sorenson, Ron Rindfleisch, Markus Savaglio, Dean Dekker, Trey Mitchell - 8.

Generated by City Clerk Meredith DeBruin on Tuesday, August 21, 2018

II

R. O. No. 106 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting various license applications.

City Clerk

TEMPORARY CLASS "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3277	Active8	503 Euclid Avenue - One day event to be held 09/20/18 at Fountain Park 1010 N. 8 th Street including and shell area. To include beer and wine.
3356	Harbor Centre Business Improve	828 Center Avenue #102 - One day event to be held 09/22/18 to include South Pier boardwalk.
3356	Harbor Centre Business Improve	828 Center Avenue #102 - One day event to be held 09/22/18 to include riverfront boardwalk and Rotary Riverview Park.
1627	Sheboygan Co. Historical Society	3110 Erie Avenue - One day event to be held 09/08/18 to include beer and wine.

TEMPORARY BEVERAGE OPERATOR'S LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
6880	Spaeth, Ann M.	3234 Playbird Road

Consent

III

R. O. No. _____ - 18 - 19. By SHEBOYGAN TRANSIT COMMISSION.
September 4, 2018.

Your commission to whom was referred Res. No. 79-18-19 by Alderpersons Wolf, Donohue and Rindfleisch supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles; recommends passing the Resolution.

Consent

SHEBOYGAN TRANSIT COMMISSION

III

4.9

Res. No. 79- 18 - 19. By Alderpersons Wolf, Donohue and Rindfleisch.
August 20, 2018.

A RESOLUTION supporting Shoreline Metro's application for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles.

WHEREAS, Shoreline Metro provides safe and reliable public transportation to several communities in Sheboygan County; and

WHEREAS, operating funds for Shoreline Metro are typically sourced from the City of Sheboygan and other local partners; and

WHEREAS, the City of Sheboygan and the other local partners contribute annually to a restricted cash depreciation account for purposes of purchasing transit vehicles and other capital equipment; and

WHEREAS, the State of Wisconsin is a designated beneficiary of a settlement with Volkswagen wherein \$42 million of Wisconsin's share of the settlement funds must be used during the 2017-19 biennium; and

WHEREAS, State Budget, 2017 Wisconsin Act 59 established a transit capital assistance grant program, under which the Department of Administration has created a competitive statewide grant program ("State of Wisconsin Volkswagen Mitigation Program Grant") to award settlement funds to eligible applicants for the replacement of public transit vehicles; and

WHEREAS, Shoreline Metro desires to apply for a State of Wisconsin Volkswagen Mitigation Program Grant to purchase transit vehicles. Any transit vehicles purchased would be acquired through a competitive procurement process; and

WHEREAS, the City of Sheboygan is the designated grant recipient for Shoreline Metro; and

WHEREAS, eighty percent (80%) of the purchase price of the transit vehicles will be covered by the State of Wisconsin Volkswagen Mitigation Program Grant. Twenty percent (20%) will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually; and

WHEREAS, Shoreline Metro has established a restricted cash account for purchasing transit vehicles; and

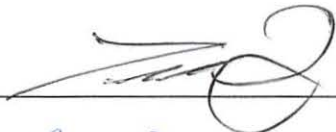
WHEREAS, the Shoreline Metro local partners together with the Common Council for the City of Sheboygan agree that it is beneficial to apply for the State of Wisconsin Volkswagen Mitigation Program Grant.

Transit.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Transit Commission and the Common Council for the City of Sheboygan hereby direct and authorize Shoreline Metro and the proper City officials to submit information to the Department of Administration to apply for funding through the State of Wisconsin Volkswagen Mitigation Program Grant.

BE IT FURTHER RESOLVED: That proper City officials are authorized and directed, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, to accept funds, pursuant to the terms of the grant application.

BE IT FURTHER RESOLVED: That, if the State of Wisconsin Volkswagen Mitigation Program Grant is awarded, Shoreline Metro, its local funding partners together with the Common Council for the City of Sheboygan agree that twenty percent (20%) of the purchase price of transit vehicles will be collected from the grantee (the City of Sheboygan) in ten (10) equal installments by withholding an equal amount of local shared revenue annually. The parties further agree that the City of Sheboygan's loss of local shared revenue due to the bus procurement shall be reimbursed in full from the Shoreline Metro restricted cash account.

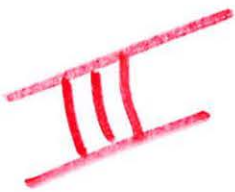


Mylynne Nowlin

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



Res. No. - 18 - 19 . By Alderperson Sorenson. September 4, 2018.

A RESOLUTION directing a public hearing to be held in connection with amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
CITY OF SHEBOYGAN FUTURE LAND USE MAP OF THE
SHEBOYGAN COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 1, 2018, in the County Board Chambers of the County Courthouse, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of the following described property from Class Employment to Class Multi-Family Residential Classification:

Consent.

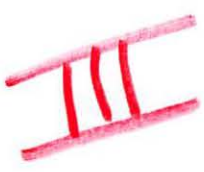
Property located at: 1436 South 15th Street more particularly described as:

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

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



Res. No. - 18 - 19 . By Alderperson Sorenson. September 4, 2018.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 1436 South 15th Street.

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

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., October 1, 2018, in the County Board Chambers of the Sheboygan County Courthouse, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Consent.

Property located at: 1436 South 15th Street (Parcel No. 59281513391):

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'-00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL.

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



R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred R. O. No. 94-18-19 by Director of Public Works submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system"; 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

4.11

R. O. No. 94 - 18 - 19. By DIRECTOR OF PUBLIC WORKS. August 6, 2018.

Submitting an analysis of the City of Sheboygan's curbside garbage and recycling collection system for the potential to convert to an automated "garbage cart system". The recommendation from the analysis will be used to assist with formulating the 2019 operation and capital budget.

Public Works
8-14 Hold
act file

DIRECTOR OF PUBLIC WORKS



Foth Infrastructure & Environment, LLC
8191 Birchwood Court, Suite L
Johnston, IA 50131
(515) 254-1393 • Fax: (515) 254-1642
www.foth.com

July 17, 2018

TO: Jason Blasiola, Superintendent Streets and Sanitation,
City of Sheboygan, Department of Public Works (DPW),

CC: David Biebel and Dave Groves, Sheboygan DPW
Dan Krivit, Foth Infrastructure & Environment, LLC (Foth)

FROM: Jennefer Klennert, Foth
Nathan Klett, Foth

RE: Analysis of the City of Sheboygan's Potential Options
for Garbage & Recycling Collection System

Executive Summary

The City's Streets & Sanitation Division currently operates a residential garbage and recyclables collection system based on manual lifting and collection of materials from bags (purchased by residents). Continuing the current manual collection system utilizing split-body, rear-load packer trucks is identified as "Option 1" for purposes of this simple cost analysis. Option 1 has an estimated first year cost of \$8.50 per household per month.

The City directed Foth to analyze specific options for automating collection of both garbage and recyclables collection systems. The City could see cost savings, particularly in the long-term, if it converts to fully automated trucks for residential collection of garbage and recyclables. Other costs and benefits were also identified.

The two (2) options for conversion to a new automated system were:

"Option 2" The City purchases and operates six (6) new Automated Side Loader (ASL) trucks. At an estimated purchase price of \$275,000 per truck, the total capital cost to the City of these new trucks is \$1.65 million. Foth used a cost estimate of \$236,000 for the first year capital costs for the trucks based on an expected useful life of 7 years. Option 2, in total, has a first year cost estimate of approximately \$8.45 per household per month (including capital costs of carts).

“Option 3” The *City contracts* for automated collection of garbage and recyclables. Option 3 has an estimated first year cost of approximately \$9.80 per household per month based on an informal budgetary price quote from a potential local hauler. This informal budget quote assumes the City would own the carts and continue to do the billing. The City is also responsible for any costs associated with disposal of garbage and processing of recyclables, which is included in the approximate cost of \$9.80.

For this analysis, Foth assumed in both Option 2 and Option 3 that the City would continue a weekly recycling and garbage collection schedule. The City may want to consider converting to an every other week recycling collection to reduce labor costs. Every other week recycling collection is a generally accepted industry practice for both municipal and private hauler recycling systems.

For this analysis, Foth also assumed that the City would own the new standardized garbage and recycling carts under either Option 2 or Option 3. Approximately 34,200 carts would need to be purchased by the City at an assumed price of \$57 per cart for an estimated capital cost of \$1.95 million. Based on an estimated 10-year useful life of the carts and a simple costing method, the capital costs of new carts would be about \$1.97 per household per month. This capital cost estimate of City purchase of the carts is included in the total per month cost estimate of Option 2 and Option 3.

Any conversion to a new automated collection system would require advance planning, a deliberate equipment procurement process, and a planned public education program.

Introduction

Foth was retained by the City of Sheboygan, Wisconsin (City) to conduct an independent analysis of the current manual garbage and recycling collection system operated by the City’s Streets & Sanitation Division in comparison to two (2) potential options for services: in-house automated collection of garbage and recycling and contracted collection of garbage and recycling. The Streets & Sanitation Division’s current fleet of trucks has an average age of eleven (11) years and several trucks are near the end of their useful life. City staff have been studying alternative collection methods for several years. The City is fully committed to providing quality, cost-effective collection service to the residents.

This memo provides a summary of the City’s existing collection system, including a description and analysis of current costs. The memo provides an independent, comparative cost analysis of alternative systems options.

This analysis is not a rate study nor an in-depth cash flow financial cost assessment of the City’s current and alternative system options. The full costs of the City’s current operation may need further review; municipal budgets for an operating division often do not include indirect costs including administrative overhead, adequate equipment replacement funds, etc.

Other system assumptions were held constant to simplify the cost comparison. For example, the total number of households served was assumed to be constant over the ten (10) year analysis. Also, while this memo mentions the potential for increased recycling and a corresponding reduced amount of garbage due to lidded recycling carts and the addition of a “Pay As You Throw”¹ fee schedule for the various garbage cart sizes, these variables are not included in this preliminary, simple cost analysis. However, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

Foth did not assume a change in the Parks Department collection system. The focus of this analysis was on the residential collection systems (for both garbage and recyclables). An analysis of the current garbage and recycling transfer, landfilling and recyclables processing / marketing arrangements was outside the scope of this project.

Methods

Foth used a series of methods to conduct this analysis. Background data and information was requested and provided by City staff. Information and data were reviewed from the City web site including financial and budget reports. Information on the current system was analyzed and summarized in this memo, including the 2017 and 2018 Community Survey results.

Truck and cart equipment vendors were contacted to establish approximate purchase prices, truck specifications and performance information. This information about potential future collection improvements was analyzed and is summarized in this memo. A local third party waste hauler was contacted for budgetary pricing for a contract option service comparison. This information is also included in the memo.

Current solid waste system costs were quantified (Option 1). Equipment and operational changes were then applied within this cost analysis to analyze the capital and operating cost changes for converting to a fully automated system for residential collection of both garbage and recycling operated by the City (Option 2).

The possibility of cost savings from combining some small commercial accounts was not incorporated. Finally, a simple cost analysis was prepared to compare the “Contract Option” (Option 3) based on the informal price quote from one potential contractor.

¹ “Pay As Your Throw” would include multiple cart sizes and a variable rate pricing system designed to encourage additional waste reduction and recycling (i.e., the larger cart services are more expensive).

Summary of Current System Operations

The City's current solid waste collection system collects the following residential materials on a weekly basis as described on the City's "Garbage and Recycling" web page²:

- ◆ **Garbage.** Residents must use their own clear or opaque plastic bags (13 gallon minimum). Black bags, garbage cans or receptacles are not acceptable. Plastic grocery bags are not adequate to secure garbage. Refuse not suitable for placement in bags must be bundled (under three feet in any dimension and less than 35 pounds).
- ◆ **Recyclables.** Residents may commingle their City-specified recyclables into a single-stream of materials. For containers (cans, glass, plastics), residents must use blue plastic bags. Recyclable paper items may also be put into the blue bags in small sizes and quantities or may be bundled separately with string or twine (maximum of two feet square).

Figure 1
Sample Residential Recyclables Set Out

(Photograph provided by City Staff on July 10, 2018)

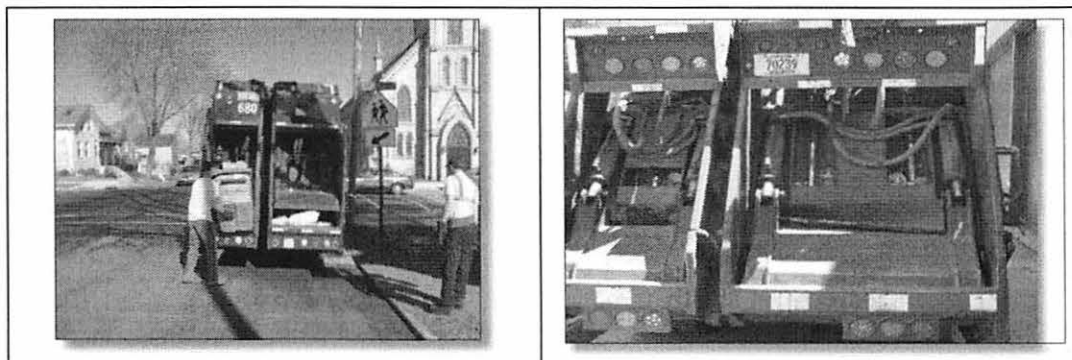


² City of Sheboygan "Garbage and Recycling" web page:
<http://www.sheboyganwi.gov/departments/public-works/streets-sanitation/garbage-and-recycling/>

Garbage and recyclables are *co-collected* on the same day by City crews in a split-body rear load packer truck. Sixty percent of the truck's capacity is apportioned for garbage and forty percent for recyclables. Bags are manually lifted by City staff into one of the two rear loading hoppers.

Figure 2
Current Truck Design – Split Body, Rear Load Packers

(Photograph provided by City Staff on July 10, 2018)



Bulky items (e.g., large appliances, furniture, etc.) and yard waste are not collected as part of the curbside program. The City has a “Residential Recycling Center” resident drop off for yard waste, drain oil, cooking oil, scrap metal, automotive batteries, and non-Freon appliances.³

The City Division of Streets and Sanitation (A Division of the Department of Public Works) operates the garbage and recycling collection system. The City’s “Solid Waste” Ordinance (Chapter 102) provides for the legal requirements, standards and system management of garbage and recycling including storage and collection.⁴

Table 1 lists the number and type of residential households served by the City garbage and recycling collection system.⁵ Residential garbage and recycling are collected Monday through Friday each week. Residential drivers collect within the daily residential routes identified on the City’s map.⁶

³ City of Sheboygan “Residential Recycling Center” section of the “Streets & Sanitation” web page: <http://sheboyganwi.wpengine.com/departments/public-works/streets-sanitation/>

⁴ City of Sheboygan “Solid Waste” Ordinance (Chapter 102): https://library.municode.com/wi/sheboygan/codes/code_of_ordinances?nodeId=MUCO_CH102SOWA

⁵ Based on data provided by City staff via email on March 16, 2018.

⁶ City map of Garbage and Recycling collection days: <https://gis.sheboyganwi.gov/portal/apps/webappviewer/index.html?id=32c1f3a92a9e443791744c2b8562e5d6>

Table 1
Residential Garbage and Recyclables by Type of Households
(Number of Households)

Total Collection Points (Households Served)	17,107
Single Family Residence	16,837
Two Family Units (Duplexes)	162
Four Family Units (Quadplexes)	108

Garbage and recyclables are hauled and unloaded separately at the Waste Management Inc. – Sheboygan Falls Transfer Station. According to City staff, the 2018 tipping fees are \$33.05 for garbage and \$0.00 for recycling. The avoided cost of garbage tipping fees is one of the major financial incentives for the City to enhance the recycling program.

Table 2 lists the seven trucks currently in use by the City’s Streets and Sanitation Division to collect regular garbage and recyclables. There are two additional trucks in the fleet for seasonal leaf collection and one used for garbage collection by the Parks Department. Table 2 provides the City’s vehicle identification number, primary route assignment, manufacture year, engine/chassis manufacturer, body capacity, body configuration (single compartment or “full” vs. “split/body”), additional equipment such as a semi-automated “cart tipper” on the rear hopper, and the City department operator.

The City’s Parks Department owns and operates one (1), 13-cubic yard rear load packer truck (#87). This Parks’ truck was not included in this analysis, but should be considered as part of any overall system improvement implementation plan. Based on City reports, residential garbage collected is approximately 11,273 tons per year. Personnel providing the labor for solid waste collection services are mostly dedicated to eight (8) assigned positions. This does not include administration and management staff.

Table 2
Sheboygan Garbage and Recycling Truck Fleet

Truck #	Function	Year	Engine/ Chassis Make	Packer Body Model	Body Configuration	Body Capacity (Cubic Yards)	Tipper	Operator
082	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
087	Park Garbage	2004	Sterling	New Way	Full	13	Yes	Parks Dept.
094	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
095	Leaf Pick Up	2000	International	McNeilus	Full	25	Yes	Streets & Sanitation Div.
096	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
097	Spare Garbage	2006	Crain Carrier	PakMor	Split 60/40	25	No	Streets & Sanitation Div.
680	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
685	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
686	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.
689	Primary Garbage	2013	Peterbilt	Heil	Split 60/40	25	No	Streets & Sanitation Div.

Worker's compensation claims, other injuries and lost-time incidents due to the manual lifting and collection of garbage and recycling is a significant factor in this analysis. There is real and significant risk due to the repetitive lifting motions and the normal hazards of handling bags of garbage (e.g., pricks from needles or other "sharps"). See Figure 3 for a photograph showing sharps in a resident's trash.

Figure 3
Sharps in Manually Collected Trash

(Photograph taken by City Staff On May 21, 2018)



The current solid waste and recycling system is financed through a combination of the general fund and user fees.

The current system (Option 1) has an estimated first year cost of approximately \$8.50 per household per month. Note that costs of operations are likely to escalate over time. Some line item costs will escalate at different rates. The timing of equipment replacements and truck salvage value also will have an impact.

Summary of Citizen Survey Results

A Community Survey has been used by the City to gain an understanding of the views and preferences of the citizens of Sheboygan. The following results summary are from the citizens responses to survey on questions in 2017 and 2018 related to garbage, recyclables and yard waste collection services.⁷

Table 3 presents the summarized responses to question number 4: "Using the list of services and functions provided by the city, please indicate how important each city function is to you and your household."

⁷ City of Sheboygan Community Survey for 2017 and 2018, including the "2018 Executive Summary", <http://www.sheboyganwi.gov/wp-content/uploads/2018/03/Community-Survey-2018-Exec-Summary.pdf> and tabulated responses for the 2017 and 2018 surveys as provided by City staff.

Table 3
Citizens Survey Results: How Important is Each City Function
(Percent of respondents replying "Very Important" or "Important")

	2017	2018
Leaf pick-up	62%	66%
Recycling and garbage collection	90%	91%
Residential yard waste	72%	77%

Table 4 presents the summarized responses to question number 5: "Using the same list, please indicate how well you think the city is doing in each area."

Table 4
Citizens Survey Results: How Well is the City Doing?
(Percent of respondents replying "Excellent" or "Good")

	2017	2018
Leaf pick-up	68%	74%
Recycling and garbage collection	74%	76%
Residential yard waste	60%	67%

As can be seen from Table 3 and 4, there is generally high regard for both the importance and performance of these City solid waste and recycling services. In all cases, there has been improvement in 2018 survey results compared to 2017 results.

The Appendix contains the verbatim comments from Sheboygan residents responding to the open-ended survey questions in 2017 and 2018 that relate to the City's solid waste and recycling services.⁸ The opinions, while not analyzed from a statistical perspective, can be inferred to represent the thoughts of some Sheboygan residents about specific collection system design issues. The most common themes from these comments can be summarized as follows:

- ◆ The City should move away from the current system of containing and setting out garbage and recyclables in plastic bags only. Instead, the City should modernize the system to be like most other neighboring cities and use garbage and recycling carts with lids and wheels.
- ◆ The bag system enables animals (e.g., sea gulls) to rip into the garbage and spread the materials as litter. A new cart-based system could help better contain prevent spreading the materials.
- ◆ The aesthetics of the current bag system makes the City look less neat and tidy compared to a cart system.
- ◆ A couple of residents equated the option of privatizing the system with their desire for changing to a cart system.

⁸ City of Sheboygan Community Survey, comments from the 2017 and 2018 survey results as provided by City staff.

- ◆ One resident complained about the need to purchase blue bags for recycling. Also, the impression was that if recyclables are in regular trash bags, the material is thrown away and therefore not recycled.
- ◆ Several residents stated or implied they would be willing to pay more for a cart – based system.
- ◆ One resident stated the need to implement a new automated collection system (i.e., using trucks equipped with a robotic arm to lift carts) instead of the current system of manual lifting of bags.
- ◆ One resident suggested cancelling the leaf pick-up in the Fall. On the opposite side of the issue, another resident state they wanted to see more yard waste curbside collection days.
- ◆ One resident wanted more curbside collection options for bulky item materials.

The results of the Community Survey over the past two years indicate strong support of the City’s services, but the verbatim comments also indicate a portion of the residents want to see the operations modernized using a cart – based system.

Summary of Potential Future System Options

Table 5 lists current operations (Option 1) in comparison to the automated system option and the contracted option developed for this analysis:

- ◆ Option 1 – Current City system.
- ◆ Option 2 – Automated system owned and operated by the City.
- ◆ Option 3 – Automated services operated under contract to private hauler.

For Option 2, the analysis is based on the potential savings from the purchase of six ASL trucks and standardized carts for residential garbage and recyclables in 2019. The estimated purchase price for budgeting purposes for a new ASL truck is \$275,000. The estimated purchase price for 34,200 residential carts (at \$57 per cart) is \$1.95 million. Thus, the total capital cost of the new automated system is approximately \$3.6 million.

For Option 3, the analysis is based on a budgetary quote provided by a local hauler that could potentially provide services to the City and assumes services would be automated as the City is requiring carts be used by residents.

Prices per household in the analysis range from \$8.45 per household month for Option 2 to \$9.80 per household per month for Option 3. Option 1 is \$8.50 per household per month. The variables included in each are the variable of providing collection service plus costs of garbage disposal, recycling processing, and purchase of carts, where applicable.

The potential new system options would need to include comprehensive public education and outreach. The City would also need to amend the current solid waste ordinances to reflect the new operations and resident instructions (e.g., use and care of the City carts, etc.).

**Table 5
Description of System Options**

	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	Maintain Current System	New, Fully Automated Side Loaders (ASL)	Contract
Truck Owner	City	City	Contractor
Cart Owner	n.a. (i.e., no carts)	City	City
Equipment Type	60/40 split body, rear-load packers	Single compartment, ASL trucks	Single compartment, ASL trucks
Collection Process	Two person crews; manual loading (resident bags, etc.)	One person crews; fully automated with carts	One person crews; fully automated with carts
Collection Frequency	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables	Weekly for garbage Weekly for recyclables
Approximate Implementation Date	Immediate (i.e., maintain current system)	Sept 2019	Sept 2019

Table 6 provides a summary of Foth’s economic cost-benefit analysis for this memo. The intent of this analysis is to help estimate the cost differences between the current system and potential future options. The current, Option 1, system costs are based on elements of the current solid waste system, Option 2 includes new fully automated side loaders, and Option 3 includes contract services.

Option 1 and 2 include labor, capital replacement costs, truck maintenance, fuel, and lost time due to injuries. Option 3 is a budgetary number provided by a local hauling company. In Option 2 and Option 3 the cost to purchase carts is itemized. In all three options, garbage tipping fees and recycling revenue or charges are itemized. Most of the cost data are based on City budget reports provided by staff. When not available, Foth made assumptions based on industry standards.

Other cities in eastern Wisconsin have recently converted to automated, cart – based systems. For example, the City of Neenah recently made a decision to transition to automated collection and are currently finalizing the details of cart sizes and color.⁹

The article states that other cities in the Fox River Valley area have also transitioned to automated collection (Appleton, Oshkosh, Menasha, Kaukauna, Grand Chute and Fox Crossing).

⁹ Post Crescent article (July 2, 2018), “*Neenah Talks Trash: Size and Color Matter to People*”.

From the Wisconsin Garbage Collection Study, the following additional Wisconsin cities are listed as having cart – based collection systems: Greenfield, Beloit, Brookfield, Wausau, New Berlin, Fond du Lac, Wauwatosa, La Crosse, West Allis, Janesville, Waukesha, Racine, Green Bay, and Madison.¹⁰

**Table 6
Summary of Cost – Benefit Analysis**

	OPTION #1	OPTION #2	OPTION #3
Proposed System Title	Maintain Current System	New Fully Automated Side Loaders (ASL)	Contract
First Year Truck Capital Costs:	\$445,600	\$235,714	
First Year Cart Costs:		\$405,040	\$405,040
Monthly cost of carts per household		\$1.97	\$1.97
"Total Personal Services"	\$645,961	\$484,470.75	
Truck Operating Costs:	\$273,994	\$236,995.50	
Subtotal from above (no garbage/recycling tipping fees)	\$1,365,555	\$1,362,220	
First year cost per household per month	\$6.65	\$6.64	
ASSUMED MONTHLY CONTRACT COLLECTION PRICE PER HOUSEHOLD			\$6
First year contract collection cost			\$1,231,704
Garbage Disposal Price per Ton (2018)	\$33.05	\$33.05	\$33.05
First year garbage disposal cost	\$372,588	\$372,588	\$372,588
Monthly garbage disposal cost per household	\$1.81	\$1.81	\$1.81
Recyclables Disposal Price per Ton (2018)	\$0.00	\$0.00	\$0.00
TOTAL OPERATING COST (First Year)	\$1,738,143	\$1,734,808	2,009,331
Monthly total operating cost per household	\$8.50	\$8.45	\$9.80

¹⁰ Wisconsin Garbage Collection Study (unpublished data), as provided by City staff.

Summary of Advantages and Disadvantages

The City has a mature and well-functioning garbage and recycling collection system. However, opportunities for greater efficiencies, employee safety, improved customer experience (ease of use, aesthetics) and increased recycling rates are available through equipment, operational and program/policy changes.

Option 2 and Option 3 assume a conversion to an automated collection system using trucks equipped with robotic arms and standardized carts for residential garbage and recycling instead of the current manual collection methods (Option 1).

Advantages of ASL Systems

There are various costs and benefits associated with a potential change to ASL trucks and carts for residential solid waste collections, which include the following.

Figure 4
Example of Automated Side Load Trucks



Worker Health, Safety and Job Satisfaction

Multiple independent studies have indicated sanitation worker health and safety is significantly improved with automated collection, especially when compared with full manual collection operations such as is used with the City's current residential system. This improved safety is due to significantly reduced lifting and the ability to serve most households from inside the truck cab using the ASL controls, avoiding the hazards of getting in and out of the truck which exposes employees to traffic and varying weather conditions.

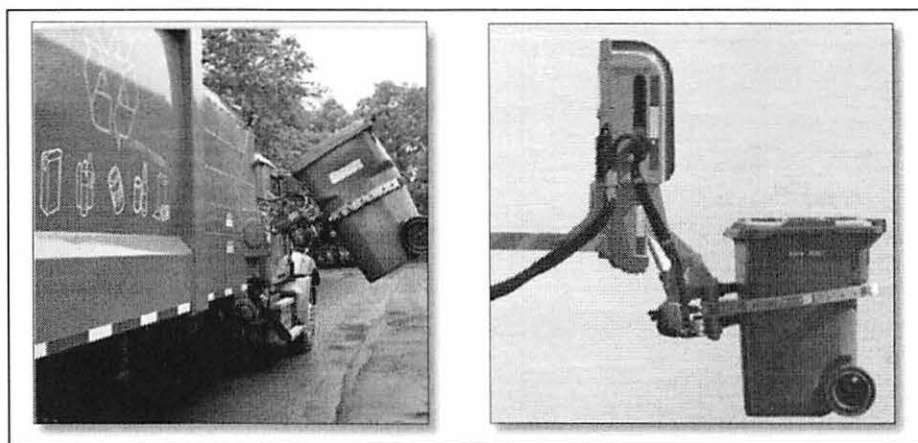
Automated systems are generally operated with one crew member and do not need a second crew member to serve as the helper. A second crew member may have additional safety risks of being outside of the truck when it is being operated.¹¹ The amount of

¹¹ National Institute for Occupational Safety and Health (NIOSH), Publication 97-110, "Preventing Worker Injuries and Deaths from Moving Refuse Collection Vehicles":
<https://www.cdc.gov/niosh/docs/97-110/pdfs/97-110sum.pdf>

exposure to hazards (e.g., sharps) is dramatically reduced with automated systems. There are typically direct savings in reduced accidents, injuries and lost time. ASL drivers report much higher job satisfaction and positive employee engagement due to working in the climate-controlled environment of their cab instead of having to get out at each stop.

