

*****ATTACHMENTS*****

III

R. O. No. - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting various license applications.

City Clerk

SPECIAL "B" LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1064	Christ Child Academy	2722 Henry St. - One day event to be held on August 31, 2017. To include the yard and gymnasium.
1377	St. Dominics Church	2133 N. 22 nd St.- One day event to be held September 17, 2017. To include the Parrish Activity Centre and surrounding grounds.

Consent

VI

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY. August 21, 2017.

Your Committee to whom was referred R. O. No. 107-17-18 by the Chief of Police submitting his quarterly report showing the Benchmark Measurements for the department for the period commencing April 1, 2017 and ending June 30, 2017; recommends that the documents be accepted and placed on file.

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

4.3

R. O. No. 107 - 17 - 18. By CHIEF OF POLICE. August 7, 2017

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2017 and ending June 30, 2017.

	2015 <u>Actual</u>	Y-T-D <u>06/30/16</u>	2016 <u>Actual</u>	Y-T-D <u>06/30/17</u>	2017 <u>Goals</u>
<u>Patrol and Investgations</u>					
Homicide	0	0	1	0	0
Rape	22	11	21	7	10
Robbery	14	3	10	3	15
Aggravated Assault	124	48	101	44	90
Violent Crime Total	160	62	133	54	125
Burglary	128	40	119	43	115
Theft	991	421	908	319	900
Motor Vehicle Theft	31	19	36	15	30
Arson	4	2	5	7	5
Property Crime Total	1154	482	1068	384	1050
Percent of Offenses Cleared	53 %	51%	55 %	50%	70 %
Value of Property Stolen	\$510,385	\$158,066	\$497,952	\$331,901	\$500,000
Value of Property Recovered	\$143,730	97,091	\$204,714	\$107,131	\$200,000
Percent of Stolen Recovered	28 %	61%	41 %	32%	40 %
Accident Investigations	1,698	894	1,900	864	1,500
Traffic Stops	N/A	2,578	N/A	3,762	No goal
Traffic Arrests	2,137	1,863	2,426	2,542	No Goal
Other Arrests	3,861	1,978	3,692	1,478	No Goal
Speed Trailer Deployments	N/A	1	20	4	20
HVEE Deployments	N/A	6	8	2	12
Parking Tickets Issued	8,745	5,738	9,842