ASL trucks do however require a higher level of operator training and certification compared to manual-loading trucks due to the more sophisticated robotics. Maintenance is also more complex. The purchase of ASL trucks would require an investment in the City's workforce.

Figure 5
Example of Automated Side Load Lifting Arms



Route Productivity

Route productivity (measured as “stops per hour”) typically increases with automated collection systems. The time for an automated truck to pick up, tip and set down a cart is on average much less than the time it takes for a crew member to get out of the cab, lift the bags (or other receptacles) of materials into the truck hopper, occasionally cycle the packer ram blade from outside the truck, and then get back into the cab. The time in-between stops would be the same between an automated system and the current manual system.

Resident Convenience Due to Standardized Carts

When provided with standardized, wheeled, lidded carts, residents typically comment on the added convenience, improved safety, added capacity and privacy. The wheels on the carts make moving materials to the collection location easier for residents with less lifting and carrying of multiple receptacles.

Figure 6
Example of Standardized Cart



Source: http://tools.recyclingpartnership.org/wp-content/uploads/2017/03/recycling_carts_guide.pdf

Under a potential new automated system, the City could offer two cart sizes. The standard “large” sized cart would be about ninety-five (95) gallons (nominal capacity). The standard “medium” sized cart would be about sixty-five (65) gallons (nominal capacity). Depending on the cart size, cart manufacturer, automated truck system, and City specifications the maximum weight in a medium or large cart could range from 200 to 300 pounds.

Under the potential new system, residents may still be required to bag their garbage and place the secured/tied bags inside their City-provided cart. This keeps the carts cleaner and helps further prevent blowing litter during the cart unloading operations particularly under windy conditions.

The current recycling blue bags and paper bundles are publicly visible and thus less secure. The lids on carts help prevent recyclables from getting wet. The cart design and construction with tight fitting, hinged lids generally provide added protection against rodents and other animals resulting in less fugitive litter and providing improved neighborhood aesthetics. For Option 2 and Option 3, Foth assumed the City would own the carts and residents would no longer need to purchase blue bags for recyclables.

Figure 7
Example of Set Out of Carts for Automated Service

(Stock Foth Photograph)



Carts used in an automated system typically increase recycling participation and recovery. Other communities have typically experienced 10 to 30 percent increases in recyclables by switching from bins to carts. This increase was not accounted for in Foth's analysis due to the difficulty of predicting a specific outcome. Additionally, since the City is paying the costs associated with disposal of garbage and processing of recyclables in both Options 2 and 3, an increase in recycling and decrease in garbage would effectively change the per household costs equally for either option.

Modernizing the City Fleet of Trucks

Option 2 assumes the City's Streets & Sanitation Division would retire its existing fleet of trucks and convert to six new ASL trucks. The City would be able to take advantage of the opportunity to modernize its fleet, significantly reduce the average age of the trucks, and help reduce annual maintenance costs.

Opportunities for Third Party Grants and Technical Assistance

Converting to an automated system with standardized carts creates additional opportunities for third party grants and technical assistance. One source of technical assistance is The Recycling Partnership (TRP). TRP offers recycling cart grants, free technical assistance, public education tools and other resources for recycling program improvements such as upgrading to carts.¹²

¹² The Recycling Partnership (TRP) web site: <https://recyclingpartnership.org/>

Disadvantages of Automated Systems

Disadvantages of a potential new automated system includes: the capital and maintenance costs of the new ASL – equipped trucks, the costs of the carts, and the education needed for the change to a new standard of materials preparation and set-out instructions.

Higher Truck Capital and Maintenance Costs

The average cost of purchasing an ASL-equipped truck is generally more expensive than standard rear-load packer trucks of the same size. This analysis uses a conservative budgeting estimate of \$275,000 per truck.

Vehicles with automated equipment generally require more maintenance due to the increased number and complexity of the mechanical parts. This analysis conservatively estimates 30 percent more maintenance per new ASL truck compared to current rear-load packer trucks.

For option 2, Foth recommends the City develop a regular ASL truck maintenance schedule and routine to help extend the life of the robotic arm and other truck components.

Higher Cart Capital and Maintenance Costs

The purchase of standardized carts is an essential component of an automated system. These carts are conservatively estimated to cost \$57 each. Option 2 and Option 3 assumed the City would budget for a new cart replacement and maintenance program.

Storage of Carts

Whenever a solid waste program converts to the use of standardized carts, whether for garbage or recycling, some residents are concerned there will be a lack of adequate storage space in their garage or alongside their house. This is a legitimate concern and the City may need to discuss potential policy and procedural options (e.g., different cart size choices, options for storage location restrictions, requirements that the cart not be left on the boulevard after collection, etc.)

Avoidance of Overhead Obstacles

ASL drivers must be fully trained to avoid overhead obstacles (e.g., wires, tree branches, etc.) when operating the robotic arm. The Streets and Sanitation Division will need to evaluate the need to trim boulevard trees that obstruct safe operation of the trucks prior to the launch of the new ASL system evaluated (Option 2 or Option 3). The cost of tree trimming was not included in this analysis and is assumed to be the same for Option 2 and Option 3.

Municipal versus Contract Operations Risk Analysis

Option 1 and Option 2 in this analysis both assume the City will own and operate the garbage and recycling collection system, regardless of the collection equipment. Option 3 assumes the same collection methods and the same equipment as Option 2 except that ownership of trucks and all operations are contracted to a private hauler.

This section of the analysis explores the relative risks and benefits of municipal versus contract collection operations. This risk analysis is a preliminary framework for further discussion and policy development. For example, if the City elects to contract its collection system, further planning is needed, including more detailed written collection service specifications. With Option 3, the City would need to utilize a request for proposal (RFP) or other standard procurement process.

Risks of Municipal Operations

The following risks are an outline of potential disadvantages to continued municipal operations:

- ◆ Management demands continue and may increase.
- ◆ Operational requirements will likely increase as more material streams are added into the City's list of collection services (e.g., yard waste, bulky items, etc.).
- ◆ Taking advantage of changing collection technologies and other industry innovations require specialized knowledge about solid waste collection systems.
- ◆ Workers compensation insurance rates and injury claims for the City may increase.

Many of these risks identified above will be similar to the risks of private contract operations, but the risks and benefits may be shared differently.

For most of the risks of municipal operations above, mitigation strategies are available such as management training and systems planning. Also, continuing education and peer networking are additional means to anticipate changing industry trends.

Risks of Private Collection Contract Operations

The underlying assumption for Option 3 is that both garbage and recycling collections would be contracted to a private hauler via RFP or similar procurement process. Option 3 also includes the assumption that the City would continue to do the billing and customer service. (e.g., residents call the City for service change requests).

For this analysis, Foth assumed the City's contract for garbage disposal and recyclables processing/marketing services would remain as a separate contract (essentially "as is" under the current system) for all three options. Option 3 assumes disposal and processing will continue to be a separate contract, and the City will purchase the carts.

The following risks are an outline of potential disadvantages to a change to contract collection operations:

- ◆ After contracting and within the term of the contract (e.g., five years), the service may need to change and the City may have a challenge getting a competitive price for a change order.
- ◆ There may be a lack of adequate competition if the City releases a RFP for contracted collection services. For example, only one company may respond.
- ◆ In the future, the City may not be able to readily get back into the collection operations if the City sells all of its garbage and recycling trucks and re-assigns or lays off its garbage and recycling crews. Combined with the risk, lack of competition, this may also mean that there is little “back up” plan if the contractor is unable to continue service for whatever reason.
- ◆ Coordination of contracted disposal service with contracted collection service is a City risk. (E.g., the transfer station contractor could require conditions that cause the City to pay for a change order for the contract hauler).
- ◆ The City’s management demands would change to contract oversight and compliance, hauler performance monitoring, and dealing with customer complaints about the hauler. For example, the contractor may fail to perform collection or customer service operations per the contract standards or customer expectations.
- ◆ The customer service may be adversely affected if there are changes to the contractor’s key management personnel or if the contractor sells to another firm.
- ◆ Operational requirements could still increase as more material streams are added into the list of collection services (e.g., yard waste, bulky items, etc.). This could become a procurement challenge to get competitive rates for expanded service during the term of a contract.
- ◆ Funding sources may change or become less reliable from a City cost perspective. A contract may not have adequate flexibility to change terms if the City needs to adjust to a new revenue reality. For example, less funding may require less service.

As noted, many of these risks identified above will be similar to the risks of municipal operations. In some cases, the collection contract may specify how these risks and management services will be shared between the City and the contractor. The relationship and close communication between City staff and the contractor will be a key strategy to a successful partnership and quality service to Sheboygan residents.

Findings and Conclusions

Program Findings

1. Prices per household per month including collection services, garbage disposal, recycling processing, and cart purchase, where applicable are \$8.50 for Option 1, \$8.45 for Option 2, and \$9.80 for Option 3.
2. This cost and benefit analysis used a simple cost analysis approach deemed appropriate for the current project. However, a more detailed analysis may be warranted including: a multi-year discounted cash flow analysis of these options; financing options and costs; review of non-Sanitation Division City costs impacted by the decision.
3. This analysis assumed no change for yard waste and bulky waste items collections. These and other non-curbside collected materials would continue to be managed and collected as per the current system without change.

Implementation of Automated Collection with ASL Trucks

4. Option 2 of this cost analysis assumes the City would purchase six, new ASL trucks to service all residents' garbage and recycling needs using one collection driver per truck and one material type per truck (e.g., garbage or recycling). The ASL trucks should both be "standard" style bodies with single compartments.
5. The City should consider retiring and selling the existing trucks even though some useful life remains, to ensure a City wide transition happens at one time. No estimated value was assigned to these vehicles for Option 2.
6. To optimize the efficiency gains of the new ASL system, residential route collection should be revised.

Implementation of Automated Collection with Carts

7. Along with the ASL trucks, standardized, garbage and recycling carts should be purchased and rolled-out to all residents in the City.
8. The City should contact The Recycling Partnership to explore a recycling cart grant and associated implementation technical assistance services.
9. The City could still require residents to contain the garbage in plastic garbage bags to reduce the potential for wind-blown litter during unloading and to keep the garbage carts more sanitary.

Implementation and Education

10. For Option 2 and Option 3, the City would need to develop a detailed implementation plan for all elements of the new automated system including: truck purchase (Option 2); cart purchase; community engagement / public education; ordinance amendment; route optimization plans (Option 2); cart roll-out; etc. The comprehensive implementation plan would be outlined and scheduled to help coordinate the overall project.

11. There are many other communities that have made the conversion to ASL systems with carts that can be used as examples for campaign plans.
12. Once additional technical details are planned, implementation of the new system will require an ordinance amendment to provide the legal and enforcement structure needed to implement many of the new requirements (e.g., resident set out instructions; prohibited items; etc.).
13. Boulevard trees with overhanging branches may be obstacles to the automated robotic arm. Option 2 and Option 3 assume the Streets and Sanitation Division would inventory and trim these obstructing boulevard trees prior to the launch of the new automated system.

Appendices

Appendix A: Survey Results and Comments

Appendix A
Survey Results and Comments

Appendix
2017 and 2018 City of Sheboygan Community Survey:
Results Excerpts Pertaining to Solid Waste and Recycling

2017 Community Survey

Q6 Please share with us any comments you wish to make.
(Answered: 410; Skipped: 656)

Reference #	Comments
31.	"As someone not originally from Sheboygan, I find it abhorrent that we throw our trash bags the side of the road. Not only is it an eye sore, it allows animals to get into the trash and litter the area. I despise the fact that we do not have garbage cans. Even worse, I think it's terrible that we are responsible for purchasing blue garbage bags for recycle, and they aren't in blue bags, the recyclable items are thrown away. This is one of my biggest issues with this city. It makes us look cheap. It makes us look like we're living in the 50's. I cannot believe that this is protocol. I don't care how much it costs to implement trucks that can pick up waste receptacles, it NEEDS to happen. We will turn off any young blood from coming to Sheboygan because literally EVERYWHERE else, people are using garbage and recycle cans.
49.	Stop trying to grow and tighten the belt on what we have. -Bring more attention to the downtown and lake front and less on the highway corridor that will naturally grow. -Nice streets = people wanting to buy a house on that nice street. Come down even harder on slumlords/landlords. A single rundown rental (the majority of rundown houses are rentals) will ruin an entire block of decent homes. -Eliminate the bus service (it's not cost effective and WAY under-utilized). You could give taxi tokens to every person that currently uses the buses (as many as they need) and the city would be further ahead dollar wise. Yes, the city would buy the tokens, but the net result would be incredibly fruitful. -We absolutely need to start using garbage cans at every residence. The number of rodents/seagulls ripping into garbage bags is mind boggling, and the aftermath is atrocious.
74.	1) Did not know we have a tv station 2) need to attract more businesses 3) need to add garbage cans like other cities use, this place is filthy on trash day from birds attacking garbage bags
93.	Please hire a garbage pickup company so we can use plastic containers. Putting garbage out in bags is unsightly and unsanitary. I would be willing to pay more for this service
143.	The roads are embarrassing. Garbage collection needs to be in automated pickup receptacles. The neighborhoods look bad on trash day
174.	The city needs to have residential trash containers for garbage and recycling

like other cities instead of just having residents set garbage on curb. Garbage should be in trash containers

220. Garbage on street is disgusting and archaic. Need to go to container system like most of the communities around us use.
233. Can we get some garbage bins so the animals aren't dragging trash everywhere.
238. It's time for some tough decisions. Staffing fire trucks without enough people to perform all the necessary functions at a fire. Georgia Ave. was supposed to be done almost 25 years ago and PART of it is finally scheduled.
Garbage pickup is a feast for the birds, time for bins and automated trucks or privatization. These are examples that are top of mind now, but there are lots of other things that need strong leadership to fix.
248. Cancel leaf pick up in Fall. Stop picking up garbage in black bags.
290. City needs trash cans for garbage. City of Sheboygan seems to be behind on this. Also, would like to see more available paths and places for families with dogs. I feel this is not a pet friendly community. Overall, an ok community to live. It's sad to see so many business go under or leave. Very disappointed to see another grocery store and a Sam's Club coming to the community.
332. With the amount of seagulls we have I think it would be wise to explore the city garbage and recycling cans. So many bags get ripped open by the birds. We need to seriously address the bigotry in this community! The number of deaths by overdose needs to be known. We can't shelter the community from those facts.
345. I would love to see the municipal garbage cans that can be used on the curb. The birds are terrible with tearing up the plastic bags. Some of the neighborhoods have way too many city trees. I don't feel safe walking down those streets because you can't even see the street lights through the trees.
355. Why not let people use roller trash containers like the town does? Why not allow dogs in parks with poop bags?
387. I think the garbage collection and environmental protection could be improved with city provided garbage and recycling bins instead of allowing loose bags of garbage and recycling.
405. I think the city is doing a good job protecting the natural environment. However, if the city moves forward with a fourth Kohler gold course in the Town of Wilson my opinion will change drastically. One of our favorite places to walk our dog is the horse park. It would be sad to see that land be partially used by another golf course we don't need! I would like to see more days available for curbside yard waste pick-up. We have small cars that makes it difficult for us to haul the waste. I also have very bad allergies which makes it difficult for us to burn the yard waste. Another improvement for proficiency, and beautification of the city would be everyone have the same garbage and recycling bin.

2018 Community Survey

Q13 The city is reviewing its list of critical project and potential new initiatives for implementation in 2019 and 2020. Please share with us any project or initiatives that you would like the city to pursue in 2019 and 2020.

(Answered: 787; Skipped: 400)

Reference #	Comments
107	garbage collection in bins instead of plastic bags
150	Garbage pick-up is a potential health hazard. Bags need to be in receptacles.
190	Something needs to be done about garbage and recycling. Most cities have the canisters out in the curb provided by the city. The garbage bags strewn about is really gross and very off putting.
201	Continue to repave streets. -Install more street lights. -More public trashcans in neighborhoods. - Privatize garbage/recycling collection so we can use cans. This would prevent loose trash being blown around in the wind and cats/raccoons/etc from getting into the bags overnight.
247	City provided garbage cans rather than the current system
333	FIX THE STREETS! PROVIDING A MEANS OF GETTING RID OF HOUSEHOLD JUNK EVEN A FEW TIMES A YEAR WOULD BE GREAT. USED TO HAVE A DROP OFF SITE FOR IT. COSTS AN ARM AND A LEG TO TAKE IT TO A PRIVATE SERVICE, CAN IMAGINE WHAT PEOPLES GARAGES AND BASEMENTS LOOK LIKE WITH UNWANTED ITEMS THAT COST SO MUCH TO GET RID OF. I EVEN SEE A LOT OF JUNK IN PEOPLES BACK YARDS. EVEN CHARGING A FAIR PRICE FOR THE SERVICE WOULD BE ACCEPTABLE.
359	garbage and recycle bins and trucks that pick them up - like other communities.
377	would like to see public works begin using curbside bins for garbage and recycling collection. I would also love to see sidewalks on my block of Main Avenue, and yes, I'd be ok paying my share.
551	I would like cleaner streets which means every household should put their trash in a bin provided by the city. Any damaged cans that needs to be replace should be the resident responsibility. This will keep streets clean and away from wild animals such as seagulls and/or small mammals.
604	- WSCS should be putting their content on YouTube vs. using an obscure player mode. Makes sharing content via social media more difficult. - Garbage pickup in bags looks bad. Shocked the community hasn't switched to using garbage bins as it also uses fewer staff to complete the task. Automate downtown parking meters (I'd happily pay more not to carry random change around) - Shocked there is a large call for a community center on the Armory. The YMCA which holds community programming, recreation, and teen center is two blocks from there. If you can save the building, save it. But don't hesitate to move on if the local group isn't up to the task.

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred R. O. No. 103-18-19 by City Clerk submitting a communication from Matt Wierzbach regarding parking during the Para World Sailing Championships; recommends to file the document and approve the Resolution granting 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



Res. No. _____ - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION regarding temporary parking restrictions related to the Para World Sailing Championships.

WHEREAS, the 2018 Para World Sailing Championships are scheduled for September 16 through 22, 2018 in Sheboygan, Wisconsin; and

WHEREAS, the primary location for this event will be at the Sheboygan Yacht Club and Harbor Centre Marina; and

WHEREAS, the expectation is that this will be a large event that requires staging areas for before, during, and after the event; and

WHEREAS, the Department of Public Works and Police Department have the general police power to regulate parking; and

WHEREAS, pursuant to Sec. 118-126 of the Municipal Code, the common council shall establish regulations limiting the time and prescribe the hours for parking, standing and stopping of vehicles and shall designate the areas in streets, alleys and other public places to which the regulations apply.

NOW, THEREFORE, BE IT RESOLVED:

Section 1. The Department of Public Works and the Police Department have the general police power to regulate parking.

Section 2. In accordance with that general police power, the Department of Public Works and Police Department are authorized and directed to do the following:

- (a) Reserve the parking stalls on the western boundary of the southern Harbor Centre Marina parking lot for use related to the Para World Sailing Championships from September 7, 2018 until September 11, 2018.
- (b) Reserve the entire southern Harbor Centre Marina parking lot (the portion of the parking lot south of the entrance at Broughton Drive and New York Avenue) for use related to the Para World Sailing Championships from September 12, 2018 until September 25, 2018.
- (c) Install signs to give notification of the aforementioned temporary parking restrictions.
- (d) Install barriers to effectuate these temporary parking restrictions.

Section 3. Nothing in this Resolution shall provide any additional parking restrictions for the portion of the Harbor Centre Marina parking lot that is north of the entrance at Broughton Drive and New York Avenue.

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

II

3.3

R. O. No. 103 - 18 - 19. By CITY CLERK. August 20, 2018.

Submitting a communication from Matt Wierzbach regarding parking during the Para World Sailing Championships.

Public Works

CITY CLERK



USA 2018
Para
World Sailing
Championships



August 1, 2018

City of Sheboygan
Common Council Members
626 Center Ave
Sheboygan WI 53081

Dear members of the Sheboygan Common Council,

The Sailing Education Association of Sheboygan (SEAS), will be hosting the Para World Sailing Championships for all disabilities the week of Sept. 16th-22th. The primary location will be at the Sheboygan Yacht Club and Harbor Centre Marina with spectating for races off of South Pier. We are very excited to be hosting these events as it brings focus to the City of Sheboygan to the sailing world.

This event will be one of our largest with containers and boats coming from around the world. Therefore, we request permission from the City of Sheboygan Common Council to use space in the parking lot located at the Harbor Centre Marina immediately north of the Sheboygan Yacht Club, in front of the Sheboygan Youth Sailing Center, to store containers for easy access, evening storage of the boats, mobile facilities for officials, and to relocate the sailboats from the Sheboygan Yacht Club during the week of the event from Sept. 16-22. The day after the conclusion of the World Sailing Championships, the boats will be returned to the lot on the Sheboygan Yacht Club grounds and containers will begin to leave.

We seek permission to reserve the parking stalls on the western most portion of the parking lot as early as September 7th and close the full lot as of September 12th- 25th. By only using a portion for containers prior to the event we hope to minimize disruption to as much as possible. We also ask permission to use the Armory parking lot for additional storage and parking space beginning September 7th.

Thank you for your consideration.

With respect,

A handwritten signature in black ink, appearing to read "Matt Wierzbach".

Matt Wierzbach
Regatta Chairman



R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 4, 2018.

Your Committee to whom was referred R. O. No. 105-18-19 by City Clerk submitting various license applications; recommends granting the following licenses:

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9783	Bakewell, Brianna L.	2103 S. 7 th Street
2371	Crandell, Danette M.	530 S. 13 th Street
1511	Donath, Kayla A.	1824 Washington Avenue
2373	Harms, Shelly A.	1619A Nagle Avenue, Manitowoc
2367	Huibregtse, Samantha A.	1124 Erie Avenue
2368	Klunck, Quintin T.	1422 S. 19 th Street
2375	Krahenbuhl, Joshua M.	1229 S. 7 th Street Apt. 1
2374	Mattson, Taryn M.	N9001 Dairyland Drive, Cleveland
7963	Mehn, Sydney R.	625A Leavens Avenue, Sheboygan Falls
2372	Nelson, Sara J.	1810 N. 9 th Street
2370	Peaine, Alexxus R.	1019 N. 12 th Street
2376	Ward, Carrissa A.	1432A Superior Avenue
4783	Zimmerman, Leslie J.	1542 Sibley Court

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street - Two day event 09/14/18-09/15/18 to include the parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8 th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The parking lot is on 8 th Street and starts at the Southern edge of the building located at 1122 N. 8 th Street (the Gaming Generations business). This is a Space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8 th and 9 th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from 8 th Street entrance to approximately 130ft west for use of the event.

Consent

3056 Gotta Getcha In Oasis

840 Wilson Avenue - One day event to be held 09/07/18 to include parking lots to the North, West, East and South of the business.

3056 Gotta Getcha In Oasis

840 Wilson Avenue - One day event to be held 09/25/18 to include parking lots to the North, West, East and South of the business.

3117 Harbor Lights IV

434 Pennsylvania Avenue - One day event to be held 09/22/18. I would like to close the 5th St. road off for a Breast Cancer Benefit from Penn Ave to Franklin St. on the west side of Harbor Lights and have a one day festival.

2921 The Walkabout

2401 Calumet Drive - One day event to be held 09/08/18 to include driveway and grassy area north of building.

CLASS "C" WINE LICENSE (June 30, 2019) (NEW)

No. Name

Address

3353 Rendez-Vous

1332 S. 13th Street

_____	_____
_____	_____
_____	_____

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

City Matters

8.1

R. O. No. 105 18 - 19. By CITY CLERK. August 20, 2018.

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

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
9783	Bakewell, Brianna L.	2103 S. 7 th Street
2371	Crandell, Danette M.	530 S. 13 th Street
1511	Donath, Kayla A.	1824 Washington Avenue
2373	Harms, Shelly A.	1619A Nagle Avenue, Manitowoc
2367	Huibregtse, Samantha A.	1124 Erie Avenue
2368	Klunck, Quintin T.	1422 S. 19 th Street
2375	Krahenbuhl, Joshua M.	1229 S. 7 th Street Apt. 1
2374	Mattson, Taryn M.	N9001 Dairyland Drive, Cleveland
7963	Mehn, Sydney R.	625A Leavens Avenue, Sheboygan Falls
2372	Nelson, Sara J.	1810 N. 9 th Street
2370	Peaine, Alexxus R.	1019 N. 12 th Street
2376	Ward, Carrissa A.	1432A Superior Avenue
4783	Zimmerman, Leslie J.	1542 Sibley Court

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2742	8 th Street Ale Haus	1132 N. 8 th Street - Two day event 09/14/18-09/15/18 to include the parking lot south of the Holman building and part of the alleyway south of said parking lot. The entire 8 th Street Ale Haus parking lot up to and including a portion of the alleyway that abuts it on its southern end. The parking lot is on 8 th Street and starts at the Southern edge of the building located at 1122 N. 8 th Street (the Gaming Generations business). This is a Space of approximately 110ft by 45ft. On the southern end is the alley way that intersects with 8 th and 9 th Street and is between Erie and St. Claire Ave. We also request a portion of said alleyway from 8 th Street entrance to approximately 130ft west for use of the event.

AHPS.

3056 Gotta Getcha In Oasis	840 Wilson Avenue - One day event to be held 09/07/18 to include parking lots to the North, West, East and South of the business.
3056 Gotta Getcha In Oasis	840 Wilson Avenue - One day event to be held 09/25/18 to include parking lots to the North, West, East and South of the business.
3117 Harbor Lights IV	434 Pennsylvania Avenue - One day event to be held 09/22/18. I would like to close the 5 th St. road off for a Breast Cancer Benefit from Penn Ave to Franklin St. on the west side of Harbor Lights and have a one day festival.
2921 The Walkabout	2401 Calumet Drive - One day event to be held 09/08/18 to include driveway and grassy area north of building.

CLASS "C" WINE LICENSE (June 30, 2019) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3353	Rendez-Vous	1332 S. 13 th Street

GROUND LEASE AMENDMENT NO. 1

This Ground Lease Amendment No. 1 is entered into this 17th day of September 2018, between the City of Sheboygan, a Wisconsin municipality ("Landlord") and PAJA Properties, LLC, a Wisconsin limited liability company ("Tenant").

The Ground Lease dated November 2, 2015 is amended as follows:

1. Section 1.01. Premises, is amended as follows: Exhibit AA and the property described therein replaces Exhibit A for the real estate subject to the Ground Lease.
2. In all other respects, the Ground Lease shall remain in full force and effect.

LANDLORD:

TENANT:

CITY OF SHEBOYGAN

PAJA PROPERTIES, LLC

BY Michael VanDerSteen
MICHAEL VANBERSTEEN, Mayor

BY Aaron Sloma
AARON SLOMA, Member

BY Meredith DeBruin
MEREDITH DeBRUIN, City Clerk

AP Lulloff
LAND SURVEY, LLC

Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.894.2151

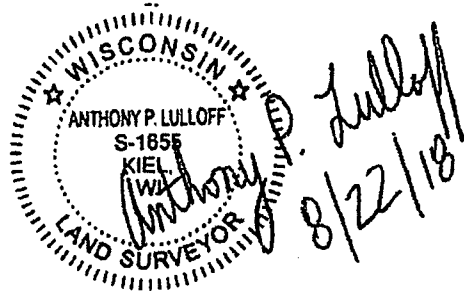
August 22, 2018

GROUND LEASE DESCRIPTION
IN SECTION 23, T.15 N., R. 23 E.,
CITY OF SHEBOYGAN PARCEL #59281109920

Part of the Lots 5 and 6, Block 206, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Southeast Corner of Block 181, Original Plat, City of Sheboygan; thence S89°-37'-57"E 66.00 feet to a point on the East Right of Way for Riverfront Drive; thence S89°-36'-57"E along the North right of way line for vacated Virginia Avenue 88.96 feet; thence S00°-12'-28"W 77.01 feet to the point of beginning; thence S12°-23'-01"W 46.06 feet; thence S03°-07'-04"W 37.65 feet; thence S86°-36'-08"E 40.55 feet; thence S00°-38'-15"W 26.99 feet; thence S85°-09'-50"E 38.00 feet; thence N11°-19'-51"E 46.95 feet; thence N00°-17'-03"E 68.62 feet; thence N89°-36'-57"W 75.68 feet to the point of beginning and containing 8151 square feet (0.19 acres) of land.

Prepared for:
Viand Hospitality
631 Madison Avenue
Howards Grove, WI 53083



PO: 2180407.02

SHEET 1 OF 2

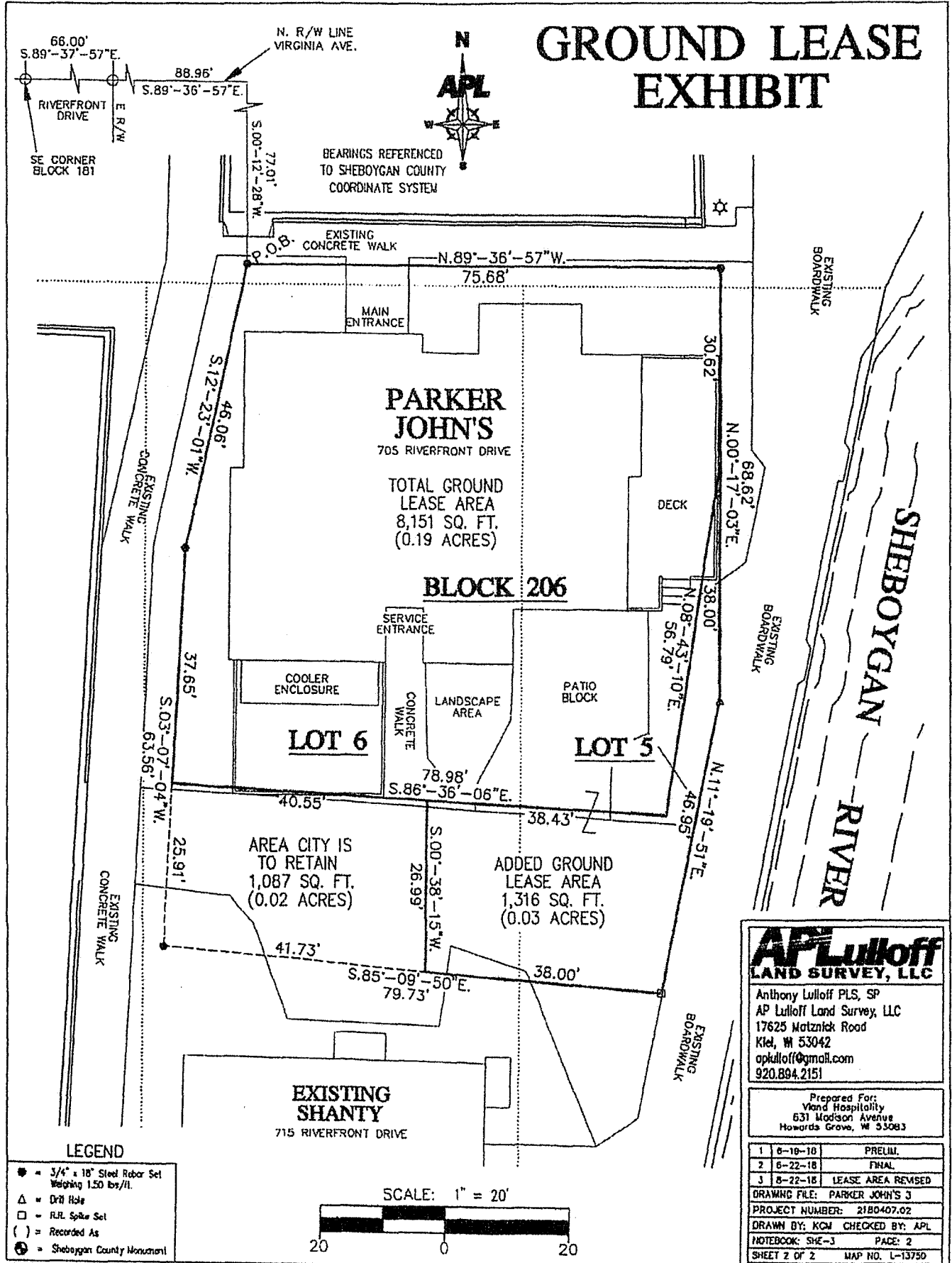
L-13750

EXHIBIT AA

GROUND LEASE EXHIBIT



BEARINGS REFERENCED TO SHEBOYGAN COUNTY COORDINATE SYSTEM



LEGEND

- = 3/4" x 18" Steel Rebar Set Weighing 1.50 lbs./ft.
- △ = Drill Hole
- = R/L Spike Set
- () = Recorded As
- ⊙ = Sheboygan County Monument

SCALE: 1" = 20'



AP Lulloff LAND SURVEY, LLC

Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.884.2151

Prepared For:
Vand Hospitality
631 Madison Avenue
Howard Grove, WI 53083

1	6-18-18	PRELIM.
2	6-22-18	FINAL
3	8-22-18	LEASE AREA REMBED
DRAWING FILE:		PARKER JOHN'S J
PROJECT NUMBER:		2180407.02
DRAWN BY:		KCN
CHECKED BY:		APL
NOTEBOOK:		SHE-3
PAGE:		2
SHEET 2 OF 2		MAP NO. L-13750

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
September 4, 2018.

Your Committee to whom was referred Res. No. 72-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC to include additional City-owned land; recommends approving the Resolution as amended.

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

4.2

Res. No. 72 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 20, 2018.

A RESOLUTION authorizing the appropriate City officials to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC to include additional City-owned land.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute Ground Lease Amendment No. 1 between the City of Sheboygan and PAJA Properties, LLC, a copy of which is attached hereto and incorporated herein.

*Finance Personnel
approve as amended.
(new map)*

Ronald Ruffin

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

GROUND LEASE AMENDMENT NO. 1

This Ground Lease Amendment No. 1 is entered into this _____ day of _____, 2018, between the City of Sheboygan, a Wisconsin municipality ("Landlord") and PAJA Properties, LLC, a Wisconsin limited liability company ("Tenant").

The Ground Lease dated November 2, 2015 is amended as follows:

1. Section 1.01. Premises, is amended as follows: Exhibit AA and the property described therein replaces Exhibit A for the real estate subject to the Ground Lease.
2. In all other respects, the Ground Lease shall remain in full force and effect.

LANDLORD:

CITY OF SHEBOYGAN

BY
MICHAEL VANDERSTEEN, Mayor

TENANT:

PAJA PROPERTIES, LLC

BY
AARON SLOMA, Member

BY
MEREDITH DeBRUIN, City Clerk

August 22, 2018



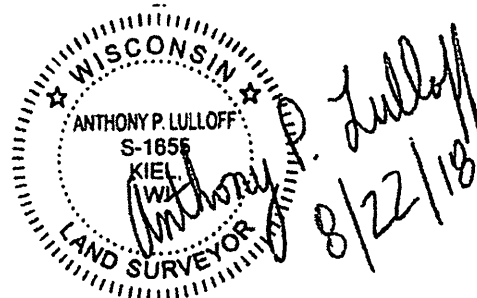
Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.894.2151

GROUND LEASE DESCRIPTION
IN SECTION 23, T.15 N., R. 23 E.,
CITY OF SHEBOYGAN PARCEL #59281109920

Part of the Lots 5 and 6, Block 206, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Southeast Corner of Block 181, Original Plat, City of Sheboygan; thence S89°-37'-57"E 66.00 feet to a point on the East Right of Way for Riverfront Drive; thence S89°-36'-57"E along the North right of way line for vacated Virginia Avenue 88.96 feet; thence S00°-12'-28"W 77.01 feet to the point of beginning; thence S12°-23'-01"W 46.06 feet; thence S03°-07'-04"W 37.65 feet; thence S86°-36'-06"E 40.55 feet; thence S00°-38'-15"W 26.99 feet; thence S85°-09'-50"E 38.00 feet; thence N11°-19'-51"E 46.95 feet; thence N00°-17'-03"E 68.82 feet; thence N89°-36'-57"W 75.68 feet to the point of beginning and containing 8151 square feet (0.19 acres) of land.

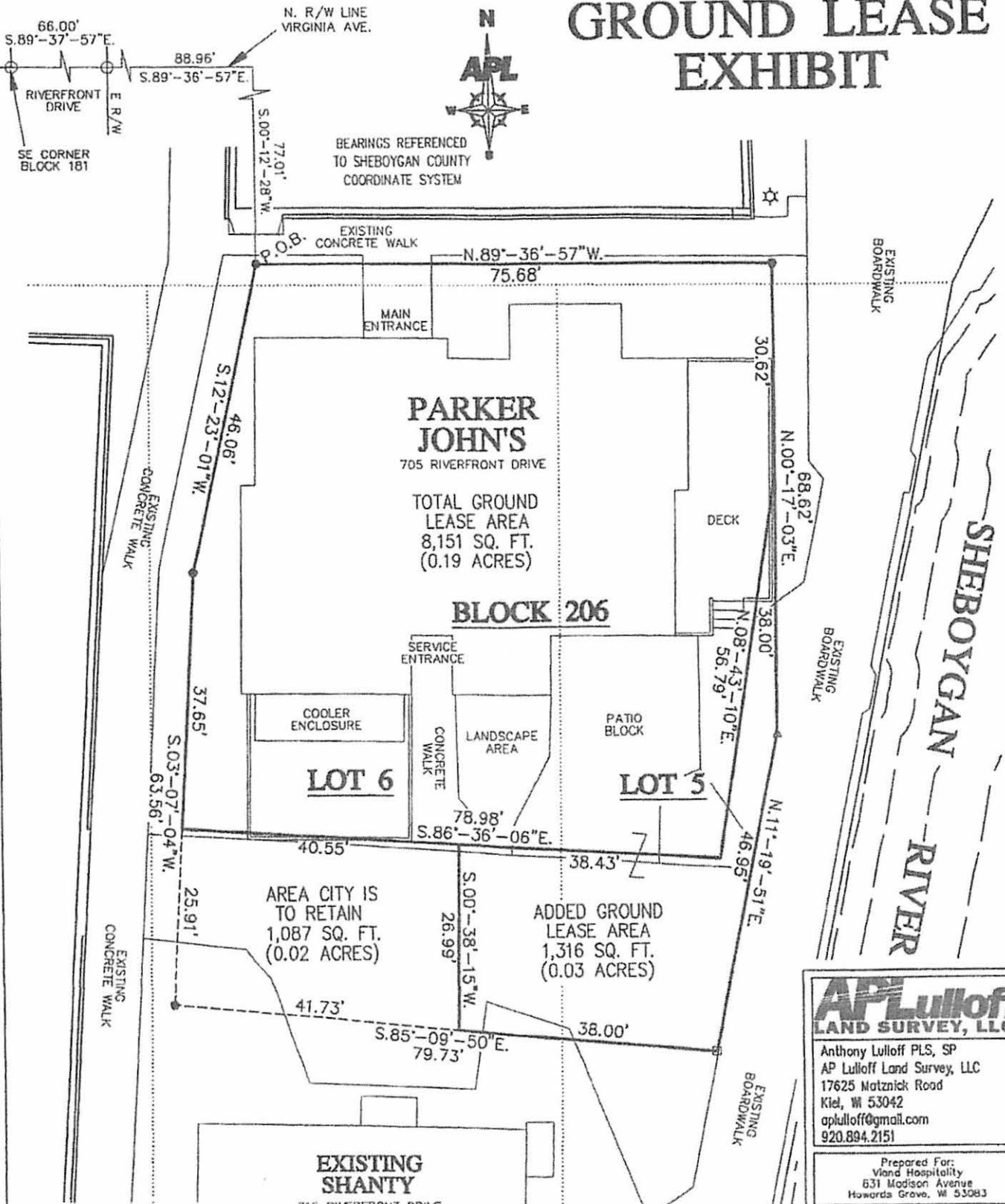
Prepared for:
Viand Hospitality
631 Madison Avenue
Howards Grove, WI 53083



GROUND LEASE EXHIBIT



BEARINGS REFERENCED TO SHEBOYGAN COUNTY COORDINATE SYSTEM



LEGEND

- = 3/4" x 18" Steel Rebar Set Weighing 1.50 lbs/ft.
- △ = Drill Hole
- = R.R. Spike Set
- () = Recorded As
- ⊙ = Sheboygan County Monument

SCALE: 1" = 20'



AP Lulloff LAND SURVEY, LLC

Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.894.2151

Prepared For:
Vland Hospitality
631 Madison Avenue
Howarda Grove, WI 53083

1	6-10-10	PRELIM.
2	6-22-18	FINAL
3	8-22-18	LEASE AREA REVISED
DRAWING FILE: PARKER JOHN'S J		
PROJECT NUMBER: 2180407.02		
DRAWN BY: KCM CHECKED BY: APL		
NOTEBOOK: SHE-3		PAGE: 2
SHEET 2 OF 2		MAP NO. L-13750

June 26, 2018

AP Lulloff LAND SURVEY, LLC

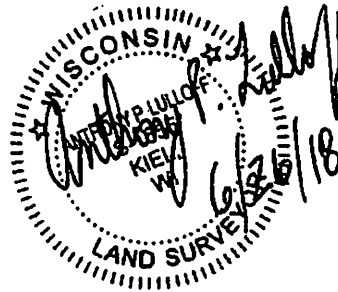
Anthony Lulloff PLS, SP
AP Lulloff Land Survey, LLC
17625 Matznick Road
Kiel, WI 53042
aplulloff@gmail.com
920.894.2151

GROUND LEASE DESCRIPTION IN SECTION 23, T.15 N., R. 23 E., CITY OF SHEBOYGAN PARCEL #59281109920

Part of the Lots 5 and 6, Block 206, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin described as follows:

Commencing at the Southeast Corner of Block 181, Original Plat, City of Sheboygan; thence S89°-37'-57"E 66.00 feet to a point on the East Right of Way for Riverfront Drive; thence S89°-36'-57"E along the North right of way line for vacated Virginia Avenue 88.96 feet; thence S00°-12'-28"W 77.01 feet to the point of beginning; thence S12°-23'-01"W 46.06 feet; thence S03°-07'-04"W 63.56 feet; thence S85°-09'-50"E 79.73 feet; thence N11°-19'-51"E 46.95 feet; thence N00°-17'-03"E 68.62 feet; thence N89°-36'-57"W 75.68 feet to the point of beginning and containing 9238 square feet (0.21 acres) of land.

Prepared for:
Viand Hospitality
631 Madison Avenue
Howards Grove, WI 53083



PO: 2180407.01

SHEET 1 OF 2

L-13750

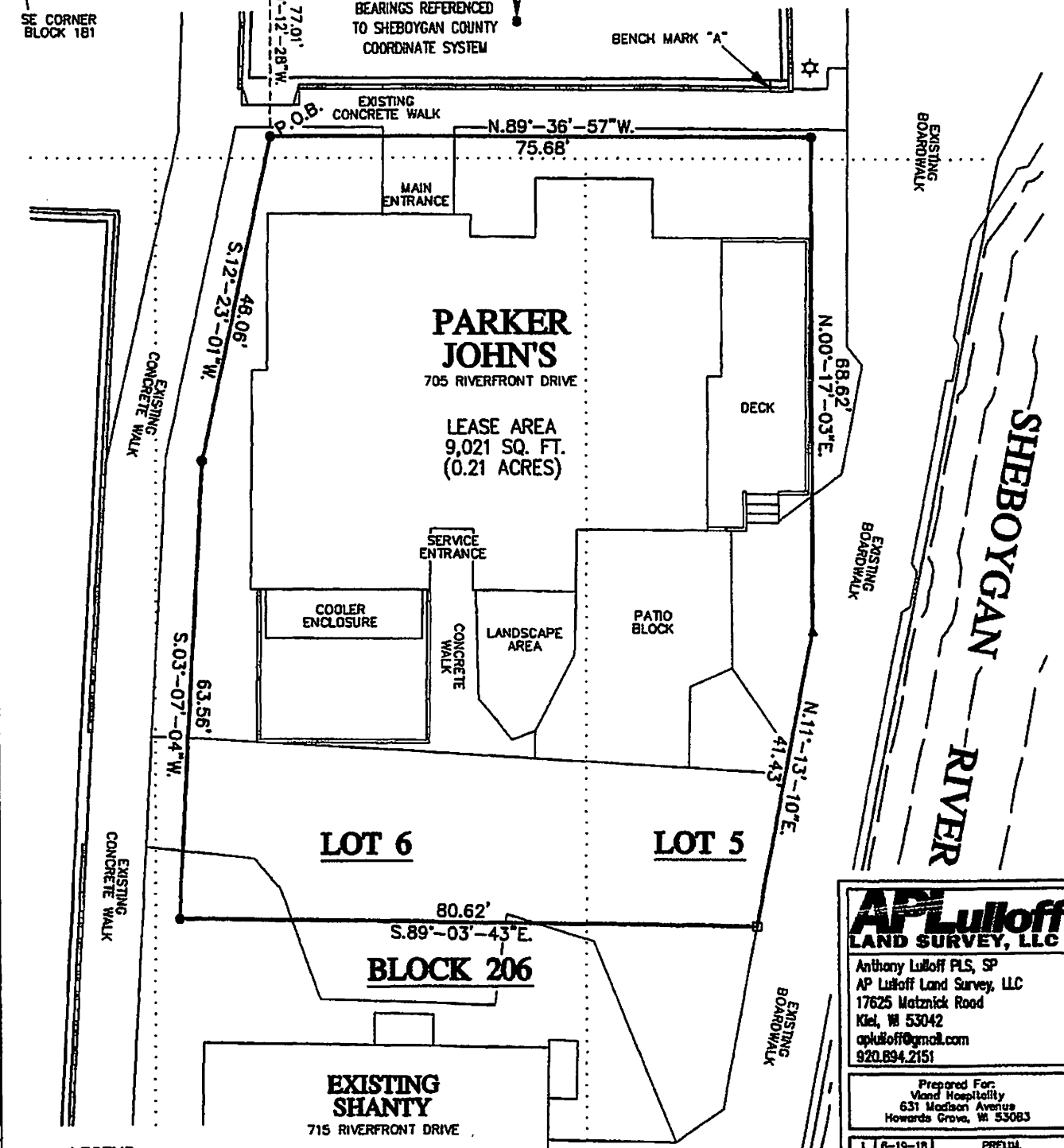
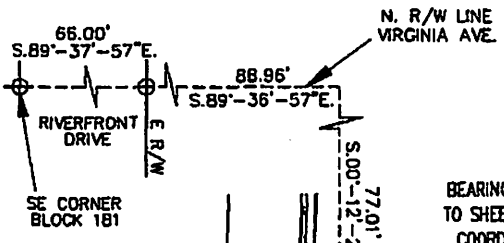
EXHIBIT AA

GROUND LEASE EXHIBIT

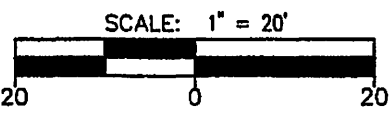


BEARINGS REFERENCED TO SHEBOYGAN COUNTY COORDINATE SYSTEM

BENCH MARK "A"



- LEGEND**
- - 3/4" x 18" Steel Rebar Set Weighing 1.50 lbs./ft.
 - △ - Mag Nail Set
 - - R.R. Spike Set
 - () - Recorded As
 - ⊙ - Sheboygan County Monument



APL Lulloff LAND SURVEY, LLC

Anthony Lulloff PLS, SP
 AP Lulloff Land Survey, LLC
 17625 Matznick Road
 Kiel, WI 53042
 aplulloff@gmail.com
 920.694.2151

Prepared For:
 Viscid Hospitality
 631 Madison Avenue
 Howards Grove, WI 53083

1	6-19-18	PRELIM
2	6-20-18	FINAL
DRAWING FILE: PARKER JOHN'S 3		
PROJECT NUMBER: 2180407.01		
DRAWN BY: KCM CHECKED BY: APL		
NOTEBOOK: SHE-3 PAGE: 2		
SHEET 2 OF 2 MAP NO. 6-13750		

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
September 4, 2018.

Your Committee to whom was referred Res. No. 73-18-19 by Alderpersons Rindfleisch and Bohren authorizing the sale of City-owned property to Glacial Lakes Conservancy, Inc.; 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

4.3

Res. No. 73 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 20, 2018.

A RESOLUTION authorizing the sale of City-owned property to Glacial Lakes Conservancy, Inc.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Offer to Purchase Agreement between the City of Sheboygan and Glacial Lakes Conservancy, Inc.

*Finance/
Personnel
approve*

Rosal Rindfleisch
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

OFFER TO PURCHASE AGREEMENT

This **OFFER TO PURCHASE AGREEMENT** (the "Offer Agreement") is made and entered into as of the dates set forth below, by and between the City of Sheboygan, Wisconsin, a municipal corporation (the "Seller") and Glacial Lakes Conservancy, Inc., a Wisconsin not-for-profit corporation. (the "Purchaser"). Purchaser and Seller are sometimes hereinafter singularly referred to as "Party" and collectively as "Parties"

WHEREAS, the City of Sheboygan is the sole owner of real property ("Property") located in the City of Sheboygan, Wisconsin, which is described in the attached Exhibit A and has the following tax parcel numbers: 59281216519, 59281216524, 59281216518;

WHEREAS, the Seller desires to sell and transfer all of its interest in the Property to the Purchaser, and the Purchaser desires to purchase the Property from the Seller;

WHEREAS, the purposes of this Offer Agreement are to set forth the terms of the sale of the Property by the Seller to the Purchaser; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Purchase Price. The Purchase Price for the Property is Four Hundred Fifty Thousand and no/100s Dollars (\$450,000.00). The Purchase Price, in the amount provided in this section, shall be paid in cash or equivalent at closing.

2. Earnest Money. Accompanying the executed copy of this Offer Agreement delivered by Purchaser to Seller is a single check in the amount of One Thousand Dollars (\$1000.00) (the "Earnest Money"). Seller will hold the Earnest Money check and disperse such Earnest Money only as provided herein. Additional Earnest Money of One Thousand Dollars (\$1000.00) will be mailed, or commercially or personally delivered to Sheboygan City Attorney Office, 606 N. 9th Street, Sheboygan, WI 53081, within five (5) days of the acceptance of this Offer Agreement by the Seller.

3. Binding Acceptance. Subject to the contingencies contained in Paragraph #14 herein, Binding Acceptance occurs when the Seller and the Purchaser have each signed one copy of this Offer Agreement or an identical copy and a signed copy (or facsimile) of the Offer Agreement has been delivered to Purchaser at 529 Ontario Avenue, Sheboygan, WI 53081 and to Purchaser's attorney on or before July 31, 2018 and to Chad Pelishek, Director of Planning and Development, City of Sheboygan, 606 N. 9th Street, Sheboygan, WI 53081. (chad.pelishek@sheboyganwi.gov)

4. Closing. The closing of the transactions provided for in this Offer Agreement, shall occur no later than December 31, 2018, unless extended by the Parties in writing.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, which representations and warranties shall survive the Closing, that: (a) such Seller has full power and authority to execute and deliver this Offer Agreement, to perform such Seller's

obligations hereunder, and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Offer Agreement and the consummation of the transaction provided for herein have been duly and validly authorized by all necessary action on the part of such Seller; (c) this Offer Agreement has been duly executed and delivered by such Seller and constitutes the valid and binding agreement of such Seller, enforceable against such Seller in accordance with its terms; and (d) there are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of such Seller, threatened against, relating to or involving such Seller which could reasonably be expected to adversely affect such Seller's ability to consummate the transactions contemplated by this Offer Agreement.

6. Zoning Classification Confirmation: This offer is contingent upon Seller providing to Purchaser verification that the Property is zoned Planned Unit Development and that the Property's zoning allows the Purchaser's proposed use of conservation and natural area or that the Seller has changed the zoning by the date of closing to permit Purchaser's proposed use.

7. Conveyance of Title: Upon payment of the Purchase Price Seller shall convey the Property by Warranty Deed free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, and recorded easement(s) for the distribution of utility and municipal services. Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Purchaser.

8. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, which representations and warranties shall survive the Closing that Purchaser has, or will obtain, full power and authority to execute and deliver this Offer Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Offer Agreement is contingent upon approval by the Common Council of the City of Sheboygan. Except as otherwise provided, this Offer Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser represents and warrants to Seller that there are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of Purchaser, threatened against, relating to or involving Purchaser which could reasonably be expected to adversely affect Purchaser's ability to consummate the transactions contemplated by this Offer Agreement.

9. Property Taxes: It is understood and agreed by the Parties that Purchaser may exercise its option to request a Property Tax Exemption under s. 70.11(2), Wis. Stats.

10. Default and Remedies.

a. Seller Default. In the event the Seller breaches its obligations hereunder, and if such breach is not cured within five (5) days from written notice from Purchaser to Seller, or within fifteen (15) days from such notice, if Seller has begun to cure the default within the initial five (5) days and continuously and diligently pursues the cure, the Purchaser may elect the following as Purchaser's sole and exclusive remedies: (i) terminate this Offer Agreement as to defaulting Seller, in Purchaser's sole discretion; and receive the original Earnest Money and additional Earnest

Money uncashed checks made payable to Seller with respect to whom the Offer Agreement has been terminated, in which event this Offer Agreement shall be null and void without further recourse as between Purchaser and the defaulting Seller; or (ii) take legal actions necessary for specific performance; or (iii) in the event that specific performance is not available through no fault of the Purchaser, request the uncashed original Earnest Money and additional Earnest Money uncashed checks, and sue defaulting Seller for actual damages.


- b. Purchaser Default. In the event Purchaser breaches its obligations to close hereunder, and if such breach is not cured within five (5) days from written notice from Seller to Purchaser, or within fifteen (15) days from such notice, if Purchaser has begun to cure the default within the initial five (5) days and continuously and diligently pursues the cure, Seller may elect the following as Seller's sole and exclusive remedies: (i) terminate this Offer Agreement and cash the original Earnest Money and additional Earnest Money checks made payable to Seller as liquidated damages, in which event this Offer Agreement shall be null and void as between Seller and Purchaser without further recourse to either of such Parties; or (ii) terminate this Offer Agreement and cash the original Earnest Money and additional Earnest Money checks made payable to Seller as partial payment of damages and sue Purchaser for any further damages. If Seller elects to terminate the Offer Agreement under this Paragraph, Purchaser shall have the option, exercisable by delivery of notice to the Seller within five (5) days after receipt of notice of termination from the Seller, to terminate this Offer Agreement in its entirety.
- c. Termination Without Default. Notwithstanding anything else contained in this Offer Agreement to the contrary, if the sale of the Property by the Seller to the Purchaser does not occur on or before December 31, 2018, due to no fault of any Party this Offer Agreement shall be extended for 180 days.

11. Notices. Any notices or other communications required or permitted hereunder shall be in writing (unless sent electronically by e-mail) and shall be considered delivered when (i) delivered by hand, (ii) mailed by certified mail, return receipt requested, first class postage prepaid, or (iii) sent via e-mail, addressed as follows (or to such other address as either Party may from time to time designate by written notice to the other:

To Seller: Chad Pelishek
 Director of Planning and Development
 City of Sheboygan
 606 N. 9th Street
 Sheboygan, WI 53081
 chad.pelishek@sheboyganwi.gov

With a copy to:

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

To Purchaser: Rose Phillips
 ~~Acting Director~~
Glacial Lakes Conservancy
529 Ontario Avenue
Sheboygan, WI 53081

With a copy to:

Attorney Peter McKeever
6302 Southern Circle
Monona, WI 53716
petermckeever@charter.net

12. Entire Agreement, Binding Effect; Amendment. Upon execution hereof by Purchaser and Seller, this instrument shall contain the entire agreement between the Parties hereto with respect to the transaction contemplated hereby. There shall be no agreements or understandings between the Parties other than those set forth herein or executed simultaneously herewith. This Offer Agreement shall be binding upon the Parties hereto and their respective successors and assigns. This Offer Agreement may be amended, modified, superseded or canceled only by a written instrument executed by Purchaser and Seller.

13. Financing. The Parties understand, accept and agree that this transaction is contingent on (1) funding for this transaction being provided by the Wisconsin Department of Natural Resources ("WDNR") via settlement funds obtained by the Trustees for natural resources for the Site known as the Sheboygan River and Harbor Natural Resource Damage Assessment and Restoration and (2) the WDNR receiving a conservation easement in the form depicted on Exhibit A from the Purchaser on the Property and (3) the purchaser of the property signing a grant agreement with DNR for the provision of funding.

14. Time of the Essence. Time is deemed to be of the essence with respect to all of the terms and provisions of this Offer Agreement.

15. Dispute Resolution. In the event of a dispute among the Parties to this Offer Agreement regarding the provisions of this Offer Agreement, any Party may, by written notice to the other Parties, call for mediation of the dispute before a mediator to be agreed upon by the Parties. If the dispute is not resolved by mediation within thirty (30) days of such notice, then any Party may proceed to exercise all rights and remedies available under applicable law and this Offer Agreement.

16. Counterparts, Facsimile Signatures. This Offer Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts together shall constitute but one and the same agreement. Signed documents transmitted by facsimile or by e-mail shall be accepted by the Parties as original for purposes of this Offer Agreement.

17. Brokers. Each Party represents and warrants to the other Parties that he/she has not employed and is not liable for the payment of a fee or commission to a finder, broker, governmental official, consultant or similar person in connection with the transactions contemplated by this Offer Agreement, and that such party shall so certify in writing at Closing.

18. Governing Law. This Offer Agreement concerns real property located in the State of Wisconsin, has been negotiated within the State of Wisconsin and shall be interpreted and construed according to the internal laws of the State of Wisconsin.

19. Captions. The captions in this Offer Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

20. Binding Effect. The terms and conditions of this Offer Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

21. Assignment by Purchaser. Purchaser shall have the right to assign this Offer Agreement to any affiliate of Purchaser; provided, however, Purchaser shall not be released of the liabilities hereunder.

22. Survival of Warranties/Obligations. Each of the obligations and warranties of each of the parties set forth herein shall survive the Closing of the transaction contemplated herein without limitation.

23. Construction of Agreement. The Parties covenant and agree that the Parties to this Offer Agreement have had the opportunity to participate fully and equally in the negotiation and preparation hereof, and, accordingly, that this Offer Agreement shall not be construed more strictly against either Party hereto, nor any ambiguities within this Offer Agreement resolved against either Party hereto.

24. Execution Time Limit. This Offer Agreement shall be void and of no force or effect if not executed by Seller and delivered to Purchaser's attorney by September 15, 2018 unless extended in writing by Purchaser.

[Signature Page of the Offer to Purchase Agreement to Follow]

IN WITNESS WHEREOF, the Parties have caused this Offer to Purchase Agreement to be executed as of the dates set forth below.

SELLER:

For the City of Sheboygan:

Michael Vandersteen
Title: _____

Meredith DeBruin
Title: _____

Dated this _____ day of _____, 2018

PURCHASER:

Glacial Lakes Conservancy, Inc.

By:



Andrew Morris, President

Dated this 16th day of August, 2018

Exhibit A

Description of Property

Tax parcels: 59281216519, 59281216524, 5928121651

**Exhibit B. Grant of Conservation Easement
(Following 21 pages)**

OFFER TO PURCHASE AGREEMENT

This **OFFER TO PURCHASE AGREEMENT** (the "Offer Agreement") is made and entered into as of the dates set forth below, by and between the City of Sheboygan, Wisconsin, a municipal corporation (the "Seller") and Glacial Lakes Conservancy, Inc., a Wisconsin not-for-profit corporation. (the "Purchaser"). Purchaser and Seller are sometimes hereinafter singularly referred to as "Party" and collectively as "Parties"

WHEREAS, the City of Sheboygan is the sole owner of real property ("Property") located in the City of Sheboygan, Wisconsin, which is described in the attached Exhibit A and has the following tax parcel numbers: 59281216519, 59281216524, 59281216518;

WHEREAS, the Seller desires to sell and transfer all of its interest in the Property to the Purchaser, and the Purchaser desires to purchase the Property from the Seller;

WHEREAS, the purposes of this Offer Agreement are to set forth the terms of the sale of the Property by the Seller to the Purchaser; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Parties hereby agree as follows:

1. Purchase Price. The Purchase Price for the Property is Four Hundred Fifty Thousand and no/100s Dollars (\$450,000.00). The Purchase Price, in the amount provided in this section, shall be paid in cash or equivalent at closing.

2. Earnest Money. Accompanying the executed copy of this Offer Agreement delivered by Purchaser to Seller is a single check in the amount of One Thousand Dollars (\$1000.00) (the "Earnest Money"). Seller will hold the Earnest Money check and disperse such Earnest Money only as provided herein. Additional Earnest Money of One Thousand Dollars (\$1000.00) will be mailed, or commercially or personally delivered to Sheboygan City Attorney Office, 606 N. 9th Street, Sheboygan, WI 53081, within five (5) days of the acceptance of this Offer Agreement by the Seller.

3. Binding Acceptance. Subject to the contingencies contained in Paragraph #14 herein, Binding Acceptance occurs when the Seller and the Purchaser have each signed one copy of this Offer Agreement or an identical copy and a signed copy (or facsimile) of the Offer Agreement has been delivered to Purchaser at 529 Ontario Avenue, Sheboygan, WI 53081 and to Purchaser's attorney on or before July 31, 2018 and to Chad Pelishek, Director of Planning and Development, City of Sheboygan, 606 N. 9th Street, Sheboygan, WI 53081. (chad.pelishek@sheboyganwi.gov)

4. Closing. The closing of the transactions provided for in this Offer Agreement, shall occur no later than December 31, 2018, unless extended by the Parties in writing.

5. Representations and Warranties of Seller. Seller represents and warrants to Purchaser, which representations and warranties shall survive the Closing, that: (a) such Seller has full power and authority to execute and deliver this Offer Agreement, to perform such Seller's

obligations hereunder, and to consummate the transactions contemplated hereby; (b) the execution and delivery of this Offer Agreement and the consummation of the transaction provided for herein have been duly and validly authorized by all necessary action on the part of such Seller; (c) this Offer Agreement has been duly executed and delivered by such Seller and constitutes the valid and binding agreement of such Seller, enforceable against such Seller in accordance with its terms; and (d) there are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of such Seller, threatened against, relating to or involving such Seller which could reasonably be expected to adversely affect such Seller's ability to consummate the transactions contemplated by this Offer Agreement.

6. Zoning Classification Confirmation: This offer is contingent upon Seller providing to Purchaser verification that the Property is zoned Planned Unit Development and that the Property's zoning allows the Purchaser's proposed use of conservation and natural area or that the Seller has changed the zoning by the date of closing to permit Purchaser's proposed use.

7. Conveyance of Title: Upon payment of the Purchase Price Seller shall convey the Property by Warranty Deed free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, and recorded easement(s) for the distribution of utility and municipal services. Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Purchaser.

8. Representations and Warranties of Purchaser. Purchaser represents and warrants to Seller, which representations and warranties shall survive the Closing that Purchaser has, or will obtain, full power and authority to execute and deliver this Offer Agreement, to perform its obligations hereunder, and to consummate the transactions contemplated hereby. This Offer Agreement is contingent upon approval by the Common Council of the City of Sheboygan. Except as otherwise provided, this Offer Agreement has been duly executed and delivered by Purchaser and constitutes the valid and binding agreement of Purchaser, enforceable against Purchaser in accordance with its terms. Purchaser represents and warrants to Seller that there are no suits, actions, claims, proceedings or investigations pending or, to the knowledge of Purchaser, threatened against, relating to or involving Purchaser which could reasonably be expected to adversely affect Purchaser's ability to consummate the transactions contemplated by this Offer Agreement.

9. Property Taxes: It is understood and agreed by the Parties that Purchaser may exercise its option to request a Property Tax Exemption under s. 70.11(2), Wis. Stats.

10. Default and Remedies.

a. Seller Default. In the event the Seller breaches its obligations hereunder, and if such breach is not cured within five (5) days from written notice from Purchaser to Seller, or within fifteen (15) days from such notice, if Seller has begun to cure the default within the initial five (5) days and continuously and diligently pursues the cure, the Purchaser may elect the following as Purchaser's sole and exclusive remedies: (i) terminate this Offer Agreement as to defaulting Seller, in Purchaser's sole discretion; and receive the original Earnest Money and additional Earnest

Money uncashed checks made payable to Seller with respect to whom the Offer Agreement has been terminated, in which event this Offer Agreement shall be null and void without further recourse as between Purchaser and the defaulting Seller; or (ii) take legal actions necessary for specific performance; or (iii) in the event that specific performance is not available through no fault of the Purchaser, request the uncashed original Earnest Money and additional Earnest Money uncashed checks, and sue defaulting Seller for actual damages.

- b. Purchaser Default. In the event Purchaser breaches its obligations to close hereunder, and if such breach is not cured within five (5) days from written notice from Seller to Purchaser, or within fifteen (15) days from such notice, if Purchaser has begun to cure the default within the initial five (5) days and continuously and diligently pursues the cure, Seller may elect the following as Seller's sole and exclusive remedies: (i) terminate this Offer Agreement and cash the original Earnest Money and additional Earnest Money checks made payable to Seller as liquidated damages, in which event this Offer Agreement shall be null and void as between Seller and Purchaser without further recourse to either of such Parties; or (ii) terminate this Offer Agreement and cash the original Earnest Money and additional Earnest Money checks made payable to Seller as partial payment of damages and sue Purchaser for any further damages. If Seller elects to terminate the Offer Agreement under this Paragraph, Purchaser shall have the option, exercisable by delivery of notice to the Seller within five (5) days after receipt of notice of termination from the Seller, to terminate this Offer Agreement in its entirety.
- c. Termination Without Default. Notwithstanding anything else contained in this Offer Agreement to the contrary, if the sale of the Property by the Seller to the Purchaser does not occur on or before December 31, 2018, due to no fault of any Party this Offer Agreement shall be extended for 180 days.

11. Notices. Any notices or other communications required or permitted hereunder shall be in writing (unless sent electronically by e-mail) and shall be considered delivered when (i) delivered by hand, (ii) mailed by certified mail, return receipt requested, first class postage prepaid, or (iii) sent via e-mail, addressed as follows (or to such other address as either Party may from time to time designate by written notice to the other:

To Seller: Chad Pelishek
Director of Planning and Development
City of Sheboygan
606 N. 9th Street
Sheboygan, WI 53081
chad.pelishek@sheboyganwi.gov

With a copy to:

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

To Purchaser: Rose Phillips
R. Phillips *Christina* Acting Director
Glacial Lakes Conservancy
529 Ontario Avenue
Sheboygan, WI 53081

With a copy to:

Attorney Peter McKeever
6302 Southern Circle
Monona, WI 53716
petermckeever@charter.net

12. Entire Agreement, Binding Effect; Amendment. Upon execution hereof by Purchaser and Seller, this instrument shall contain the entire agreement between the Parties hereto with respect to the transaction contemplated hereby. There shall be no agreements or understandings between the Parties other than those set forth herein or executed simultaneously herewith. This Offer Agreement shall be binding upon the Parties hereto and their respective successors and assigns. This Offer Agreement may be amended, modified, superseded or canceled only by a written instrument executed by Purchaser and Seller.

13. Financing. The Parties understand, accept and agree that this transaction is contingent on (1) funding for this transaction being provided by the Wisconsin Department of Natural Resources ("WDNR") via settlement funds obtained by the Trustees for natural resources for the Site known as the Sheboygan River and Harbor Natural Resource Damage Assessment and Restoration and (2) the WDNR receiving a conservation easement in the form depicted on Exhibit A from the Purchaser on the Property and (3) the purchaser of the property signing a grant agreement with DNR for the provision of funding.

14. Time of the Essence. Time is deemed to be of the essence with respect to all of the terms and provisions of this Offer Agreement.

15. Dispute Resolution. In the event of a dispute among the Parties to this Offer Agreement regarding the provisions of this Offer Agreement, any Party may, by written notice to the other Parties, call for mediation of the dispute before a mediator to be agreed upon by the Parties. If the dispute is not resolved by mediation within thirty (30) days of such notice, then any Party may proceed to exercise all rights and remedies available under applicable law and this Offer Agreement.

16. Counterparts, Facsimile Signatures. This Offer Agreement may be executed in several counterparts, each of which shall be deemed an original, but such counterparts together shall constitute but one and the same agreement. Signed documents transmitted by facsimile or by e-mail shall be accepted by the Parties as original for purposes of this Offer Agreement.

17. Brokers. Each Party represents and warrants to the other Parties that he/she has not employed and is not liable for the payment of a fee or commission to a finder, broker, governmental official, consultant or similar person in connection with the transactions contemplated by this Offer Agreement, and that such party shall so certify in writing at Closing.

18. Governing Law. This Offer Agreement concerns real property located in the State of Wisconsin, has been negotiated within the State of Wisconsin and shall be interpreted and construed according to the internal laws of the State of Wisconsin.

19. Captions. The captions in this Offer Agreement are inserted only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions, terms or conditions hereof.

20. Binding Effect. The terms and conditions of this Offer Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and assigns.

21. Assignment by Purchaser. Purchaser shall have the right to assign this Offer Agreement to any affiliate of Purchaser; provided, however, Purchaser shall not be released of the liabilities hereunder.

22. Survival of Warranties/Obligations. Each of the obligations and warranties of each of the parties set forth herein shall survive the Closing of the transaction contemplated herein without limitation.

23. Construction of Agreement. The Parties covenant and agree that the Parties to this Offer Agreement have had the opportunity to participate fully and equally in the negotiation and preparation hereof, and, accordingly, that this Offer Agreement shall not be construed more strictly against either Party hereto, nor any ambiguities within this Offer Agreement resolved against either Party hereto.

24. Execution Time Limit. This Offer Agreement shall be void and of no force or effect if not executed by Seller and delivered to Purchaser's attorney by September 15, 2018 unless extended in writing by Purchaser.

[Signature Page of the Offer to Purchase Agreement to Follow]

IN WITNESS WHEREOF, the Parties have caused this Offer to Purchase Agreement to be executed as of the dates set forth below.


SELLER:

For the City of Sheboygan:



Michael Vandersteen

Title: MAYOR



Meredith DeBruin

Title: CITY CLERK

Dated this 16th day of SEPTEMBER 2018

PURCHASER:

Glacial Lakes Conservancy, Inc.

By:



Andrew Morris, President

Dated this 16th day of August, 2018

Exhibit A

Description of Property

Tax parcels: 59281216519, 59281216524, 5928121651

**Exhibit B. Grant of Conservation Easement
(Following 21 pages)**

VIII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 4, 2018.

Your Committee to whom was referred Res. No. 74-18-19 by Alderperson Donohue authorizing application for the 2018 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County; 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

4.4

Res. No. 74 - 18 - 19. By Alderperson Donohue. August 20, 2018.

A RESOLUTION authorizing application for the 2018 Justice Assistance Grant Program Award (Local Solicitation) and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$15,154 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$15,154, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement;

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2018 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan under terms similar to previous memoranda of understanding with Sheboygan County for previous similar grant award sharing.

LHPB

Jay Lynn Donohue

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 LICENSING, HEARINGS and PUBLIC SAFETY COMMITTEE
CONSIDERATION**

ITEM DESCRIPTION: Resolution to Authorize Application for the 2018 Justice Assistance Grant Program Award.

REPORT PREPARED BY: Christopher Domagalski, Chief of Police

REPORT DATE: August 15, 2018

MEETING DATE: August 29, 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:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is a provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides local units of government with critical funding necessary to support a range of program areas including technology improvement. Funds are awarded on a formula basis and eligible applicants are limited to units of local government that appear on the allocations list. The City of Sheboygan and Sheboygan County are eligible to obtain a grant in the amount of \$ 15,154. To obtain the funds the City and County must enter into a Memorandum of Understanding and share the proceeds.

STAFF COMMENTS:

The City and the County have a long history of entering into a Memorandum of Understanding and sharing the proceeds of this grant. Application for this grant will allow the Police Department to leverage federal resources to purchase two semi rugged laptop computers and docking stations for use in police department squads.

ACTION REQUESTED:

Motion to recommend to the council to approve and authorize the Chief of Police and Mayor to execute the 2018 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan.

ATTACHMENTS:

- I. Res. No. 00-18-19

**FISCAL YEAR 2018 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)**

THIS AGREEMENT is made and entered into this _____ day of August, 2018, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2018 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2018 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with County in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$15,154.00
City Portion	7,577.00
County Portion	7,577.00

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in

performing the services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherequirements.htm. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein and further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

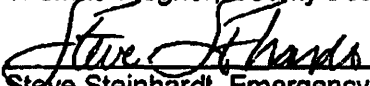
Michael J. Vandersteen, Mayor


Christopher Domagalski, Chief of Police

Date
8/22/2018

Date

COUNTY OF SHEBOYGAN:

Thomas Wegner, County Board Chair


Steve Steinhardt, Emergency Management
Director

8-21-18

Date
8-21-18

Date

R:\CLIENT\08299\00021\00128183.DOCX

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred Res. No. 75-18-19 by Alderpersons Wolf and Sorenson authorizing executing an easement for a mini-storm sewer (Berken); 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

4.5


Res. No. 75 - 18 - 19. By Alderpersons Wolf and Sorenson. August 20, 2018.

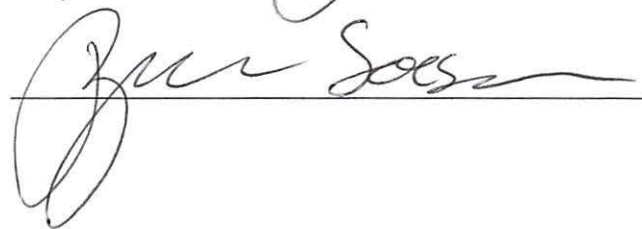
A RESOLUTION authorizing executing an easement for a mini-storm sewer.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached Easement for the City to construct a mini-storm sewer at the following location:

Tony M. and Nancy L. Berken, 3228 North 7th Street, Sheboygan, WI

*Public Works
approve*





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

EASEMENT

THIS INDENTURE, made this _____ day of _____, 2018, by Tony M. Berken, and Nancy L. Berken, a married couple residing at 3228 N. 7th Street, Sheboygan, Wisconsin 53081, “GRANTOR,” and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, “GRANTEE”;

Return To:
City Attorney
828 Center Avenue, Suite 304
Sheboygan WI 53081-4442

59281012140
Tax Parcel No.

WITNESSETH:

KNOW ALL MEN BY THESE PRESENTS, that the said GRANTOR, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said GRANTEE, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained, hereby grants a permanent easement to GRANTEE for municipal purposes, to construct and maintain a mini-storm sewer in, under, and along the north 8 feet and the west 8 feet of the following described property:

NORTH SHORE SUBDIVISION NO. ONE (1), THE NORTH THIRTY ONE (31) FEET OF LOT TWO (2), ALL OF LOT THREE (3), AND THE EAST FIFTEEN (15) FEET OF THE SOUTH SIXTY SEVEN (67) FEET SIX (6) INCHES, OF LOT FIVE (5), ALL IN BLOCK TWO (2), ALSO THE EAST FIFTEEN (15) FEET OF THE VACATED PLAYGROUND ADJACENT THERETO, EXCLUDING THE SOUTH SEVENTY SEVEN (77) FEET THEREOF, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN.

The GRANTOR further grants unto the GRANTEE, its successors and assigns, the right, privilege and easement to enter on said premises for the purposes of laying, patrolling, maintaining, cleaning, repairing and renewing said mini-storm sewer.

GRANTEE shall not specially assess GRANTOR for the mini-storm sewer construction. However, GRANTOR acknowledges and agrees that no site restoration is to be provided by GRANTEE in connection with construction of the mini-storm sewer.

The covenants herein contained shall be binding upon the parties hereto and their successors and assigns.

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred Res. No. 76-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into contract with Vortex International Inc. of Montreal Canada, through a cooperative purchasing agreement with National Purchasing Partners (NPP), for the purposes of purchasing and installing a 58 feet five inch by 41 feet seven inch splash pad facility in Optimist Park; 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

4.6

Res. No. 76 - 18 - 19. By Alderperson Wolf. August 20, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Vortex International Inc. of Montreal Canada, through a cooperative purchasing agreement with National Purchasing Partners (NPP), for the purposes of purchasing and installing a 58 feet five inch by 41 feet seven inch splash pad facility in Optimist Park.

WHEREAS, the cooperative purchasing agreement through National Purchasing Partners is a national agreement which meets all specifications and waives the need for competitive bidding for this project.

WHEREAS, Community Recreation Specialists Inc. of Verona Wisconsin is the distributor in Wisconsin for Vortex International Aquatic Structures and will be responsible for the installation and startup, and will also provide training for city staff for startup, seasonal shutdown and ongoing maintenance of the equipment.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Vortex International Inc. of Montreal Canada in the amount not to exceed \$160,000 for the purchase and installation of a splash pad in Optimist Park and are authorized to draw funds from the following accounts: 26553000-631100 \$35,000, 47753000-631100 \$75,000, 40053000-631100 \$10,000, and 10153000-631100 \$40,000 in payment of same.

Public Works approve.



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 PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred Res. No. 77-18-19 by Alderperson Wolf authorizing the acceptance and signing of a sanitary sewer easement across the future Fairfield Inn property located on South Taylor Drive; 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

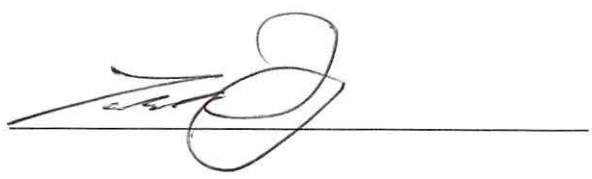
4.7

Res. No. 77 - 18 - 19. By Alderperson Wolf. August 20, 2018.

A RESOLUTION authorizing the acceptance and signing of a sanitary sewer easement across the future Fairfield Inn property located on South Taylor Drive.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby authorizes the Mayor and City Clerk to sign and record the Sanitary Sewer Easement, a copy of which is attached hereto and incorporate herein.

*Public Works
approve.*



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

Document Number

Document Title

SANITARY SEWER EASEMENT

THIS INDENTURE, made this **XX** day of **MONTH**, 2018, by Sheb Pro, LLC, a Wisconsin limited liability company, "**GRANTOR**", and the City of Sheboygan, a Municipal Corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 304
Sheboygan, WI 53081-1442

Part of 59281470615 and
Part of 59281470610
Parcel Identification Number (PIN)

WITNESSETH:

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

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive 20' wide easement to construct, operate, use, maintain, and repair a sanitary sewer in, under, and along the property shown and described in Exhibit "A" – Map and Exhibit "B" – Legal Description.
2. Said Sanitary Sewer Easement area contains 0.123 Acres (5,342 Square Feet) of land.
3. Said sanitary sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.
4. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.
5. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.
6. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.
7. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS THEREOF, the GRANTOR, has caused this instrument to be signed and sealed this

_____ day of _____, 2018.

IN PRESENCE OF:

OWNER:

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

STATE OF _____)

) SS

COUNTY OF _____)

Personally came before me this ____ day of _____, 2018, the above named

_____ and _____

to me known to be the persons who executed the foregoing instrument and to me known to be the

_____ of said land and acknowledged that they executed the foregoing instrument as such by its authority.

Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Michael Vandersteen
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2018, the above named Michael Vandersteen and Meredith DeBruin to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Charles C. Adams
Wisconsin State Bar No. 01021454

EASEMENT EXHIBIT "B"



N2472 Mentink Road
Oostburg, WI 53070
Phone: (920) 564-6812
Email: john@compositesurveying.com

John M. DuMez – Wisconsin Professional Land Surveyor S-2267
July 23, 2018

Page 2 of 2

A Proposed 20-foot wide utility easement located on Lot 1 and Lot 2 of a Certified Survey Map recorded in Volume 23, Page 190 of C.S.M.s as Document Number 1840281 being part of the NW ¼ of the SW ¼ of Section 4, T14N-R23E, City of Sheboygan, Sheboygan County, Wisconsin described as:

Commencing at the southeast corner of said Lot 1 of Certified Survey Map recorded in Volume 23, Page 190 of C.S.M.'s as Document Number 1840281, said point being the point of beginning; thence along the right-of-way line of South Taylor Drive and the south line of said Certified Survey Map, N41°51'16"W 268.00 feet; thence N48°08'44"E 20.00 feet; thence S41°51'16"E 266.25 feet to the right of way line of the Union Pacific Railroad; thence along said right-of-way line, S43°09'18"W 20.08 feet to the point of beginning.

VIII

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred Res. No. 78-18-19 by Alderperson Wolf authorizing the appropriate City Officials to enter into a contract with Pipetek Infrastructure Services in the amount of \$97,156.00, for Capital Improvement Televising; recommends approving the Resolution.

CONSLA

_____ 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. 78 - 18 - 19. By Alderperson Wolf. August 20, 2018.

A RESOLUTION authorizing the appropriate City Officials to enter into a contract with Pipetek Infrastructure Services in the amount of \$97,156.00, for Capital Improvement Televising.

WHEREAS, one bid was received in response to bid #2423-18. The low bid received from Pipetek Infrastructure Services has been determined to meet all the specifications.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into a contract with Pipetek Infrastructure Services in the amount of \$97,156.00, for Capital Improvement Televising.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on account #60134110-631400 - Wastewater Utility Fund - Sanitary Sewer Lines for \$97,156.00 in payment of same.

Public Works approve.



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

FROM: TO:94596142 09/05/2018 13:39:47 #393 P.002/004

RIGHT OF ENTRY AND RELEASE AGREEMENT

This Right of Entry and Release Agreement ("Agreement") is entered into this 5th day of September, 2018 ("Effective Date") by and between Wisconsin Power and Light Company ("WPL" or "Owner") and City of Sheboygan Fire Department, Wisconsin (the "User"). WPL and the User may also be referred to in this Agreement as a "Party" and collectively as the "Parties."

BACKGROUND

A. WPL operates the Edgewater Generating Station located on the property at 3739 Lakeshore Drive, Sheboygan, WI 53081 ("Edgewater");

B. WPL has contracted with CMC Rescue, Inc., to provide training to WPL's employees on confined spaces and high-angle rescues at Edgewater ("Rescue Training"). The Rescue Training will consist of both classroom time and hands-on exercises at Edgewater. The Rescue Training will involve the use of WPL's rescue equipment that has been inspected, certified, and calibrated, and it will not involve chemicals or hazardous substances; and

C. Both Parties desire for User's employees to participate in the Rescue Training, because the Rescue Training will allow User's employees to become familiar with WPL's facility at Edgewater. Such familiarity is critical to executing a successful rescue in the event of an actual emergency rescue.

AGREEMENT AND RELEASE

In consideration of the mutual agreement contained herein and for other good and valuable consideration, the Parties agree as follows:

1. *Right of Entry.* Subject to the User's compliance with following procedure, WPL grants the User the temporary right to have User's employees enter Edgewater for the purpose of participating in the Rescue Training on the dates where Rescue Training is scheduled.

2. *Indemnification and Release.*

2.1 The User shall indemnify WPL, its affiliates and their respective officers, employees, directors, insurers and agents (for purposes of this Section 2, collectively "WPL") from any claims, suits, penalties, causes of action, costs and expenses (including attorneys' fees) caused by or arising out of the User's employee's use of Edgewater during the Rescue Training, except where caused by the sole negligence or willful misconduct of WPL.

2.2 The provisions of this Section 2 shall survive the expiration or any earlier termination of this Agreement.

FROM: TO:94596142 09/05/2018 13:40:41 #393 P.003/004

3. *Insurance.* The User is self-insured for Workers Compensation and agrees to waive subrogation in favor of the Owner. During the Term of Agreement, WPL shall procure and maintain in effect Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

4. *Term and Termination.* This Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2021, provided that WPL may terminate this Agreement at any time, with or without cause, by providing the User with five (5) days advance notice.

5. *Miscellaneous.*

5.1 Waiver and Severability. If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein.

5.2 Counterparts and Third Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The use of facsimile or PDF signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed. Other than WPL's affiliates, there is no third party beneficiary of this Agreement, and the provisions of this Agreement do not impart enforceable rights to anyone who is not a party.

5.3 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Wisconsin, and any actions proceedings or claims brought by either Party against the other and arising out of this Agreement must be brought in the state or federal courts located in Madison, Wisconsin.

5.4 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof, and no representations, promises or other agreements, whether oral or written, not contained herein shall be of any force or effect. This Agreement may be amended only by a writing signed by both Parties.

5.5 Successors and Assigns. The User shall not assign, delegate, transfer, subcontract or sublet this Agreement or any part thereof, whether voluntarily or by operation of law, without the prior written consent of WPL, which consent may be withheld in the WPL's sole discretion, and any assignment, transfer, sublet or subcontract made in violation of the foregoing shall be void and of no effect. The interests, rights, powers, duties and liabilities of the Parties shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the Parties.

FROM: TO:94596142 09/05/2018 13:41:44 #393 P.004/004

5.6. Inspection, Certification, and Calibration of Equipment. WPL represents and warrants that all equipment owned by WPL which will be used in the Rescue Training ("Equipment") has been inspected, certified, and calibrated. WPL will provide copies of any inspection and certification documents upon request of User. Notwithstanding any other provision in this Agreement, if the Equipment is not inspected, certified, and calibrated, and User's employees suffer any loss, WPL shall indemnify User and User's employees from that loss. The provisions of this Section 5.6 shall survive the expiration or any earlier termination of this Agreement.

5.7 No Chemicals or Hazardous Substances. WPL represents and warrants that there will be no chemicals or hazardous substances used in the Rescue Training. Notwithstanding any other provision in this Agreement, if chemicals or hazardous substances are used in the training, and User's employees suffer any loss, WPL shall indemnify User and User's employees from that loss. The provisions of this Section 5.7 shall survive the expiration or any earlier termination of this Agreement.

IN WITNESS WHEREOF each Party has caused its duly authorized representative to execute this Agreement in manner and form sufficient to bind the Parties.

USER:

OWNER:

City of Sheboygan Fire Department

Wisconsin Power and Light Company

By:

By:

Name:

Name:

Title:

Title:

Michael T. Romas
Michael T. Romas
FIRE CHIEF

Jennifer L. Zillmer
Jennifer L. Zillmer
Sr. Generation Safety Spcl.

VIII

R. C. No. _____ - 18 - 19. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 81-18-19 by Alderperson Donohue authorizing the Sheboygan Fire Department to enter into a Right of Entry and Release Agreement with Wisconsin Power and Light Company regarding rescue training to be conducted at Wisconsin Power and Light Company's facility at Edgewater Generating Station; 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

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 81 - 18 - 19. By Alderperson Donohue. August 29, 2018.

A RESOLUTION authorizing the Sheboygan Fire Department to enter into a Right of Entry and Release Agreement with Wisconsin Power and Light Company regarding rescue training to be conducted at Wisconsin Power and Light Company's facility at Edgewater Generating Station.

NOW, THEREFORE, BE IT RESOLVED: That the Sheboygan Fire Department is authorized to execute the Right of Entry and Release Agreement, a copy of which is attached hereto.

RHP

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

RIGHT OF ENTRY AND RELEASE AGREEMENT

This Right of Entry and Release Agreement ("Agreement") is entered into this _____ day of _____, 2018 ("Effective Date") by and between Wisconsin Power and Light Company ("WPL" or "Owner") and City of Sheboygan Fire Department, Wisconsin (the "User"). WPL and the User may also be referred to in this Agreement as a "Party" and collectively as the "Parties."

BACKGROUND

- A. WPL operates the Edgewater Generating Station located on the property at 3739 Lakeshore Drive, Sheboygan, WI 53081 ("Edgewater");
- B. WPL has contracted with CMC Rescue, Inc., to provide training to WPL's employees on confined spaces and high-angle rescues at Edgewater ("Rescue Training"). The Rescue Training will consist of both classroom time and hands-on exercises at Edgewater. The Rescue Training will involve the use of WPL's rescue equipment that has been inspected, certified, and calibrated, and it will not involve chemicals or hazardous substances; and
- C. Both Parties desire for User's employees to participate in the Rescue Training, because the Rescue Training will allow User's employees to become familiar with WPL's facility at Edgewater. Such familiarity is critical to executing a successful rescue in the event of an actual emergency rescue.

AGREEMENT AND RELEASE

In consideration of the mutual agreement contained herein and for other good and valuable consideration, the Parties agree as follows:

1. *Right of Entry.* Subject to the User's compliance with following procedure, WPL grants the User the temporary right to have User's employees enter Edgewater for the purpose of participating in the Rescue Training on the dates where Rescue Training is scheduled.

2. *Indemnification and Release.*

2.1 The User shall indemnify WPL, its affiliates and their respective officers, employees, directors, insurers and agents (for purposes of this Section 2, collectively "WPL") from any claims, suits, penalties, causes of action, costs and expenses (including attorneys' fees) caused by or arising out of the User's employee's use of Edgewater during the Rescue Training, except where caused by the sole negligence or willful misconduct of WPL.

2.2 The provisions of this Section 2 shall survive the expiration or any earlier termination of this Agreement.

3. *Insurance.* The User is self-insured for Workers Compensation and agrees to waive subrogation in favor of the Owner. During the Term of Agreement, WPL shall procure and maintain in effect Commercial General Liability Insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

4. *Term and Termination.* This Agreement shall commence on the Effective Date and shall remain in effect until December 31, 2021, provided that WPL may terminate this Agreement at any time, with or without cause, by providing the User with five (5) days advance notice.

5. *Miscellaneous.*

5.1 Waiver and Severability. If any provision of this Agreement is declared void or otherwise unenforceable, such provision shall be deemed to have been severed from this Agreement, and the remaining provisions of this Agreement shall continue in full force and effect. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein.

5.2 Counterparts and Third Party Beneficiaries. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. The use of facsimile or PDF signatures for the execution of this Agreement shall be legal and binding and shall have the same force and effect as if originally signed. Other than WPL's affiliates, there is no third party beneficiary of this Agreement, and the provisions of this Agreement do not impart enforceable rights to anyone who is not a party.

5.3 Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Wisconsin, and any actions proceedings or claims brought by either Party against the other and arising out of this Agreement must be brought in the state or federal courts located in Madison, Wisconsin.

5.4 Entire Agreement and Amendments. This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof, and no representations, promises or other agreements, whether oral or written, not contained herein shall be of any force or effect. This Agreement may be amended only by a writing signed by both Parties.

5.5 Successors and Assigns. The User shall not assign, delegate, transfer, subcontract or sublet this Agreement or any part thereof, whether voluntarily or by operation of law, without the prior written consent of WPL, which consent may be withheld in the WPL's sole discretion, and any assignment, transfer, sublet or subcontract made in violation of the foregoing shall be void and of no effect. The interests, rights, powers, duties and liabilities of the Parties shall be binding upon, and shall inure to the benefit of, the respective successors and permitted assigns of the Parties.

5.6. Inspection, Certification, and Calibration of Equipment. WPL represents and warrants that all equipment owned by WPL which will be used in the Rescue Training ("Equipment") has been inspected, certified, and calibrated. WPL will provide copies of any inspection and certification documents upon request of User. Notwithstanding any other provision in this Agreement, if the Equipment is not inspected, certified, and calibrated, and User's employees suffer any loss, WPL shall indemnify User and User's employees from that loss. The provisions of this Section 5.6 shall survive the expiration or any earlier termination of this Agreement.

5.7 No Chemicals or Hazardous Substances. WPL represents and warrants that there will be no chemicals or hazardous substances used in the Rescue Training. Notwithstanding any other provision in this Agreement, if chemicals or hazardous substances are used in the training, and User's employees suffer any loss, WPL shall indemnify User and User's employees from that loss. The provisions of this Section 5.7 shall survive the expiration or any earlier termination of this Agreement.

IN WITNESS WHEREOF each Party has caused its duly authorized representative to execute this Agreement in manner and form sufficient to bind the Parties.

USER:

City of Sheboygan Fire Department

By: _____

Name: _____

Title: _____

OWNER:

Wisconsin Power and Light Company

By: _____

Name: _____

Title: _____

IX

R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred Gen. Ord. No. 13-18-19 by Alderperson Wolf repealing Gen. Ord. No. 42-17-18 and creating new parking restrictions permitting parking on N. 9th Street from Pershing Avenue north; 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

~~II~~

6.1

Gen. Ord. No. 13 -18 - 19. By Alderperson Wolf. August 20, 2018.

AN ORDINANCE repealing Gen. Ord. No. 42-17-18 and creating new parking restrictions permitting parking on N. 9th Street from Pershing Avenue north.

WHEREAS, pursuant to Gen. Ord. No. 42-17-18, parking is not permitted on N. 9th Street from the north curb line of Pershing Avenue to 525 feet north of the north curb line of Pershing Avenue from 2:00 a.m. to 6:00 p.m. daily.

WHEREAS, there is a need for parking on N. 9th Street between 2:00 a.m. and 6:00 a.m.

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

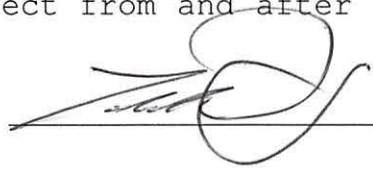
Section 1. Gen. Ord. No. 42-17-18 is hereby repealed.

Section 2. Pursuant to Sec. 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of N. 9th Street from 375 feet north of the north curb line to its terminus and the west side of N. 9th Street from 363 feet north of the north curb line of Pershing Avenue to its terminus are hereby added to the list of locations where no parking is permitted from 2:00 a.m. to 6:00 a.m.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove and install signs to give notification of the aforementioned parking restriction.

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 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



R. C. No. _____ - 18 - 19. By PUBLIC WORKS COMMITTEE. September 4, 2018.

Your Committee to whom was referred Gen. Ord. No. 14-18-19 by Alderperson Wolf relating to parking restrictions on the south side of Martin Avenue east of North 22nd 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

~~II~~

6.2

Gen. Ord. No. 14 - 18 - 19. By Alderperson Wolf. August 20, 2018.

AN ORDINANCE relating to parking restrictions on the south side of Martin Avenue east of North 22nd Street.

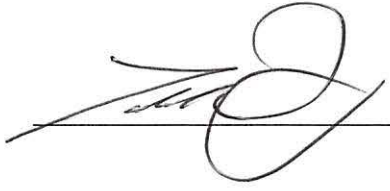
THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled, "Prohibitions and Restrictions Authorized," the south side of Martin Avenue from 155 feet east of the east curb line of North 22nd Street to 200 feet east of the east curb line of North 22nd Street is hereby added to the list of locations where no parking, stopping, or standing is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install 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. September 4, 2018.

Submitting an application from Green Street Development Group, LLC for a change in the zoning classification of property located at 1436 South 15th Street from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

City Plan

City Clerk

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

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

Completed application is to be filed with the Office of the City Clerk, City Hall, 606 North 6th Avenue. Application will not be processed if all required attachments and filing fee of \$200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: Green Street Development Group, LLC PHONE NO.: (314) 495-9884

ADDRESS: 8451 Maryland Ave, Clayton, MO, 63105

E-MAIL: joel@greenstreetstl.com

OWNER OF SITE: Lohr Properties Sheboygan, LLC

PHONE NO.: (920) 946-0350

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 1436 S 15th St, Sheboygan, WI 53081

LEGAL DESCRIPTION: SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LI

PARCEL NO. 59281513391 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Industrial

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Residential

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: Van Der Vart Concrete

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: Multi-Family Rental Housing

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? _____The proposed change is more inline with the surrounding residential uses. The site is in flood zone X which is not within the floodplain

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

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

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


The proposed residential zoning is consistent with neighboring properties.

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

The proposed amendment will provide more housing which is a stated need.

4. CERTIFICATE

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



APPLICANT'S SIGNATURE

8/15/18

DATE

Joel Oliver

PRINT ABOVE NAME

APPLICATION SUBMITTAL REQUIREMENTS

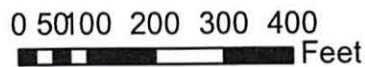
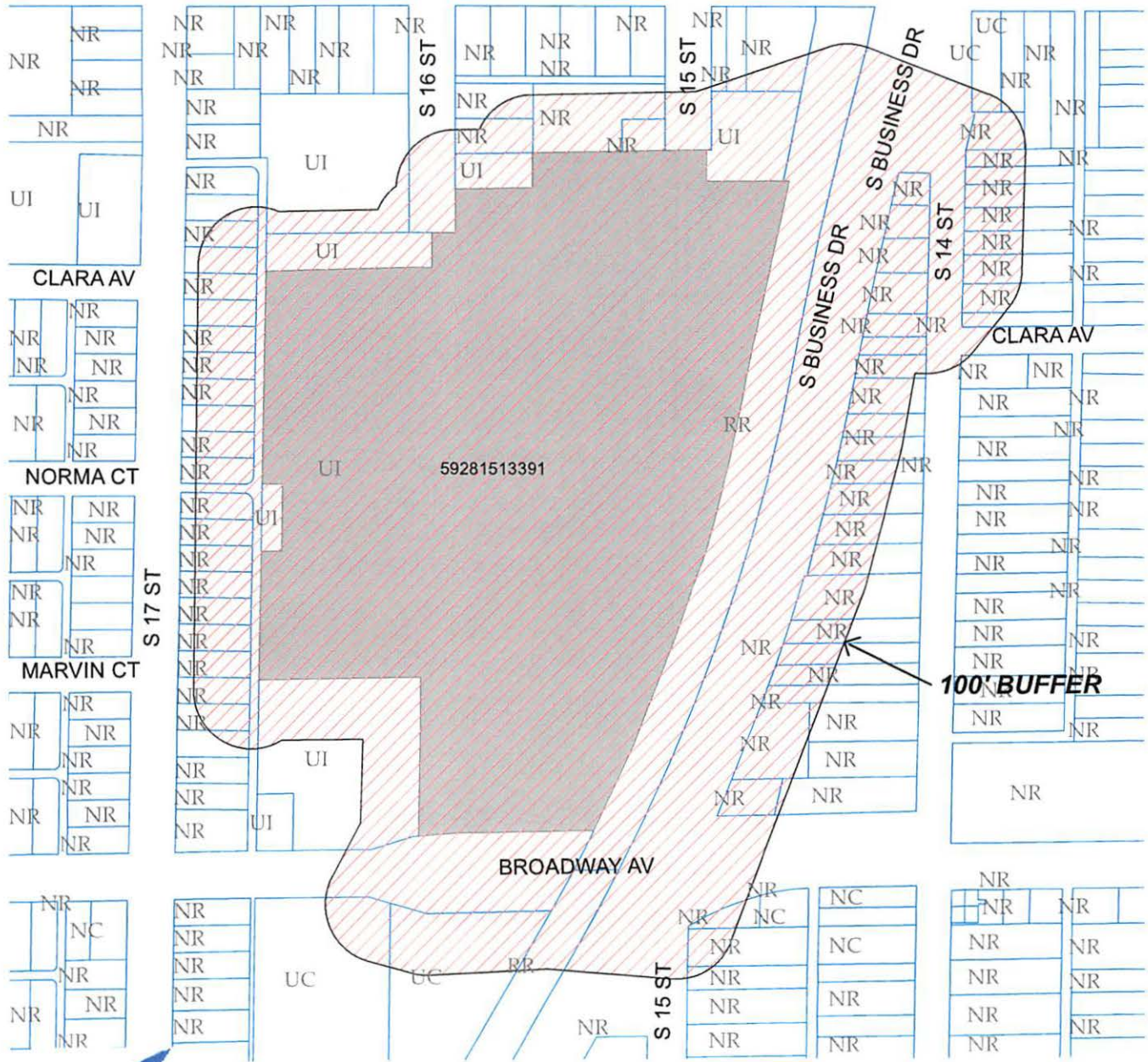
A copy of the current zoning map of the subject property and vicinity showing:

- The property proposed to be rezoned.
- All lot dimensions of the subject property.
- All other lands within 100 feet of the subject property.
- Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- Graphic scale and north arrow.

PROPOSED ZONING CHANGE FROM URBAN INDUSTRIAL (UI) TO URBAN RESIDENTIAL (UR-12)

SECTION 27, T. 15 N, R. 23 E

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY RW LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..



Green Street Development Group is proposing the redevelopment of 1436 S. 15th into a master developed tract known as The Oscar which will help serve the needs of the neighborhood and community at large. Sheboygan has prospered and continues to add new businesses and jobs however the creation of housing has not kept pace. The addition of the proposed 252 apartments and 16,500 square feet of commercial space would provide benefit to the community and an estimated \$42,000,000 investment in Sheboygan.

Green Street is requesting a rezoning of the site and amendment of the comprehensive plan to advance this project. The site has been used for concrete related activities since 1888 and is zoned Urban Industrial and is specifically called out as non-compatible / conflicting use in the Comprehensive Plan. There are homes immediately to the west and north and on the other side of highway 28. There are also two small interior light manufacturers and a church adjacent to the site. Green Street has the property under contract and has attached authorization and acknowledgment of our request from the current owner and tenant.

Our application is to rezone all of tax parcel 59281513391 from Urban Industrial to Urban Residential and then at a later date we will replat this parcel into three separate parcels and rezone a portion of the south east corner of the site to commercial.

Our proposed plan and request are directly in line with at least three key initiatives in The City of Sheboygan Comprehensive Plan.

1. Land use conflicts occur when incompatible structures or land uses are near or adjacent to one another. Incompatibility can stem from a mismatch in density, height, building scale or mass, or from negative environmental effects such as traffic, noise, or pollution. Over the last twenty years, the City of Sheboygan has worked diligently to make planning, zoning, development and redevelopment decisions that both avoid and correct areas of land use conflict. Due to the age and size of the community, this is an on-going process with a long-term timeframe. Key areas of strong land use conflict are focused on the edges of older urban industrial developments located along the rail lines south of North Avenue and north of Mead Avenue. In these locations, it is common to find outdoor storage areas, deteriorated buildings and large parking lots located across the street from, or directly abutting, residential development.

Other conflict areas include the Vander Vaart site on South Business Drive; North Commerce Street, north from Pennsylvania Avenue to the Sheboygan River; scattered industrial facilities located along the Lake Michigan shore; and scattered industrial facilities adjacent to neighborhoods, mostly south of the Sheboygan River.

Here, a property by property strategy is essential for correcting or mitigating land use conflicts.

2. Promoting infill development and redevelopment to grow efficiently, strengthen existing business districts and neighborhoods, and leverage existing infrastructure and connectivity.
3. Diversifying the City's housing stock by supporting market rate infill and redevelopment housing aimed at empty nesters, seniors and young professionals.

The proposed mixed use development will accomplish all of these key initiatives, allowing the redevelopment of a site with key corridor visibility but incompatible use into much needed rental housing.

Key Facts:

1. Gross land area – 17.66 acres including parcels 59281513391 and 59281513500
 - Parcel 59281513391 to be rezoned to Urban Residential and parcel 59281513500 to remain as Urban Industrial.
 2. Maximum amount of land covered by principal buildings
 - 2.8 acres Total
 3. Maximum amount of land devoted to parking, drives and parking structures
 - 6.33 acres
 4. Minimum amount of land devoted to landscaped open space
 - 8.55 acres
 5. Maximum proposed dwelling unit density if residential and/or
 - 17 units per acre
- Total square footage devoted to non-residential uses
- 16,500 square feet
6. Proposed number of buildings
 - 11
 7. Maximum number of dwelling units per building
 - 36

8. Bedrooms per unit type

- 84 one bedrooms
- 126 two bedrooms
- 42 three bedrooms

9. Parking spaces provided, whether surface or in structures, and ratio per unit if residential, or

- 432 parking spots or one per bedroom

per thousand square feet of building area if not residential

- 114 spots or 144.73 spots per thousand square feet

A vicinity map showing the boundaries of the tract included in the development proposal, the territory within 1,000 feet of the tract, its proposed access and significant community facilities in the surrounding area.

- see attached

Existing conditions, including wetlands, areas of severe topographic changes, buildings, trees and shrub groupings, with an indication of whether they are to be retained, removed or altered.

- see attached

A site plan showing the location of proposed structures and a description of their intended use and height, all open spaces, setback dimensions and buffers adjacent to the boundaries of the tract and from existing or proposed public rights-of-way, pedestrian and vehicular circulation systems, parking areas, loading facilities and the location, type and size of all proposed signs.

- see attached

Renderings of the proposed development.

- see attached

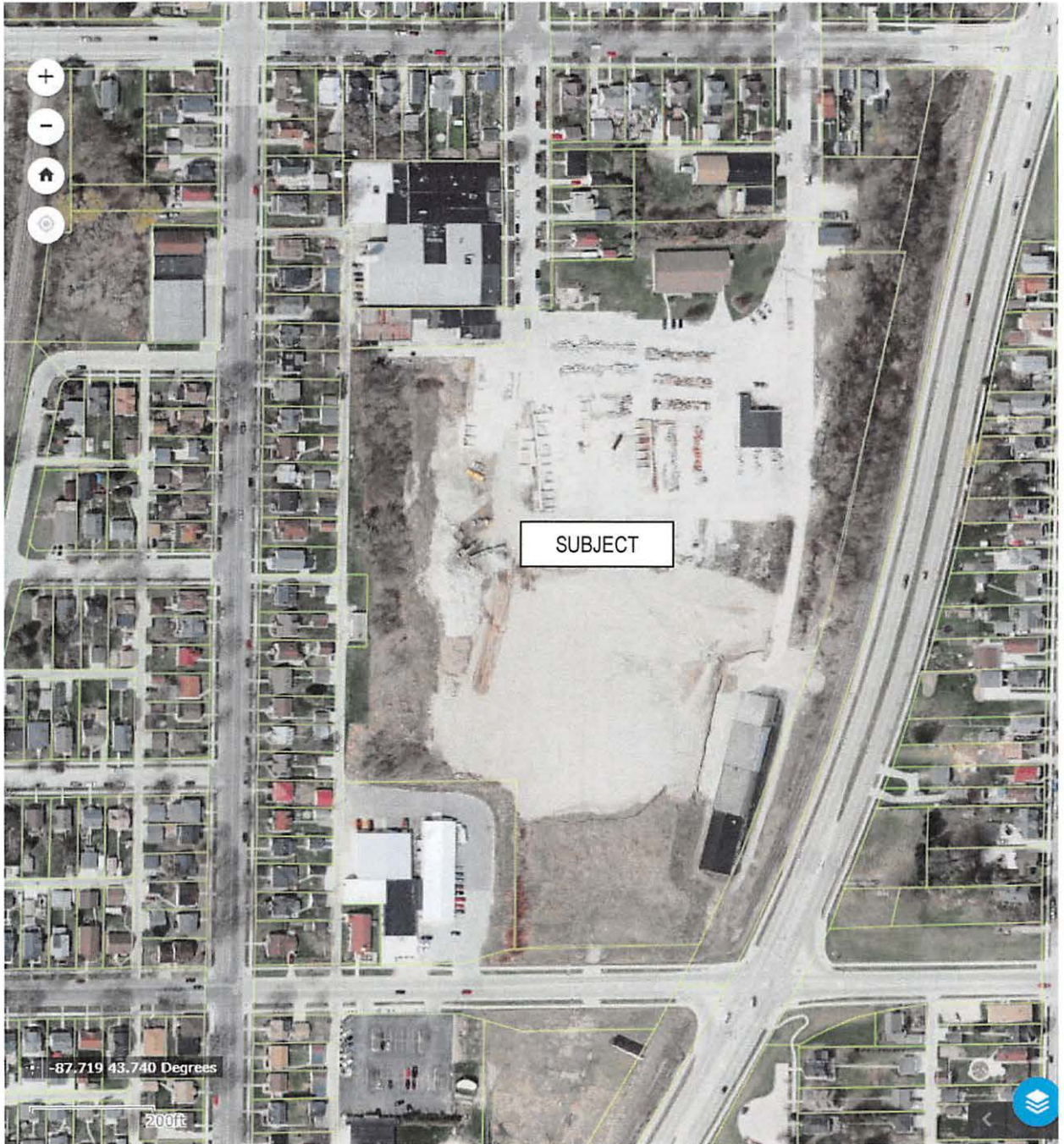
Pictures of the site and surrounding context. These pictures may be submitted as photographs, printed scanned images or in a digital format, but should not exceed 8.5 x 11.

- see attached

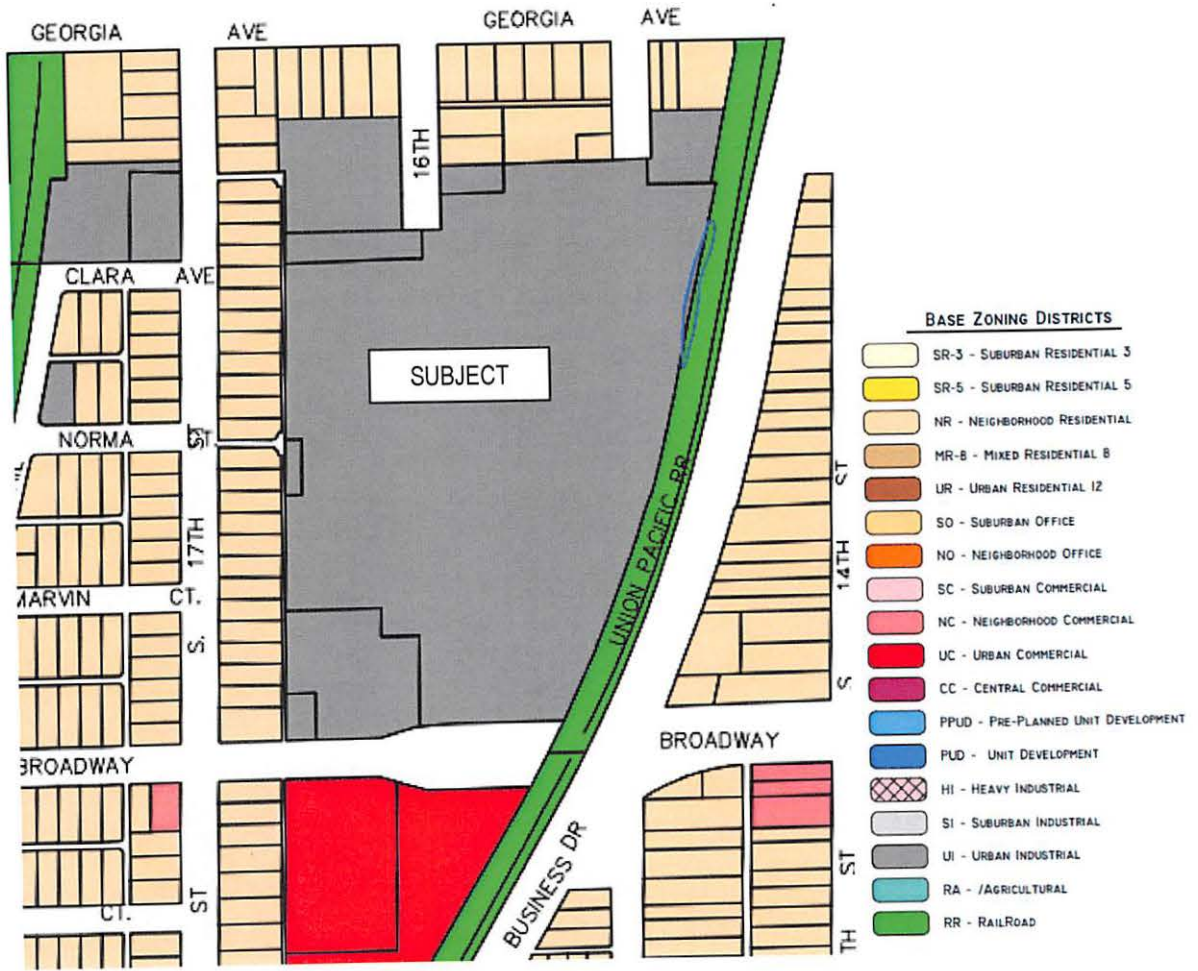
Offer to Purchase or Option to Purchase the property, if city owned. N/A

Pro-Forma and Sources/Uses for the project.

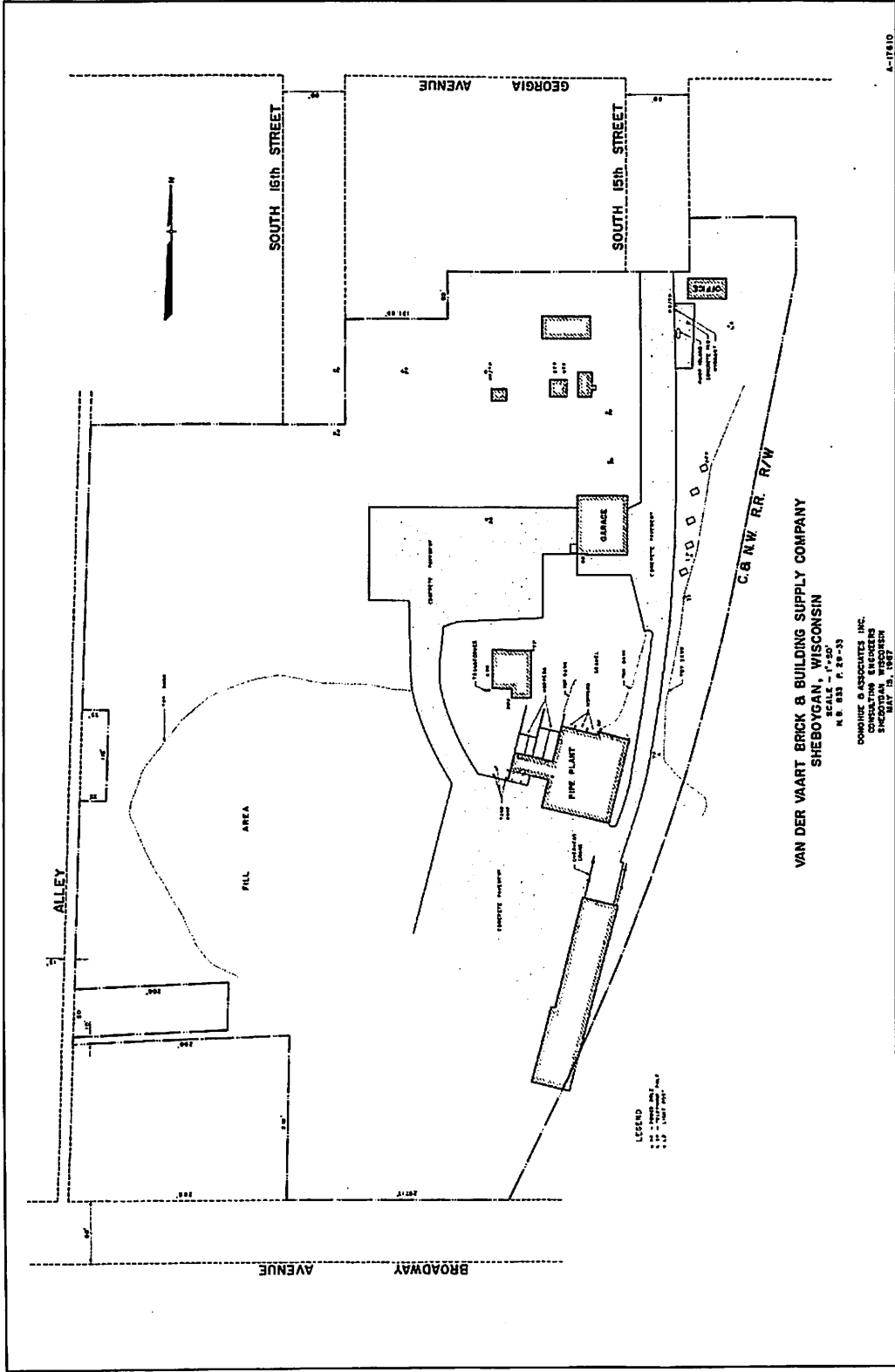
Current Parcel Map



2011 Zoning Map



Lot Dimensions

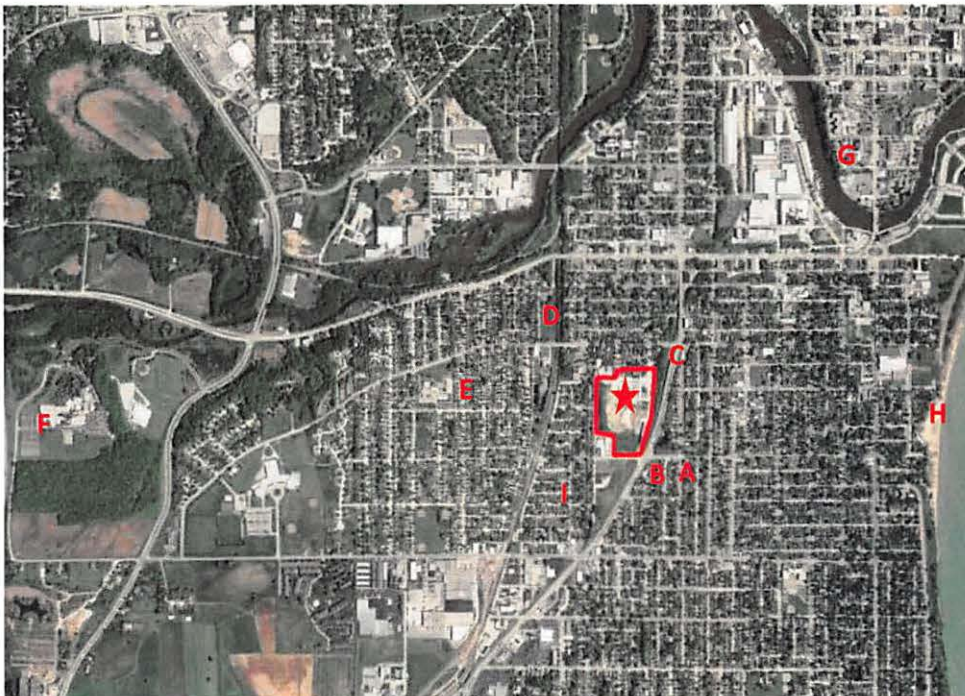


4-11210

“The Oscar”

Master Re-Development of Vandervart Concrete Site Sheboygan, Wisconsin

- ❖ 17.5 Acre Site
- ❖ Used as a concrete company since 1888
- ❖ No longer fits with surrounding uses
- ❖ Site serves as the “Front Door” along the main corridor into downtown Sheboygan
- ❖ \$42,000,000 Investment in Sheboygan



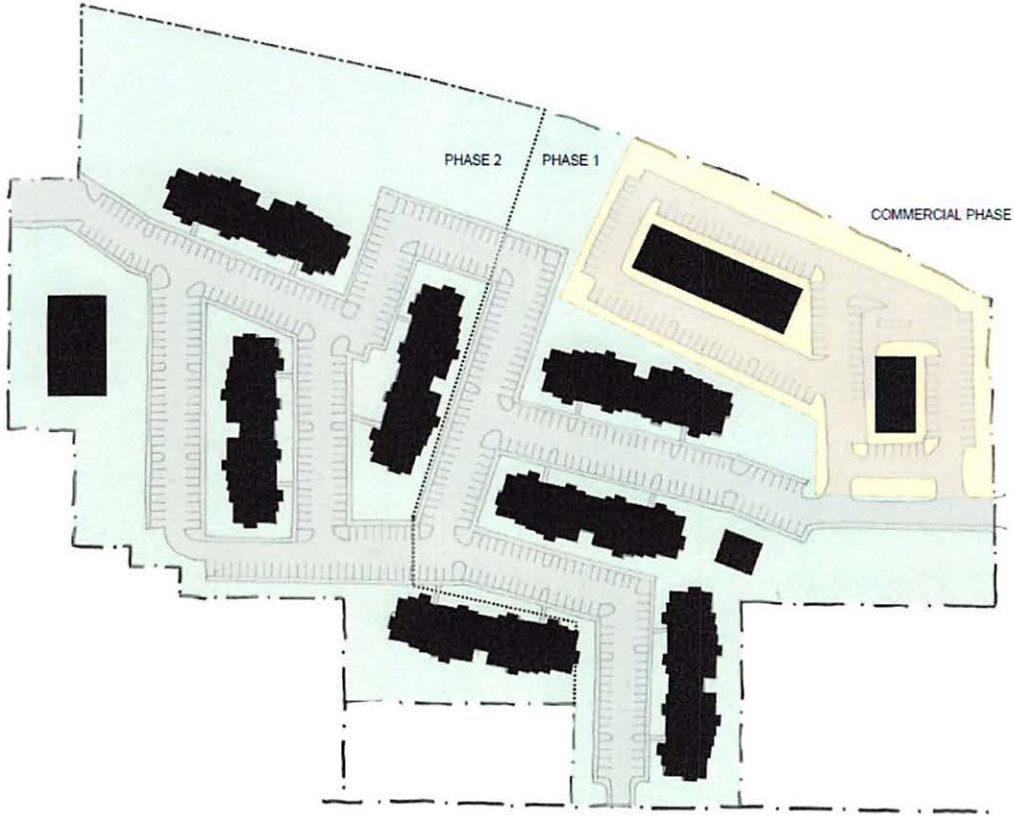
A - <u>Grocery:</u>	0.5 mile
B - <u>Bank:</u>	0.2 mile
C - <u>Bus Stop:</u>	0.1 mile
D - <u>Park:</u>	0.3 mile
E - <u>Schools:</u>	8 w/in 1 mile
F - <u>U. of WI:</u>	2.5 mile
G - <u>Downtown:</u>	1.2 mile
H - <u>Lake Front:</u>	1.0 mile
I - <u>Health Clinic:</u>	0.8 mile
★ - <u>SUBJECT SITE</u>	

PHASE	DETAILS	MIX	AFFORDABILITY
Phase 1 Residential	~ 7 acres 108 units 185 parking spots	36 (1 BD) 54 (2 BD) 18 (3 BD)	Units at 30/50/60% AMI along with market rate.
Phase 2 Residential	~ 7.62 acres 144 units 247 parking spots	48 (1 BD) 72 (2 BD) 24 (3 BD)	TBD
Commercial Phase	~ 3 acres 4,500 square foot standalone w/ drive through 12,000 square multibay retail 114 parking spots	Potential for multiple users OR one large user	

MAKE MORE POSSIBLE.



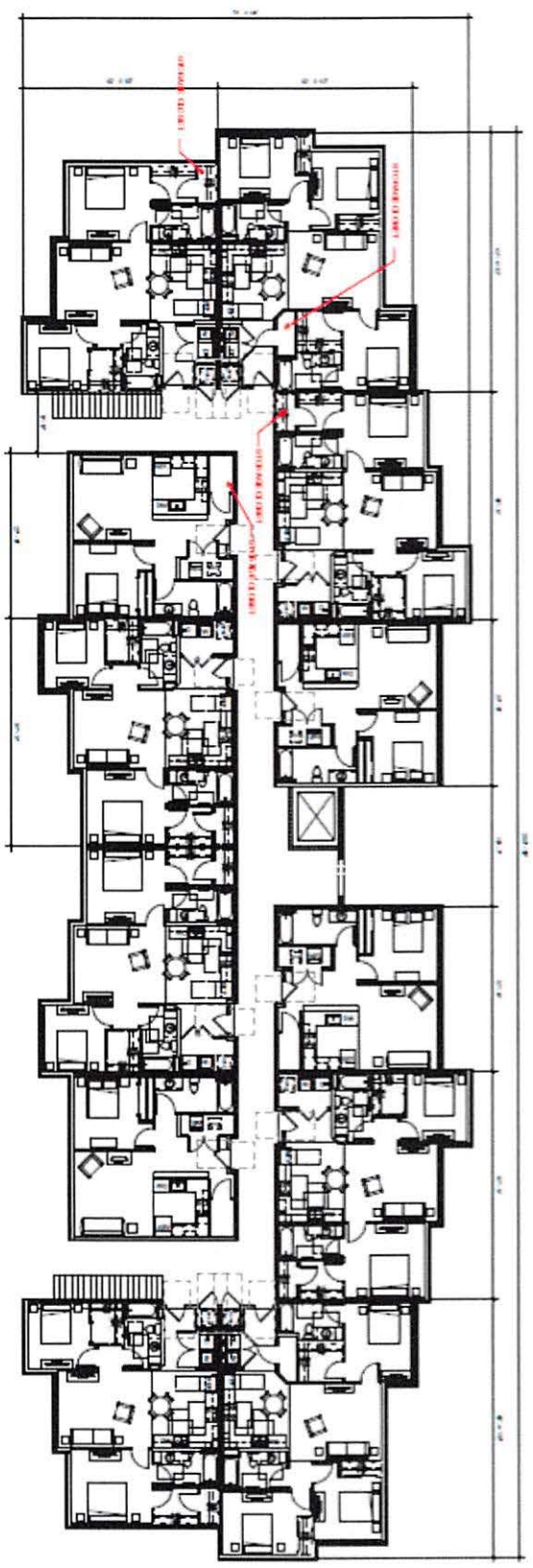
Site Plan



Sample Elevations



Typical Residential Floorplan



PLT 1

PRESENTATION	SHEBOYGAN, WI	A1
1000	SHEBOYGAN, WI	rosemann & ASSOCIATES

LOHR PROPERTIES – SHEBOYGAN, LLC

August 20, 2018

Joel Oliver
Vice President
Green Street Development

I Richard Lohr, as Sole Member of Lohr Properties-Sheboygan, LLC. own property that includes buildings and structures in the City of Sheboygan. The property is located with current addresses of 1436, 1436A, 1436B and 1540 South 15th street. The property also includes 1440 South 16th street in the City of Sheboygan. A property map illustrating the area is attached with this letter. This property is currently zoned U1, Urban Industrial District.

In an action to improve the property, Green Street Development proposes to purchase all of the approximately 17.5 acres including buildings. For the proposed sale of the property to proceed, the current zoning would need to be altered for Green Street Development to build on the property. As the Sole Member of Lohr Properties - Sheboygan, LLC I agree with the request for the property rezoning as requested. If for any reason, Green Street Development does not complete the purchase of the property, I request the zoning to remain in effect or transfer back to U1 if it was altered for Green Street Development.

Any required permits, fees or documents that may be needed for altering the zoning, changing the land use, conditional use permit or other documents that may be required are to be provided by Green Street Development.

Respectfully,
Richard Lohr
Sole Member

Attachments: Property Map
Legal Description of property

Mailing Address: PO Box 490 Sheboygan, Wisconsin 53082-0490

Established April, 2014



August 20, 2018

Joel Oliver
Vice President
Green Street Development

I Richard Lohr, as owner of VanDerVart Concrete Products, LLC. currently rent approximately 17.50 acres of property that includes buildings and structures from Lohr Properties - Sheboygan, LLC. The property is located with addresses including 1436, 1436A, 1436B and 1540 South 15th street. Also included is 1440 South 16th street in the City of Sheboygan. This property in its entirety consists of approximately 17.50 acres and is currently zoned U1, Urban Industrial District.

VanDerVart Concrete Products, LLC is aware of the possible sale of the entire property to Green Street Development. In the process of the proposed sale of the property, the current zoning would need to be altered for Green Street Development to obtain and build on the property. As president of VanDerVart Concrete Products, LLC. I agree with the request for the property zoning to be changed if the sale of the property is completed. If for any reason, Green Street Development does not complete the purchase of the property, VanDerVart Concrete Products needs the UI, Urban Industrial District zoning to remain in effect or transfer the zoning back to U1 if it was altered by the request of Green Street Development.

Any required permits, fees or documents that may be needed for altering the zoning, changing the land use, conditional use permit or other documents that may be required are to be provided by Green Street Development.

VanDerVart Concrete Products, LLC requests to be copied on all permits, zoning changes and correspondence in this matter.

Sincerely,

Richard Lohr

President
VanDerVart Concrete Products, LLC
PO Box 490
Sheboygan, WI 53082-0490





2 Phases



CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 181391

License No: 0000

Date: 08/24/2018

Received By: MMD

Received From: GREEN STREET DEVELOPMENT GROUP

Memo: REZONE 1440 S 16TH ST

Method of Payment: \$200.00 Check No. 1253

Total Received: \$200.00

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

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

II

R. O. No. _____ - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting a communication from Rohde Dales asking for the City to consider extending the financial deadlines of the Armory Community Project.

Finance + Personnel

CITY CLERK

RohdeDales LLP
Attorneys and Counselors

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

August 22, 2018

VIA HAND DELIVERY

The City of Sheboygan
Sheboygan, WI 53081

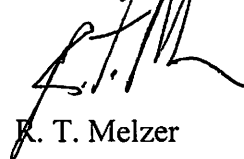
Re: Armory Community Project

Dear Sir/Madam:

I work with several foundations in the community, some of which have the Armory Community Project (ACP) in front of them at this time, and others will not be meeting until September or October. One obstacle is the unrealistic time frame that the ACP has for the initial deadline for gathering financial commitments totaling 1.5 million. Would the City please consider extending the financial deadlines by sixty (60) days to allow certain foundations the courtesy of a full review of this worthy project?

Thank you for your consideration.

Sincerely Yours,



R. T. Melzer

RTM/klb

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

(920) 458-5501

(920) 458-5874 FAX

mail@rohdedales.com

www.rohdedales.com

II

R. O. No. _____ - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting a pending claim from Sperling Law Offices LLC for alleged damages and injuries to their client, Vicki Vugrinovich, when she was involved in a collision with a Shoreline Metro bus.

*Finances
Personnel*

CITY CLERK

AUG 29 '18 AM 10:21

14-18

NOTICE OF CIRCUMSTANCES GIVING RISE TO CLAIM
PURSUANT TO WIS. STAT. §893.80

To: Shoreline Metro
Attn: Shoreline Metro Administration
608 S. Commerce Street
Sheboygan, WI 53081

Claimant: Vicki Vugrinovich
W3194 Elm Lane
Sheboygan Falls, WI 53085

City of Sheboygan City Clerk
Attn: Meredith DeBruin
828 Center Avenue
Sheboygan, WI 53081

Shoreline Metro
C/o Antoinette Corona-Murphy
828 Center Avenue, #205
Sheboygan, WI 53081

PLEASE TAKE NOTICE that Vicki Vugrinovich, by her attorneys Sperling Law Offices LLC, states that the following circumstances gave rise to her claim and injuries:

1. That on or about May 9, 2018, Ms. Vugrinovich was the driver of a motor vehicle at or near 625 S. Taylor Drive, in the City of Sheboygan, County of Sheboygan, State of Wisconsin.

2. On that date the, a Shoreline Metro (formerly Sheboygan Transit) bus driven by Antoinette Corona-Murphy, was involved in a collision with Ms. Vugrinovich's motor vehicle, due in whole or in part to the negligence of the bus operator. Ms. Antoinette Corona-Murphy was careless and negligent in the operation of the Shoreline Metro bus, in failing to properly manage and control her vehicle, in failing to keep a proper lookout, among other negligent acts and omissions.

3. As a result of these circumstances Ms. Vugrinovich injured her arm and fingers, among other injuries, and she has and will incur medical costs and other damages, including but not limited to property damage and bodily injury damage.

Dated: 8/27/19



Sperling Law Offices LLC
Attorneys for Vicki Vugrinovich
By Ricardo F. Estrada
State Bar No. 1056278

Sperling Law Offices LLC
100 E. Wisconsin Ave., Suite 1020
Milwaukee, WI 53202

II

R. O. No. _____ - 18 - 19. By CITY CLERK. September 4, 2018.

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

RHS

CITY CLERK

AUG 23 '18 PM 1:57

Date: 8-23-18

My name is: MATTHEW LUECK

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

Superior Manor

Signature: 

Phone Number: 920-207-8968

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. September 4, 2018.

Submitting a communication from Scott Ramone Goines Jr. requesting a waiver from the Sex Offender Residency requirements in order to reside at 2105 South 10th Street.

RUPS.

CITY CLERK

AUG 30 '18 AM 8:33

Date: 08/29/2018

My name is: SCOTT RAMONE GOINES JR.

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
2105 South 10th Street with my Girlfriend
and OUR Family.

Signature: Scott R. Goines Jr

Phone Number: 302-507-2184

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.



Res. No. _____ - 18 - 19. By Alderpersons Wolf and Donohue. September 4, 2018.

A RESOLUTION authorizing the purchase of 908 Michigan Avenue by the City.

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately because the transaction is to be closed no later than September 17, 2018.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the Commercial Offer to Purchase between the City of Sheboygan and Club Michigan Real Estate, LLC, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to sign all necessary documents on behalf of the City of Sheboygan to purchase the property.

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

WB-15 COMMERCIAL OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 23, 2018 [DATE] IS (AGENT-OF-BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) **STRIKE THOSE NOT APPLICABLE**
3 **GENERAL PROVISIONS** The Buyer, City of Sheboygan
4 _____, offers to purchase the Property known as [Street Address] 908 Michigan Ave.
5 _____ in the _____ City
6 of Sheboygan, County of Sheboygan, Wisconsin
7 (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:
8 ■ PURCHASE PRICE: Five Thousand
9 _____ Dollars (\$ 5,000.00).
10 ■ EARNEST MONEY OF \$ _____ accompanies this Offer and earnest money of \$ _____ will be
44 mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
42 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer
15 not excluded at lines 20-22, and the following additional items:
16 _____
17 _____
18 All personal property included in purchase price will be transferred by bill of sale or _____
19 _____
20 ■ NOT INCLUDED IN PURCHASE PRICE: Personal property of Seller
21 _____
22 _____
23 CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded
24 by Seller or which are rented and will continue to be owned by the lessor.
25 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded.
26 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.
27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from
28 acceptance provide adequate time for both binding acceptance and performance.
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before
30 August 29, 2018. Seller may keep the Property on the market and accept
31 secondary offers after binding acceptance of this Offer.
32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OFFER ONLY IF
34 THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.
35 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and written notices to a
36 Party shall be effective only when accomplished by one of the methods specified at lines 37-54.
37 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
38 Seller's recipient for delivery (optional): David Altmeyer, with copy to David Gass
39 Buyer's recipient for delivery (optional): Darrell Hofland
40 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
41 Seller: (_____) Buyer: (_____)
42 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery
43 service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at
44 line 47 or 48.
45 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's
46 recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
47 Delivery address for Seller: _____
48 Delivery address for Buyer: _____
49 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a
50 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes,
51 each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and
52 electronic signatures in the transaction, as required by federal law.
53 E-Mail address for Seller (optional): mailto:David@altmeyerelectric.net; dgass@rohdedales.com
54 E-Mail address for Buyer (optional): darrell.hofland@sheboyganwi.gov
55 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery
56 to, or Actual Receipt by, all Buyers or Sellers.

57 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge
58 of Conditions Affecting the Property or Transaction (lines 181-216) other than those identified in Seller's disclosure report dated _____
59 and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer
60 signing this Offer and which is/are made a part of this offer by reference **COMPLETE DATES OR STRIKE AS APPLICABLE** and
61 _____

62 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S):**
63 _____
64 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
65 700.03 may be required. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real
66 estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied
67 the Property). Buyer may have rescission rights per Wis. Stat. § 700.02.

67 **CLOSING** This transaction is to be closed no later than September 17, 2018
68 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

69 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes;
70 rents; prepaid insurance (if assumed); private and municipal charges; property owners association assessments; fuel and _____
71 _____

72 **CAUTION:** Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.
73 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.
74 Real estate taxes shall be prorated at closing based on **(CHECK BOX FOR APPLICABLE PRORATION FORMULA):**
75 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
76 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED).
77 Current assessment times current mill rate (current means as of the date of closing).
78 Sale price, multiplied by the municipality area wide percent of fair market value used by the assessor in the prior year, or current year if
79 known, multiplied by current mill rate (current means as of the date of closing).
80 _____

81 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
82 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
83 or area wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

84 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon, the taxes on the actual tax bill for
85 the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill
86 to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax
87 bill. Buyer and Seller agree that is a post closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
88 estate brokers in this transaction.

89 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 109-115
90 or 277-286 or in an addendum attached per line 479. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
91 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
92 Occupancy shall be given subject to tenant's rights, if any.

93 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s)
94 and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any,
95 are _____
96 _____ . Insert additional terms, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479.

97 **ESTOPPEL LETTERS:** Seller shall deliver to Buyer no later than _____ days before closing, estoppel letters dated within
98 _____ days before closing, from each non-residential tenant, confirming the lease term, rent installment amounts, amount of security
99 deposit, and disclosing any defaults, claims or litigation with regard to the lease or tenancy.

100 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization Standards (Wis. Admin.
101 Code Ch. SPS 367). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall be responsible for compliance, including all
102 costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for compliance, Seller shall provide a Certificate of Compliance at
103 closing.

104 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of
105 closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Offer except: _____
106 _____ . If "Time
107 is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence"
108 does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

109 **ADDITIONAL PROVISIONS/CONTINGENCIES** Property is sold "As Is."
110 _____
111 _____
112 _____
113 _____
114 _____
115 _____

116 PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of: _____

117 _____

118 _____ [insert proposed use and type and size of building, if applicable; e.g.

119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed

120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be

121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,

122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

123 EASEMENTS AND RESTRICTIONS: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at

124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and

125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly

126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.

127 APPROVALS: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,

128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting

129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:

130 _____

131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase

132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

133 ACCESS TO PROPERTY: This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)

134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

135 LAND USE APPROVAL: This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)

136 expense, a rezoning; conditional use permit; license; variance; building permit; occupancy permit; other _____

137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described

138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which

139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

140 MAP OF THE PROPERTY: This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is

141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not

142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of

143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,

144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon

145 the Property, the location of improvements, if any, and: _____ STRIKE AND COMPLETE AS APPLICABLE Additional map features

146 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot

147 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and

148 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

149 CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map

150 when setting the deadline.

151 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for

152 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information

153 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions

154 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and

155 void.

156 DOCUMENT REVIEW CONTINGENCY: This Offer is contingent upon Seller delivering the following documents to Buyer within

157 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

158 Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.

159 A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with

160 representations made prior to and in this Offer.

161 Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear

162 of all liens, other than liens to be released prior to or at closing.

163 Rent roll.

164 Other _____

165 _____

166 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site

167 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and

168 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment

169 notices.

170 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and

171 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals

172 and any reproductions) to Seller if this Offer is terminated.

173 CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of

174 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

175 _____

176 contingency has not been satisfied. Such notice shall identify which document(s) have not been timely delivered or do not meet the standard set
177 forth for the document(s). Upon delivery of such notice, this Offer shall be null and void.

178 **DEFINITIONS**

179 ■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice
180 physically in the Party's possession, regardless of the method of delivery.

181 ■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are defined to include:

- 182 a. Defects in structural components, e.g. roof, foundation, basement or other walls.
183 b. Defects in mechanical systems, e.g. HVAC, electrical, plumbing, septic, well, fire safety, security or lighting.
184 c. Underground or aboveground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including
185 but not limited to gasoline and heating oil.
186 d. Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, lead paint, asbestos, radon, radium in water
187 supplies, mold, pesticides or other potentially hazardous or toxic substances on the premises.
188 e. Production of or spillage of methamphetamine (meth) or other hazardous or toxic substances on the Property.
189 f. Zoning or building code violations, any land division involving the Property for which required state or local permits had not been obtained,
190 nonconforming structures or uses, conservation easements, rights-of-way.
191 g. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose
192 assessments against the real property located within the district.
193 h. Proposed, planned or commenced public improvements which may result in special assessments or otherwise materially affect the Property
194 or the present use of the Property.
195 i. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
196 j. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
197 k. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
198 l. Near airports, freeways, railroads or landfills, or significant odor, noise, water intrusion or other irritants emanating from neighboring property.
199 m. Portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
200 n. Property is subject to a mitigation plan required under administrative rules of the Department of Natural Resources related to county
201 shoreland zoning ordinances, which obligates the owner of the Property to establish or maintain certain measures related to shoreland
202 conditions and which is enforceable by the county.
203 o. Encroachments; easements, other than recorded utility easements; access restrictions; covenants, conditions and restrictions; shared
204 fences, walls, wells, driveways, signage or other shared usages; or leased parking.
205 p. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
206 q. Structure on the Property designated as a historic building, any part of the Property located in a historic district, or burial sites or
207 archeological artifacts on the Property.
208 r. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment
209 of a use-value conversion charge has been deferred.
210 s. All or part of the Property is subject to, enrolled in or in violation of a certified farmland preservation zoning district or a farmland preservation
211 agreement, or a Forest Crop, Managed Forest (see disclosure requirements in Wis. Stat. § 710.12), Conservation Reserve or comparable
212 program.
213 t. A pier is attached to the Property that is not in compliance with state or local pier regulations.
214 u. Government investigation or private assessment/audit (of environmental matters) conducted.
215 v. Other Defects affecting the Property.

216 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
217 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
218 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other day designated by the
219 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
220 number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24
221 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at
222 midnight of that day.

223 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair
224 the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect
225 the expected normal life of the premises.

226 (Definitions Continued on page 6)

227 IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 284-289 APPLY.

228 FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____
229 [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this
230 Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years,
231 amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly
232 payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance
233 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount
234 not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall
235 be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to
236 maintain the term and amortization stated above.

237 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 238 or 239.

238 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.
239 ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be
240 fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum
241 interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to
242 reflect interest changes

243 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 109-115 or 277-286
244 or in an addendum attached per line 479.

245 NOTE: If purchase is conditioned on buyer obtaining financing for operations or development consider adding a contingency for that
246 purpose.

247 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to
248 provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to
249 Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 229. Buyer and Seller agree that
250 delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if,
251 after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
252 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

253 CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER,
254 BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S
255 AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

256 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this Offer if Seller delivers
257 a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

258 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an
259 acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of
260 lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days
261 to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer, and this Offer shall remain
262 in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer
263 authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

264 **IF THIS OFFER IS NOT CONTINGENT ON FINANCING:** Within 7 days of acceptance, a financial institution or third party in control of Buyer's
265 funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written
266 verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage
267 financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for
268 purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this
269 Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

270 APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense
271 by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an
272 appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless
273 Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not
274 equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

275 CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether deadlines provide
276 adequate time for performance.

277 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer is responsible for Owner's Policy of Title Insurance. Seller
278 will pay State transfer tax. There is no property tax proration or any other prorations. Buyer is
279 responsible for all 2018 real estate taxes.

280 _____
281 _____
282 _____
283 _____
284 _____
285 _____
286 _____

287 **DEFINITIONS CONTINUED FROM PAGE 4**

288 ■ **ENVIRONMENTAL SITE ASSESSMENT:** An "Environmental Site Assessment" (also known as a "Phase I Site Assessment") (see lines 379-395)
 289 may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a
 290 search of title records showing private ownership of the Property for a period of 80 years prior to the visual inspection; (3) a review of historic and
 291 recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property
 292 (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if
 293 the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment
 294 including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated
 295 Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information
 296 System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally
 297 recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"),
 298 and state and federal guidelines, as applicable.

299 **CAUTION:** Unless otherwise agreed an Environmental Site Assessment does not include subsurface testing of the soil or groundwater
 300 or other testing of the Property for environmental pollution. If further investigation is required, insert provisions for a Phase II Site
 301 Assessment (collection and analysis of samples), Phase III Environmental Site Assessment (evaluation of remediation alternatives) or
 302 other site evaluation at lines 109-115 or 277-286 or attach as an addendum per line 479.

303 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land or improvements so as to be
 304 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
 305 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
 306 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
 307 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
 308 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
 309 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
 310 permanent foundations. A Fixture does not include trade fixtures owned by tenants of the Property.

311 **CAUTION:** Exclude Fixtures not owned by Seller such as rented fixtures. See lines 20-22.

312 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.

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

318 **EARNEST MONEY**

319 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property
 320 is not listed or Seller's account if no broker is involved), until applied to purchase price or otherwise disbursed as provided in the Offer.

321 **CAUTION:** Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an
 322 attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.

323 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from
 324 payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be
 325 disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written
 326 disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after
 327 the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not
 328 represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order;
 329 or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader
 330 action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed \$250, prior to
 331 disbursement.

332 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer.
 333 Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker
 334 shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit
 335 may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the
 336 sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting
 337 attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good
 338 faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations
 339 concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

340 TITLE EVIDENCE

341 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if
342 Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein) free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346

347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

350 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain
351 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use
352 other than the current use.

353 ■ ~~**TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a~~
354 ~~current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer.~~
355 ~~Buyer shall pay all costs of providing title evidence required by Buyer's lender.~~

356 ■ ~~**GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE ONE** ("Seller's" if~~
357 ~~neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance~~
358 ~~commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue~~
359 ~~the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for~~
360 ~~closing (see lines 365-374).~~

361 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
362 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank), showing title to the
363 Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 341-348, subject only to liens which
364 will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

365 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
366 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
367 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver
368 notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said
369 objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does
370 not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable
371 for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

372 ■ **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date of this
373 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

374 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
375 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
376 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
377 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
378 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

379 **ENVIRONMENTAL EVALUATION CONTINGENCY:** This Offer is contingent upon a qualified independent environmental consultant of
380 Buyer's choice conducting an Environmental Site Assessment of the Property (see lines 288-302), at (Buyer's) (Seller's) expense **STRIKE ONE**
381 ("Buyer's" if neither is stricken), which discloses no Defects. For the purpose of this contingency, a Defect (see lines 223-225) is defined to also
382 include a material violation of environmental laws, a material contingent liability affecting the Property arising under any environmental laws, the
383 presence of an underground storage tank(s) or material levels of hazardous substances either on the Property or presenting a significant risk of
384 contaminating the Property due to future migration from other properties. Defects do not include conditions the nature and extent of which Buyer
385 had actual knowledge or written notice before signing the Offer.

386 ■ **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
387 delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site
388 Assessment report to which Buyer objects (Notice of Defects).

389 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

390 ■ **RIGHT TO CURE:** Seller (shall) (shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
391 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
392 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
393 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
394 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written
395 notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

399 If Buyer defaults, Seller may:

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

402 If Seller defaults, Buyer may:

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

405 In addition, the Parties may seek any other remedies available in law or equity.

406 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 407 courts. If either Party defaults, the Parties may renegotiate the Offer or seek nonjudicial dispute resolution instead of the remedies outlined above.

408 By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration agreement.

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

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

416 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land, building or room dimensions, or total acreage or building square
 417 footage figures, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless
 418 verified by survey or other means.

419 **CAUTION: Buyer should verify total square footage or acreage figures and land, building or room dimensions, if material to Buyer's**
 420 **decision to purchase.**

421 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer
 422 shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for
 423 ordinary wear and tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed
 424 to by the Parties.

425 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of closing or occupancy of
 426 Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property
 427 is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to
 428 the same condition that it was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and
 429 restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at
 430 option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating
 431 to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However,
 432 if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the
 433 Property.

434 **NOTICE ABOUT SEX OFFENDER REGISTRY** You may obtain information about the sex offender registry and persons registered with the
 435 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at
 436 (608) 240-5830.

437 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of this Offer. An
 438 "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for
 439 leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as
 440 the taking of samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these
 441 materials. Seller agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon
 442 advance notice, if necessary to satisfy the contingencies in this Offer. Buyer and licensees may be present at all inspections and testing. Except
 443 as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property.

444 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the test, (e.g., to**
 445 **determine if environmental contamination is present), any limitations on Buyer's testing and any other material terms of the**
 446 **contingency.**

447 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed
 448 to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections
 449 or tests may detect environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

450 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.

457 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up
458 inspection(s).
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.

461 **CONTINGENCY SATISFACTION:** This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).

464 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

465 **RIGHT TO CURE:** Seller (shall)(shall not) **[STRIKE ONE]** ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.

471 **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____

476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.

479 **ADDENDA:** The attached _____ is/are made part of this Offer.

480 This Offer was drafted by [Licensee and Firm] David Gass, Rohde Dales LLP
481 _____ on 08/23/2018

482 Buyer Entity Name (if any): City of Sheboygan

483 (X) _____
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► ~~Darrell England, City Administrator~~
Michael J. Vandersteen, Mayor Date ▲ _____

485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Meredith DeBruin, City Clerk Date ▲ _____

487 **[EARNEST MONEY RECEIPT]** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By) _____

489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

492 Seller Entity Name (if any): Club Michigan Real Estate, LLC

493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► David Altmeyer, Member Date ▲ _____

495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Douglas Altmeyer, Member Date ▲ _____

497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.

499 This Offer is rejected _____ This Offer is countered [See attached counter] _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



Res. No. _____ - 18 - 19.

By Alderpersons Donohue and Wolf.
September 4, 2018.

A RESOLUTION officially recognizing the Historic Grant Neighborhood Association.

WHEREAS, the Mayor and Common Council of the City of Sheboygan, along with its staff and citizens, recognize the importance of developing and maintaining healthy neighborhoods throughout the community; and

WHEREAS, the City of Sheboygan values citizen involvement and wishes to reach out to all segments of the community by supporting the formation of effective neighborhood associations; and

WHEREAS, the Historic Grant Neighborhood Association has been organized by residents of the City of Sheboygan with a mission statement as follows:

To improve our diverse neighborhood community by encouraging the sharing of information, the connecting of neighbors, promoting activities and preserving our history.

The primary goals of the Historic Grant Neighborhood Association are to:

- Promote neighborliness, cooperation and good will among the members of our neighborhood;
- Develop strong working relationships with officials, citizens, and organizations to maintain the safety and cleanliness of our neighborhood and to ensure the availability of public and private community services;
- Hold meetings to serve as a forum for neighbors to communicate with each other and with various city departments; and

WHEREAS, the Historic Grant Neighborhood Association will serve residents of the City of Sheboygan in the neighborhood bounded by the south side of Geele Avenue on the north between North 4th and North 8th Streets, north side of Superior Avenue on the south between North 4th and North 8th Streets, east side of North 8th Street on the west from Geele Avenue to Superior Avenue and the west side of North 4th Street on the east from Geele Avenue to Superior Avenue; and

WHEREAS, the Historic Grant Neighborhood Association shall become a member of the Mayor's Neighborhood Leadership Cabinet (MNL) and be eligible to apply for grant funds through grant programs offered by the MNL.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan, whose Mayor and Common Council are herein assembled, officially recognizes the Historic Grant Neighborhood Association.

Approved

BE IT FURTHER RESOLVED: That the Mayor, Common Council and staff of the City of Sheboygan hereby pledge their support and cooperation in addressing the needs of the citizens of the neighborhood in particular and the community in general.

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.
September 4, 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 purposes of:

Establish estimated revenue and appropriation for 2018 Community Development Block Grant Entitlement Program

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Community Block Grant Fund Entitlement 21861100-431901-0	Street Trees 21861100-631100	\$110,000
	Park Facilities- Cameras 21861100-631100	\$20,000
	Land Acquisition 21861100-611100	\$95,000
	Historic Preservation 21861100-540100	\$100,000
	Planning-Mayline Area Master Plan 21861100-521900	\$100,000
	Planning-Update Downtown Master Plan 21861100-521900	\$25,000
	Public Facilities-Street Lighting 21861100-631100	\$50,000
	Public Facilities- Bike Share 21861100-631300	\$13,000
	Cleanup of Contaminated Sites 21861100-521900	\$26,200
	Partners for Community Development 21898100-590100	\$25,000
	Salvation Army 21898100-590100	\$49,706
	Safe Harbor 21898100-590100	\$10,000

Finance +
Personnel

Lakeshore Community Health Center 21898100-590100	\$3,000
SCIO 21898100-590100	\$5,000
Shoreline Metro 21893200-590100	\$42,493
Family Service Association 21898100-590100	\$15,000
Family Connections 21898100-590100	\$5,000
Administration 21898100-521500	\$173,599

BE IT FURTHER RESOLVED: That the City Clerk publish this budget change according to §65.90(5) of the Wisconsin Statutes.

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



Res. No. - 18 - 19. By Alderpersons Rindfleisch and Bohren.
September 4, 2018.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2019 coverage and establishing the monthly premium equivalent rates effective for January 2019 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2019 are hereby adopted:

A) Effective January 1, 2019, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1500 for single coverage and a \$3000 deductible for all other coverage. Once the deductible is met, co-pays and/or co-insurance may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule. In 2019, in-network co-insurance will be covered at 90% after the deductible is met. In addition, the medical out-of-pocket maximum per individual is increased to \$3,000.

1) 2019 Health Insurance Monthly Premiums Rates

<u>Coverage</u>	
Single	\$815.98
Employee w/spouse	\$1,547.30
Employee w/children	\$1,399.95
Family	\$2,148.96

a. The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$163.20
Employee w/spouse	\$309.46
Employee w/children	\$280.00
Family	\$429.80

b. The monthly employee premium equivalent rates for full-time employees with participate in the Health Risk Appraisal shall be:

Finance + Personnel

Coverage

Single	\$122.40
Employee w/spouse	\$232.10
Employee w/children	\$210.00
Family	\$322.34

- c. The monthly employee premium equivalent rates for full-time employees who participate in the Health Risk Appraisal and achieve 1100 Wellness points during the preceding Wellness Plan Year (September 1 - August 31 of the previous year) shall be:

Coverage

Single	\$ 66.34
Employee w/spouse	\$125.80
Employee w/children	\$113.82
Family	\$174.72

- d. The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$407.99
Employee w/spouse	\$773.65
Employee w/children	\$699.97
Family	\$1,074.48

- e. New employees or those not previously eligible for health insurance will receive the rates listed in subsection (c) above for the 2019 plan year (and the associate rates for the 2020 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.
- 2) In 2019, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the plan as of January 1, 2019. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$400 for those with single coverage and \$800 for those of single plus spouse, single plus child/ren and full family.

- a. Employees who are on the Plan on January 1, 2019 shall have their HSA funded in January 2019.
 - b. No contributions will be made for those new to the plan on or after January 1, 2019.
 - c. HSA contributions are issued to an employee and/or family member based on eligibility of the employee and/or retiree on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
 - d. Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
 - e. Employee/retirees who elect the family plan, single plus child(ren) and single plus spouse remain eligible for the applicable HSA contribution, even if their dependent is on a government issued Plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.
- 3) A spousal surcharge is applied to employees who cover their spouse on the City's Medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
 - 4) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out bonus,

with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.

- 5) In all cases, employees are eligible for either the opt-out bonus or the HSA contribution as of the employee's January 1 election; not both.

BE IT FURTHER RESOLVED: That effective for January 2019 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

- A) Effective January 1, 2019, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant.

1) 2019 Dental Insurance Monthly Premiums Rates

Coverage

Single	\$ 45.24
Employee w/children	\$102.02
Employee w/spouse	\$ 91.31
Family	\$149.92

- a. The monthly employee premium equivalent rates for full-time employees shall be:

Coverage

Single	\$ 6.79
Employee w/children	\$ 15.30
Employee w/spouse	\$ 13.70
Family	\$ 22.49

- b. The monthly employee premium equivalent rates for part-time employees shall be:

Coverage

Single	\$ 22.62
Employee w/children	\$ 51.10
Employee w/spouse	\$ 45.66
Family	\$ 74.96

BE IT FURTHER RESOLVED: That effective for January 2019 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$ 815.98
Retiree w/spouse	\$1,547.30
Retiree w/children	\$1,399.95
Retiree w/family	\$2,148.96

BE IT FURTHER RESOLVED: That effective for January 2019 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

<u>Coverage</u>	
Medicare/Single	\$ 686.55
Medicare/1	\$1,502.53
Medicare/2	\$1,373.10

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.

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.
September 4, 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 contribution from the Georgia Pacific Foundation for (2) fire suppression tools and a gas meter.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Fire Department Contributions 10122100-467101	General Fund Fire Department Fire Fighting Supplies 10122100-530500	\$2,500.00

*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



Res. No. _____ - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into a five-year agreement for the provision of professional management services and operation of the Harbor Centre Marina.

WHEREAS; The current contract for the operation and management of the Harbor Centre marina will expire at the end of 2018 and as such, the city issued a Request for Proposals seeking firms having an interest in the contract and;

WHEREAS; The city received two proposals and following an intensive review has determined that the proposal submitted by F3 Marina of Milwaukee WI meets all of the specifications and;

WHEREAS; In addition to the professional management of the marina, the city challenged the proposing firms to research the possibility of offering additional services to the boaters in an effort to enhance financial performance and gain market share from other marina's offering similar services.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into a five-year agreement with F3 Marina of Milwaukee, WI including certain milestones related to the possibility of providing the boaters with an expanded service offering.

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these professional services from the Boat Facilities/Marina fund 29037500-521900 in payment of same.

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION

ITEM DESCRIPTION: A Resolution by Ald. Wolf authorizing entering into a five-year agreement for the professional management of the Harbor Centre Marina.

REPORT PREPARED BY: Bernard Rammer, Purchasing Agent

REPORT DATE: August 24, 2018

MEETING DATE: September 11, 2018

FISCAL SUMMARY:

Budget Line Item: 29037500-521900
 Budget Summary: Boat Facilities/Marina
 Budgeted Expenditure: \$
 Budgeted Revenue: N/A

STATUTORY REFERENCE:

Wisconsin Statutes: N/A
 Municipal Code: N/A

BACKGROUND / ANALYSIS:

The contract for the professional management of the Harbor Centre Marina expires at the end of 2018. While the city had the option to renew the contract with the current operator, the city instead chose to issue a Request for Proposals. Proposals were received from two firms, F3 Marina which is the current operator and Boater's Haven. The proposals were reviewed independently by each member of the team and scored. In addition, both firms were interviewed to further discuss the proposals.

The scoring is as follows with a possible 1000 points per reviewer or 4,000 total points available. The criteria included marina management experience, the ability to meet the City's requirements, references, and completeness of proposals, financial terms and marketing strategy. In addition, some contractual milestones were added in an effort to potentially expand the services offered to boaters by the marina and thus positively impact overall financial performance and increase market share.

	F3 Marina	Boaters Haven	BASE FEE	F3 MARINA MILWAUKEE	BOATERS HAVEN-CHICAGO
Reviewer # 1	805	630	YEAR 1-2019	\$ 80,000	\$ 85,000
Reviewer # 2	850	465	YEAR 2-2020	\$ 84,000	\$ 85,000
Reviewer # 3	755	630	YEAR 3-2021	\$ 88,200	\$ 85,000
Reviewer # 4	850	590	YEAR 4-2022	\$ 92,610	\$ 85,000
Total Score	3260	2315	YEAR 5-2023	\$ 97,240	\$ 85,000

STAFF COMMENTS:

In the final analysis, the review team determined that while the Boaters Haven proposal offered some unique and interesting concepts and approaches toward the expansion of

services, the firm was not able to provide evidence of verifiable experience or demonstrating a core competency in the management of a Marina.

Further, the team affirmed that F3 Marina has shown solid performance in the management of the marina and maintaining its first class status and this was reflected in the results of the recent boater's survey.

ACTION REQUESTED:

Motion to recommend that the Common Council approve Res #____-18-19 to authorize the appropriate city officials to enter into a five year contract with F3 Marina of Milwaukee WI for professional management of the Harbor Centre Marina with the base management fees as detailed above. The contract document will also contain some milestones to be achieved related to the addition of additional service offerings to the boaters.

ATTACHMENTS:

- I. Res No. ____-18-19

III

Res. No. _____ - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City.

WHEREAS: by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during 2012 budget process establishing a special charge for residential garbage and refuse disposal services of \$7.16 per month for 2012 and established the special charge at \$5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

WHEREAS: by way of Res. No. 67-14-15 adopted October 6, 2014, the Common Council extended the special charge for residential garbage and refuse disposal services at \$5.00 per month per household with a provision to review the garbage fee every two years starting as of December 31, 2016.

WHEREAS: by way of Res. 76-16-17 adopted August 15, 2016 the Common Council extended the special charge for residential garbage and refuse disposal services to December 31, 2018 at which time will need Common Council authorization to be continued.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established in the amount of \$5.00 per month per household.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than \$0.05 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

Public Works

Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.

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



Res. No. _____ - 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
RHPB
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.

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.
September 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 80-18-19 by Alderpersons Rindfleisch and Bohren authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Racetrack Road, LLC; recommends approving the Resolution.

Julg

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. 80 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 27, 2018.

A RESOLUTION authorizing the appropriate City officials to execute a Vacant Land Offer to Purchase with Racetrack Road, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vacant Land Offer to Purchase between the City of Sheboygan and Racetrack Road, LLC, a copy of which is attached hereto and incorporated herein.

*Finance
Personnel
approve*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~
3 **GENERAL PROVISIONS** The Buyer, Racetrack Road, LLC
4 _____, offers to purchase the Property
5 known as [Street Address] approximate 2.79 acre remnant parcel as shown on attached Exhibit A
6 in the City _____ of Sheboygan, County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:
8 ■ PURCHASE PRICE: One and 00/100
9 _____ Dollars (\$ 1.00).
10 ■ EARNEST MONEY of \$ 0 accompanies this Offer and earnest money of \$ 0
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or
12 _____.
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.
14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____
17 _____
18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____
20 **CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented**
21 **and will continue to be owned by the lessor.**
22 **NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are**
23 **included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.**
24 ■ ZONING: Seller represents that the Property is zoned: Suburban Industrial (SI)
25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.
27 **CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines**
28 **running from acceptance provide adequate time for both binding acceptance and performance.**
29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 31, 2018. Seller may keep the Property on the
31 market and accept secondary offers after binding acceptance of this Offer.
32 **CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.**
33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.
36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.
38 (1) **Personal Delivery:** giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.
40 Seller's recipient for delivery (optional): _____
41 Buyer's recipient for delivery (optional): _____
42 (2) **Fax:** fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) _____ Buyer: (_____) _____
44 (3) **Commercial Delivery:** depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.
47 (4) **U.S. Mail:** depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.
49 Delivery address for Seller: _____
50 Delivery address for Buyer: _____
51 (5) **E-Mail:** electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.
55 E-Mail address for Seller (optional): Chad.Pelishek@sheboyganwi.gov
56 E-Mail address for Buyer (optional): basil@vhcars.com
57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** ~~Seller represents to Buyer that as of the date of acceptance Seller has no~~
64 ~~notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-167 and 246-278) other than those~~
65 ~~identified in the Seller's disclosure report dated _____, which was received by Buyer prior to~~
66 ~~Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**~~
67 ~~and _____ Property is sold as is~~

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than January 1, 2019, but see line 458 for additional detail

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

72 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:
73 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association
74 assessments, fuel and none

75 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**

76 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

77 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

78 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate
79 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE
80 APPLIES IF NO BOX IS CHECKED)

81 Current assessment times current mill rate (current means as of the date of closing)

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

85 **CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be**
86 **substantially different than the amount used for proration especially in transactions involving new construction,**
87 **extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor**
88 **regarding possible tax changes.**

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are _____

97 _____ Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>

121 ~~FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares~~
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 ~~CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and~~
 124 ~~occupied for farming or grazing purposes.~~

125 ~~USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be~~
 126 ~~generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a~~
 127 ~~non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more~~
 128 ~~information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization~~
 129 ~~Section or visit <http://www.revenue.wi.gov/>.~~

130 ~~FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a~~
 131 ~~farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to~~
 132 ~~3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection~~
 133 ~~Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.~~

134 ~~CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department~~
 135 ~~of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective~~
 136 ~~cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of~~
 137 ~~establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more~~
 138 ~~information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.~~

139 ~~SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more~~
 140 ~~restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land~~
 141 ~~within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum~~
 142 ~~standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface~~
 143 ~~standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must~~
 144 ~~conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.~~
 145 ~~Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.~~

146 ~~**BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or~~
 147 ~~Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change~~
 148 ~~in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects~~
 149 ~~Seller has agreed to cure have been repaired in the manner agreed to by the Parties.~~

150 ~~**PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of~~
 151 ~~closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary~~
 152 ~~wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price,~~
 153 ~~Seller shall be obligated to repair the Property and restore it to the same condition that it was on the day of this Offer. No later~~
 154 ~~than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed~~
 155 ~~such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.~~
 156 ~~Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,~~
 157 ~~relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on~~
 158 ~~such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall~~
 159 ~~be held in trust for the sole purpose of restoring the Property.~~

160 ~~**DEFINITIONS**~~

161 ~~■ **ACTUAL RECEIPT:** "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or~~
 162 ~~written notice physically in the Party's possession, regardless of the method of delivery.~~

163 ~~■ **CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION:** "Conditions Affecting the Property or Transaction" are~~
 164 ~~defined to include:~~

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 ~~(Definitions Continued on page 5)~~

~~-IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.-~~

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FINANCING CONTINGENCY: This Offer is contingent upon Buyer being able to obtain a written _____ [INSERT LOAN PROGRAM OR SOURCE] first mortgage loan commitment as described below, within _____ days of acceptance of this Offer. The financing selected shall be in an amount of not less than \$ _____ for a term of not less than _____ years, amortized over not less than _____ years. Initial monthly payments of principal and interest shall not exceed \$ _____. Monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination fee in an amount not to exceed _____ % of the loan. If the purchase price under this Offer is modified, the financed amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

ADJUSTABLE RATE FINANCING: The initial annual interest rate shall not exceed _____ %. The initial interest rate shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % per year. The maximum interest rate during the mortgage term shall not exceed _____ %. Monthly payments of principal and interest may be adjusted to reflect interest changes.

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.

CAUTION: The delivered commitment may contain conditions Buyer must yet satisfy to obligate the lender to provide the loan. BUYER, BUYER'S LENDER AND AGENTS OF BUYER OR SELLER SHALL NOT DELIVER A LOAN COMMITMENT TO SELLER OR SELLER'S AGENT WITHOUT BUYER'S PRIOR WRITTEN APPROVAL OR UNLESS ACCOMPANIED BY A NOTICE OF UNACCEPTABILITY.

■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written loan commitment.

■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this transaction on the same terms set forth in this Offer and this Offer shall remain in full force and effect, with the time for closing extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

■ ~~IF THIS OFFER IS NOT CONTINGENT ON FINANCING:~~ Within 7 days of acceptance, a financial institution or third party in control of Buyer's funds shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close. If such written verification is not provided, Seller has the right to terminate this Offer by delivering written notice to Buyer. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing contingency.

APPRAISAL CONTINGENCY: This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

CAUTION: An appraisal ordered by Buyer's lender may not be received until shortly before closing. Consider whether ~~deadlines provide adequate time for performance.~~

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. ~~Defects in any septic system or other sanitary disposal system on the Property or out of service septic systems not~~
247 ~~closed/abandoned according to applicable regulations.~~
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
293 to, all perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
294 docks/piers on permanent foundations.
- 295 ~~**CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**~~
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 ~~**ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 **STRIKE ONE** ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.~~

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 **CHECK**

327 **ALL THAT APPLY:** conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;
328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE**
330 **ONE** ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) **CHECK AND COMPLETE AS APPLICABLE:** electricity _____;

341 gas _____; sewer _____; water _____;

342 telephone _____; cable _____; other _____

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE**
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if
347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;
348 occupancy permit; other _____ **CHECK ALL THAT APPLY**, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____

357 ~~**[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:~~
358 ~~staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square~~
359 ~~footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**~~
360 ~~**Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied~~
361 ~~unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,~~
362 ~~delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information~~
363 ~~materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.~~

364 ~~Upon delivery of Buyer's notice, this Offer shall be null and void.~~

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

371 ■ **HELD BY:** Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker
372 (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or
373 otherwise disbursed as provided in the Offer.

374 **CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the**
375 **Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special**
376 **disbursement agreement.**

377 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after
378 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.
379 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest
380 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said
381 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse
382 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;
383 (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4)
384 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an
385 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to
386 exceed \$250, prior to disbursement.

387 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in
388 relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to
389 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or
390 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.
391 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4
392 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their
393 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith
394 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing
395 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____.

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and none

424 _____

425 _____

426 _____

427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

429 ■ **TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.

432 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) **STRIKE**
433 **ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

437 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.

442 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.

450 ■ **SPECIAL ASSESSMENTS:** Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

452 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special
453 charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are
454 one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)
455 relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all
456 sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact
457 fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

458 **ADDITIONAL PROVISIONS/CONTINGENCIES** Actual acreage of property to be sold to be determined after South Pointe
459 Enterprise Campus infrastructure is substantially complete.

460 Closing shall not occur until after City construction is substantially complete for the South Pointe Enterprise Campus (approximately
461 December 31, 2018).

462 The parties acknowledge that the Property is being sold at a reduced rate as it is a remnant parcel

463 Buyer shall have access to Property prior to closing to construct stormwater ponds and a driveway.

464 _____

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

475 In addition, the Parties may seek any other remedies available in law or equity.

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

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

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

488 **INSPECTIONS AND TESTING** Buyer may only conduct inspections or tests if specific contingencies are included as a part of
489 this Offer. An "inspection" is defined as an observation of the Property which does not include an appraisal or testing of the
490 Property, other than testing for leaking carbon monoxide, or testing for leaking LP gas or natural gas used as a fuel source,
491 which are hereby authorized. A "test" is defined as the taking of samples of materials such as soils, water, air or building
492 materials from the Property and the laboratory or other analysis of these materials. Seller agrees to allow Buyer's inspectors,
493 testers and appraisers reasonable access to the Property upon advance notice, if necessary to satisfy the contingencies in
494 this Offer. Buyer and licensees may be present at all inspections and testing. Except as otherwise provided, Seller's
495 authorization for inspections does not authorize Buyer to conduct testing of the Property.

496 **NOTE: Any contingency authorizing testing should specify the areas of the Property to be tested, the purpose of the**
497 **test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's testing and any other**
498 **material terms of the contingency.**

499 Buyer agrees to promptly restore the Property to its original condition after Buyer's inspections and testing are completed
500 unless otherwise agreed to with Seller. Buyer agrees to promptly provide copies of all inspection and testing reports to Seller.
501 Seller acknowledges that certain inspections or tests may detect environmental pollution which may be required to be reported
502 to the Wisconsin Department of Natural Resources

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

511 **CAUTION:** Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
512 well as any follow-up inspection(s).

513 This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers to Seller a copy of the written
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s); to which Buyer objects (Notice of Defects).

515 **CAUTION:** A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
517 Buyer had actual knowledge or written notice before signing this Offer.

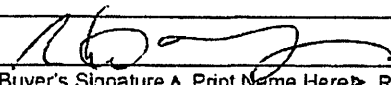
518 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
519 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
520 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
521 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
522 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
523 Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure
524 or (b) Seller does not timely deliver the written notice of election to cure.

525 **ADDENDA:** The attached Exhibit A _____ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams

536 _____ on July 30, 2018

537 (x)  _____ 8-16-18
538 Buyer's Signature ▲ Print Name Here ▶ RACETRACK ROAD, LLC By: Richard Strong Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ _____ By: _____ Date ▲

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
542 _____ Broker (by) _____

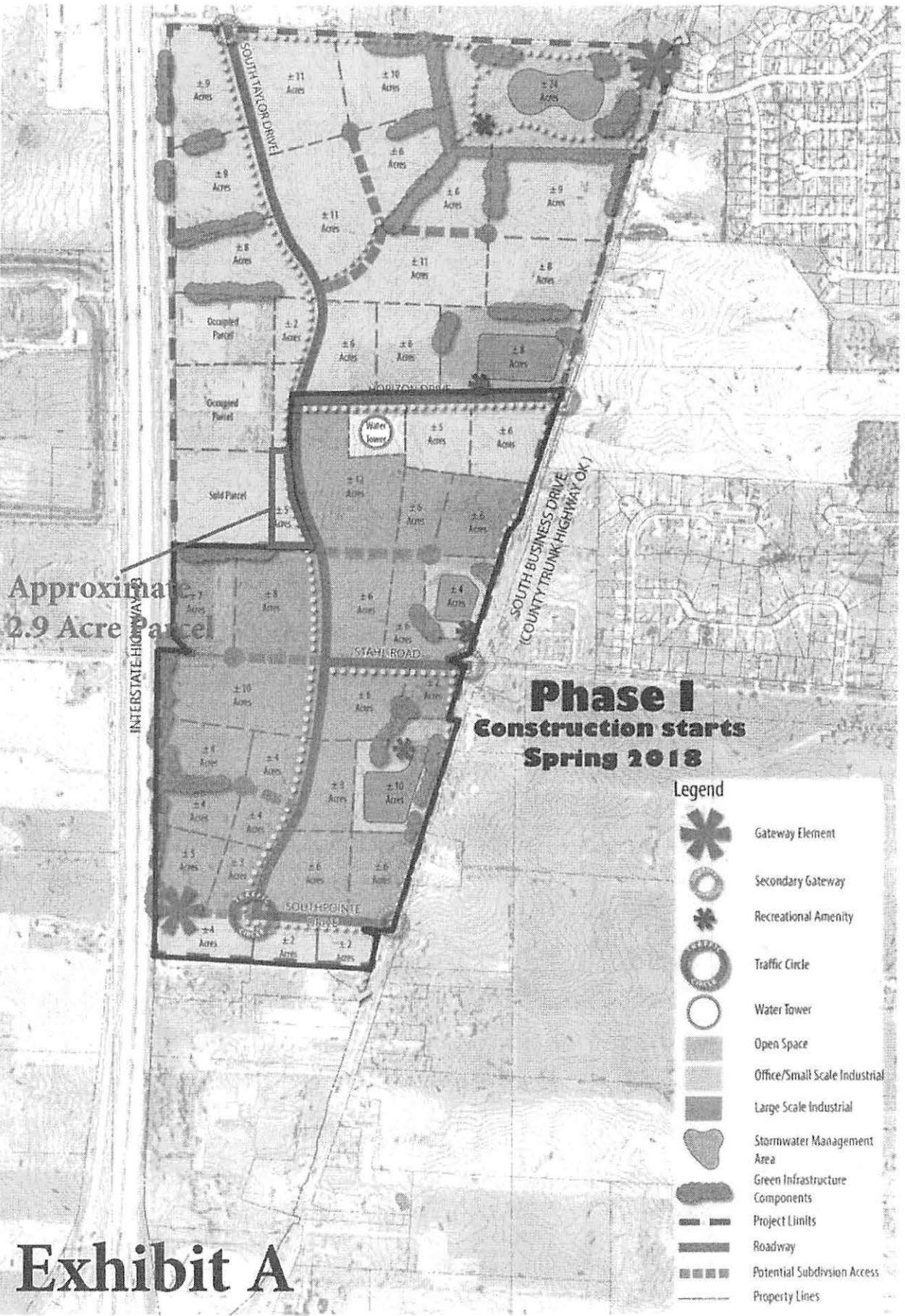
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) _____
547 Seller's Signature ▲ Print Name Here ▶ CITY OF SHEBOYGAN By: Michael J. Vandersteen, Mayor Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ _____ By: Meredith DeBruin, City Clerk Date ▲

550 This Offer was presented to Seller by [Licensee and Firm] _____
551 _____ on _____ at _____ a.m./p.m.

552 This Offer is rejected _____ This Offer is countered [See attached counter] _____
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲



Approximate
2.9 Acre Parcel

Phase I
Construction starts
Spring 2018

- Legend**
- Gateway Element
 - Secondary Gateway
 - Recreational Amenity
 - Traffic Circle
 - Water Tower
 - Open Space
 - Office/Small Scale Industrial
 - Large Scale Industrial
 - Stormwater Management Area
 - Green Infrastructure Components
 - Project Limits
 - Roadway
 - Potential Subdivision Access
 - Property Lines

Exhibit A

VIII

R. C. No. _____ - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
September 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 82-18-19 by Alderpersons Rindfleisch and Bohren authorizing a transfer of appropriations in the 2018 Budget (TID 19 and City Hall Renovations); recommends approving the Resolution.

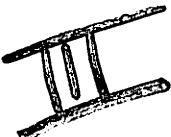
ref

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 82 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 27, 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 purposes of:

Establish appropriation for advance to TID 19 for incentive payment to Water Edge's Development of Sheboygan LLC to be reimbursed with future increment.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
General Fund Unreserved Fund Balance 101-253000	TID 19 Capital Projects Fund Development Incentive 42961100-530212	\$350,000

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 Project Fund City Hall Renovations 400112100-621200	\$500,000

Finance + Personnel approve

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.
September 4, 2018.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 83-18-19 by Alderpersons Rindfleisch and Bohren authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC; recommends approving the Resolution.

ref

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor



DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 83 - 18 - 19. By Alderpersons Rindfleisch and Bohren.
August 27, 2018.

A RESOLUTION authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement with Water's Edge Development of Sheboygan, LLC regarding proposed condominiums in Sheboygan, in form substantially similar to the attached agreement.

*Finance/Personnel
approve.*

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**

**WATER'S EDGE DEVELOPMENT OF SHEBOYGAN, LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this _____ day of August, 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 Water's Edge Development of Sheboygan, LLC., a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097

RECITALS

The City is in the process of establishing a Tax Incremental District ("TID #19"), 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 #19 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 #19 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 #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments 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 along the Sheboygan River in an underutilized area near the busy intersection of the North 14th Street and Erie Avenue.

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 Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

ARTICLE I. OVERVIEW OF THE PROJECT

The Project consists of 32 condominium units, of which 22 units are two bedroom/two-stall garage and 10 are two bedroom/one-stall garage units, all of which will be sold to private residents. The Project will be done in two phases with the first phase consisting of not less than 15 units ("Project Phase I") and the second phase consisting of the remaining units to reach the total of 32 units ("Project Phase II").

ARTICLE II. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Certification Date" shall mean the day each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

"Construction Plans" means state approved plans for the construction of the Project as described in Section 601 hereafter.

"Developer" means Water's Edge Development of Sheboygan, LLC. and its permitted successors and assigns.

"Development Incentive Payments" means the incentive payments to the Developer by the City as set forth in Section 402 hereafter.

"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 as described in Article I.

"Property" means the property legally described on attached Exhibit A.

"Tax Incremental Value" means the increased real property assessment of the Property generated by the Project.

“Tax Increment Revenue” means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in determining the Tax Increment Revenue.

“TID Project Plan” means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

**ARTICLE III.
CONSTRUCTION SCHEDULE**

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	By August 31, 2018
Creation of TID	By September 15, 2018
Issuance of Building Permits	By October 31, 2018
Start Construction	By October 31, 2018
Phase I Substantial Completion	By May 31, 2019

**ARTICLE IV.
DEVELOPMENT PROVISIONS**

Section 401. Minimum Investment. If Developer decided to proceed with Phase II the Developer shall invest (Phase I and Phase II) a minimum of Six Million Four Hundred Thousand Dollars (\$6,400,000) in the construction of the Project (“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 include the following costs incurred in the development of the Project: demolition; site work; architectural and civil costs; remediation; utilities serving the new project (including relocation of existing utilities); all labor and materials required for the Project including contractor general conditions and customary allowance for contingency; offsite improvements required to service the Project; storm water facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds; 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 within 90 days of the completion of Project Phase I that Developer has expended not less than Three Million Dollars (\$3,000,000) in hard costs.

Section 402. Development Incentive Payments.

A. Initial Incentive Payment. Conditioned upon Developer obtaining a written loan commitment from a lending institution of Developer’s choice in an amount and with such terms and conditions acceptable to Developer, within Developer’s sole discretion, for the construction of the Project and also providing documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors,

the City shall pay to Developer the sum of Three Hundred Fifty Thousand Dollars (\$350,000) ("Initial Incentive Payment") within thirty (30) days of issuance of a building permit for the Project. As consideration for receiving the Initial Incentive Payment, the Developer guarantees that the minimum assessed property valuation of the Project Phase I will be Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) ("Phase I Required Assessment"). If, on the Certification Date for 2020, the assessed property valuation of the Project Phase I is less than the Phase I Required Assessment, the Developer shall pay to the City by January 30, 2021 an amount equal to the product of (a) the then current mill rate for the City of Sheboygan and (b) the difference between the Phase I Required Assessment and the then current assessed property valuation of the Project (the "Initial Shortfall Payment"). Additionally, if on the Certification Date for each of the five years between and including 2021 and 2025 the assessed property valuation of the Project Phase I is less than Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), the Developer shall annually pay to the City by the January 30 following the Certification Date an amount equal to the product of (a) the then current mill rate for the City of Sheboygan and (b) the difference between the Phase I Required Assessment and the then current assessed property valuation of the Project (the "Annual Shortfall Payment"). Additionally, but subject to the CAP hereafter defined, if on the Certification Date for 2025, the assessed property valuation of the Project Phase I has never reached the Phase I Required Assessment, the Developer shall, by January 30 2026, pay an Additional Shortfall Payment in an amount equal to the number of years remaining in the TID District multiplied by the product of the then current mill rate for the City of Sheboygan and the difference between the Phase I Required Assessment and the assessed property valuation of the Project on January 1, 2026. Notwithstanding the foregoing, in no case shall the sum of the Initial Shortfall Payment and all Annual Shortfall Payments paid by the Developer pursuant to this paragraph exceed Ninety Thousand Dollars (\$90,000) (the "CAP"). To secure the Developer's guarantee in this Section 402A and prior to the issuance of the building permit for the Project, the Developer shall provide to the City a letter of credit from a lender and in form and content deemed acceptable to the City, in an amount equal to Ninety Thousand Dollars (\$90,000) and with a term through January 31, 2021, renewable annually for five additional years. Once the assessed value of Project Phase I has reached Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), the Developer is released from any responsibility to pay any Shortfall Payment and from the requirement to renew the letter of credit.

B. Annual Incentive Payment. As an inducement to Developer for the development of the Project and conditioned on the completion of Phase II with an estimated assessed property valuation of the Project being at least Seven Million Dollars (\$7,000,000) , the City agrees to pay to the Developer each year, for a maximum period of five (5) years, an annual Development Incentive Payment up to a cumulative total principal sum not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) (each yearly payment being referenced to as an "Annual Incentive Payment"). The Annual Incentive Payment shall be calculated and paid to the Developer as follows: An amount equal to forty percent (40%) of the Tax Increment Revenue from the Project in a year, regardless of owner. The City shall make the Annual Incentive Payment to the Developer, if any, under this Section no later than September 30 of each year, commencing the year after the Developer completes the Project Phase II. Payment by the City of the Annual Incentive Payment will only be made if the Developer has paid current year property taxes (real and personal) to the City in full for all units owned by the Developer. If the Developer has not completed Project Phase II by December 31, 2021, then the City's obligation to make Annual Incentive Payments hereunder shall terminate.

C. General Provisions.

(i) The Development 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.

(ii). If a completed unit in the Project has not sold during a period of 120 days from it being available for occupancy, the Developer shall be entitled to rent such unit until it is sold. During any period of rental the Developer shall continue to endeavor to sell a rented unit.

(iii) Recognizing that the Project is a condominium development, it is the goal of the Developer to sell all units constructed within the Development. No matter the sale of all or any portion of the units at the time of payment of a Development Incentive Payment, all such payment shall be made to the Developer.

(iv) Recognizing the Project includes a public right of way approximately from Wisconsin Avenue to the Sheboygan River (the "Encroachment Area"), the construction of the Project is dependent and conditioned upon the City and Developer entering into an Encroachment Agreement for the encroachment upon and use by the Developer of the Encroachment Area in construction of the Project.

**ARTICLE V.
TID CONTINGENCY**

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 15, 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.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide Development Incentive Payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project, that it agrees not to take any action that will change the taxability of the property, and that it shall insert deed restrictions in any subsequent transfer of any portion of the Project to ensure that all future owners, assignees, and title holders of record shall be bound by the requirements of this paragraph.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

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 601 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. INDEMNIFICATION

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.

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.

ARTICLE VIII. MISCELLANEOUS

Section 801. 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 802. 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 803. 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 804. 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 7722 W. Hawthorne Road, Mequon, WI 53097, Attention: Paul Weaver; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Suite 100, 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 805. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 806. 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 807. 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**

**WATER'S EDGE DEVELOPMENT OF
SHEBOYGAN, LLC.**

BY: _____
Michael J. Vandersteen, Mayor

BY: _____
Paul Weaver, Manager

ATTEST: _____
Meredith DeBruin, City Clerk

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 WISCONSIN)
) ss
_____ COUNTY)

Personally came before me this _____ day of _____, 2018, the above-named _____, _____, 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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, in Block 119, of the Original Plat of the City of Sheboygan.

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**WATER'S EDGE DEVELOPMENT OF SHEBOYGAN, LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this 6th day of September, 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 Water's Edge Development of Sheboygan, LLC., a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097

RECITALS

The City is in the process of establishing a Tax Incremental District ("TID #19"), 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 #19 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 #19 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 #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments 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 along the Sheboygan River in an underutilized area near the busy intersection of the North 14th Street and Erie Avenue.

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 Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

ARTICLE I. OVERVIEW OF THE PROJECT

The Project consists of 32 condominium units, of which 22 units are two bedroom/two-stall garage and 10 are two bedroom/one-stall garage units, all of which will be sold to private residents. The Project will be done in two phases with the first phase consisting of not less than 15 units ("Project Phase I") and the second phase consisting of the remaining units to reach the total of 32 units ("Project Phase II").

ARTICLE II. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Certification Date" shall mean the day each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

"Construction Plans" means state approved plans for the construction of the Project as described in Section 601 hereafter.

"Developer" means Water's Edge Development of Sheboygan, LLC. and its permitted successors and assigns.

"Development Incentive Payments" means the incentive payments to the Developer by the City as set forth in Section 402 hereafter.

"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 as described in Article I.

"Property" means the property legally described on attached Exhibit A.

"Tax Incremental Value" means the increased real property assessment of the Property generated by the Project.

“Tax Increment Revenue” means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in determining the Tax Increment Revenue.

“TID Project Plan” means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

ARTICLE III. CONSTRUCTION SCHEDULE

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	By August 31, 2018
Creation of TID	By September 15, 2018
Issuance of Building Permits	By October 31, 2018
Start Construction	By October 31, 2018
Phase I Substantial Completion	By May 31, 2019

ARTICLE IV. DEVELOPMENT PROVISIONS

Section 401. Minimum Investment. If Developer decided to proceed with Phase II the Developer shall invest (Phase I and Phase II) a minimum of Six Million Four Hundred Thousand Dollars (\$6,400,000) in the construction of the Project (“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 include the following costs incurred in the development of the Project: demolition; site work; architectural and civil costs; remediation; utilities serving the new project (including relocation of existing utilities); all labor and materials required for the Project including contractor general conditions and customary allowance for contingency; offsite improvements required to service the Project; storm water facilities (both offsite and onsite); geotechnical and other testing; construction completion and payment and performance bonds; 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 within 90 days of the completion of Project Phase I that Developer has expended not less than Three Million Dollars (\$3,000,000) in hard costs.

Section 402. Development Incentive Payments.

A. Initial Incentive Payment. Conditioned upon Developer obtaining a written loan commitment from a lending institution of Developer’s choice in an amount and with such terms and conditions acceptable to Developer, within Developer’s sole discretion, for the construction of the Project and also providing documentation to the City to substantiate the remaining funds needed to complete the Project as evidenced by agreements from lenders and equity investors,

the City shall pay to Developer the sum of Three Hundred Fifty Thousand Dollars (\$350,000) ("Initial Incentive Payment") within thirty (30) days of issuance of a building permit for the Project. As consideration for receiving the Initial Incentive Payment, the Developer guarantees that the minimum assessed property valuation of the Project Phase I will be Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) ("Phase I Required Assessment"). If, on the Certification Date for 2020, the assessed property valuation of the Project Phase I is less than the Phase I Required Assessment, the Developer shall pay to the City by January 30, 2021 an amount equal to the product of (a) the then current mill rate for the City of Sheboygan and (b) the difference between the Phase I Required Assessment and the then current assessed property valuation of the Project (the "Initial Shortfall Payment"). Additionally, if on the Certification Date for each of the five years between and including 2021 and 2025 the assessed property valuation of the Project Phase I is less than Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), the Developer shall annually pay to the City by the January 30 following the Certification Date an amount equal to the product of (a) the then current mill rate for the City of Sheboygan and (b) the difference between the Phase I Required Assessment and the then current assessed property valuation of the Project (the "Annual Shortfall Payment"). Additionally, but subject to the CAP hereafter defined, if on the Certification Date for 2025, the assessed property valuation of the Project Phase I has never reached the Phase I Required Assessment, the Developer shall, by January 30 2026, pay an Additional Shortfall Payment in an amount equal to the number of years remaining in the TID District multiplied by the product of the then current mill rate for the City of Sheboygan and the difference between the Phase I Required Assessment and the assessed property valuation of the Project on January 1, 2026. Notwithstanding the foregoing, in no case shall the sum of the Initial Shortfall Payment and all Annual Shortfall Payments paid by the Developer pursuant to this paragraph exceed Ninety Thousand Dollars (\$90,000) (the "CAP"). To secure the Developer's guarantee in this Section 402A and prior to the issuance of the building permit for the Project, the Developer shall provide to the City a letter of credit from a lender and in form and content deemed acceptable to the City, in an amount equal to Ninety Thousand Dollars (\$90,000) and with a term through January 31, 2021, renewable annually for five additional years. Once the assessed value of Project Phase I has reached Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000), the Developer is released from any responsibility to pay any Shortfall Payment and from the requirement to renew the letter of credit.

B. Annual Incentive Payment. As an inducement to Developer for the development of the Project and conditioned on the completion of Phase II with an estimated assessed property valuation of the Project being at least Seven Million Dollars (\$7,000,000) , the City agrees to pay to the Developer each year, for a maximum period of five (5) years, an annual Development Incentive Payment up to a cumulative total principal sum not to exceed Three Hundred Fifty Thousand Dollars (\$350,000) (each yearly payment being referenced to as an "Annual Incentive Payment"). The Annual Incentive Payment shall be calculated and paid to the Developer as follows: An amount equal to forty percent (40%) of the Tax Increment Revenue from the Project in a year, regardless of owner. The City shall make the Annual Incentive Payment to the Developer, if any, under this Section no later than September 30 of each year, commencing the year after the Developer completes the Project Phase II. Payment by the City of the Annual Incentive Payment will only be made if the Developer has paid current year property taxes (real and personal) to the City in full for all units owned by the Developer. If the Developer has not completed Project Phase II by December 31, 2021, then the City's obligation to make Annual Incentive Payments hereunder shall terminate.

C. General Provisions.

(i) The Development 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.

(ii). If a completed unit in the Project has not sold during a period of 120 days from it being available for occupancy, the Developer shall be entitled to rent such unit until it is sold. During any period of rental the Developer shall continue to endeavor to sell a rented unit.

(iii) Recognizing that the Project is a condominium development, it is the goal of the Developer to sell all units constructed within the Development. No matter the sale of all or any portion of the units at the time of payment of a Development Incentive Payment, all such payment shall be made to the Developer.

(iv) Recognizing the Project includes a public right of way approximately from Wisconsin Avenue to the Sheboygan River (the "Encroachment Area"), the construction of the Project is dependent and conditioned upon the City and Developer entering into an Encroachment Agreement for the encroachment upon and use by the Developer of the Encroachment Area in construction of the Project.

**ARTICLE V.
TID CONTINGENCY**

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 15, 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.

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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.

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.

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Section 802. 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.

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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.

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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.

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(Signature Page Follows)

EXHIBIT "A"
Description of Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, in Block 119, of the Original Plat of the City of Sheboygan.



Gen. Ord. No. _____ - 18 - 19. By Alderperson Sorenson. September 4, 2018.

AN ORDINANCE amending the City of Sheboygan Future Land Use Map of the Sheboygan Comprehensive Plan to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Employment to Class Multi-Family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classification is hereby amended by changing the Future Land Use Maps thereof and Use Classification of the following described lands from Class Employment to Class Multi-Family Residential Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391)

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'- 00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'- 00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

City Plan

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 Sorenson. September 4, 2018.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 1436 South 15th Street (Parcel No. 59281513391) from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification:

Property located at 1436 South 15th Street (Parcel No. 59281513391).

SEC 27 T15N R23E PRT OF THE E 1/2 DESC AS: COM AT THE INTERSECTION OF THE S LINE OF ORIGINAL PLAT BLK 300 & THE E LINE OF S 15TH ST, TH S-88-DEG-25'-00"-W 20' ALG THE S LINE OF THE ORIGINAL PLAT TO THE POB, TH CONT S-88-DEG-25'-00"-W 299.56' ALG SD S LINE OF THE ORIGINAL PLAT AND THE S LINE OF BLK 301 OF THE ORIGINAL PLAT TO A PT 133.98' E OF E LINE OF S 16TH ST, TH S 60', TH W 131.85' PARALLEL TO THE S LINE OF BLK 301 TO THE E LINE OF S 16TH ST, TH S 135' ALG THE E LINE OF S 16TH ST, TH S-88-DEG-06'-W 328.40' PARALLEL TO THE S LINE OF BLK 302 TO A PT IN THE E LINE OF GRAMS SUBD NO 1, 195' S OF THE NE COR OF SD BLK 1, TH S 360' ALG THE E LINE OF SD GRAMS SUBD TO A PT 60' N OF N LINE OF LOT 14 SD SUBD EXT E, TH E 35', TH S 115', TH W 35' TO E LINE OF SD SUBD, TH S 240' M/L TO A PT 270' N OF THE N LINE OF BROADWAY, TH E 200' PARALLEL TO THE N LINE OF BROADWAY, TH S 60', TH E 80', TH S 210' TO THE N LINE OF BROADWAY, TH E 287.13' TO THE WLY R/W LINE OF MAIN TRACK OF C&NW RR, TH NLY AL..

City Plan

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

Other Matters

R. O. No. 113 - 18 - 19. By CITY CLERK. September 4, 2018.

Submitting various license applications for the period ending December 31, 2018, June 30, 2019 and June 30, 2020.

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2379	Bakewell, Sarah J.	1312 N. 15 th Street
6748	Bresser, Matt J.	2019 S. 25 th Street
2388	Brubaker, Justice P.	2313 N. 7 th Street
2394	Ferreira, Marina D.	2225 Terrace View Drive #2B
5514	Green, John F.	2919 S. 18 th Street
2385	Herrmann, George M.	10435 Gass Lake Road, Cleveland
2396	Jacoby, Jessica J.	1132 Logan Avenue
2386	Jensen, Mathew P.	620 S. 8 th Street Apt. 318
2398	Johnson, Christopher J.	2674 Georgia Avenue
2382	Landwehr, Emily L.	913 New York Avenue
8947	Marsellis, Lynn M.	3227 S. 11 th Street
2387	Onsager, Karen G.	2722 N. 10 th Street Apt. 205
2384	Rick, Grace C.	2123 Woodglen Drive Apt. 2C
2393	Ripson, Victoria A.	1823 N. 10 th Street
2389	Robertson, Sarah M.	633B N. 4 th Street
2395	Sippel, Bailey M.	1305 S. 22 nd Street
2397	Zubricky, Amber R.	1716 Madison Street, Wausau

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2383	Wienke, Ashley N.	309 Broadway Street Unit A, Sheb. Falls

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3355	Swovy's I	1645 S. 12 th Street

AHS

III

Other Matters

Res. No. 95 - 18 - 19. By Alderperson Wolf. September 4, 2018.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase and installation of new baseball park lighting for the Wildwood/Sheboygan A's Mary Testwuide Knauf Baseball Park complex on a cost share basis with the Sheboygan A's baseball organization.

WHEREAS; The City of Sheboygan and the Sheboygan A's organization have agreed upon a project to replace and upgrade the ball park lighting on a cost share basis. The new LED lighting will operate much more economically and provide a better quality of illumination. The new lighting will also assist the Sheboygan A's organization in an attempt to attract more regional tournaments which results in enhanced tourism for the City.

WHEREAS; the new lighting, including light poles, underground foundations and controls will be purchased from Musco Sports Lighting of Oskaloosa, IA under a national contract with the Sourcewell/NJPA buying consortium. Because this is a national contract, the need for competitive bidding can be waived. The total cost of the lighting, including delivery is \$ 305,000.00 and:

WHEREAS; the installation portion of the lighting project was put to competitive bidding. Two bids were received with the lowest responsive bid from Altmeyer Electric of Sheboygan, WI at a total cost including Alternate # 1 Removal of old lighting and poles and Alternate # 2 Removal of the old scoreboard of \$187,260.00 and;

WHEREAS; Because the agreement between the City and the Sheboygan A's involves direct reimbursement to the city by the Sheboygan A's as well as a loan the approval of this project by the Common Council is contingent upon satisfactory completion of a repayment agreement and/or promissory note between the parties to be drafted by the City of Sheboygan City Attorney.

WHEREAS: The funding breakdown is as follows:

City of Sheboygan contribution: \$ 80,000.00, a City of Sheboygan Loan to the Sheboygan A's of \$ 51,500.00. and a pledged contribution by the Sheboygan A's organization of \$360,760.00

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Musco Sports Lighting of Oskaloosa IA in the amount of \$ 305,000 and Altmeyer Electric of Sheboygan WI in the amount of \$ 187,260 with the stipulation that a satisfactory agreement for reimbursement to the City can be completed between the parties.

Public Works

BE IT FURTHER RESOLVED: That the Purchasing Agent is hereby authorized to draw funds for the provision of these expenses from Account # 40053000-631100 Capital Improvements Fund in payment of same.

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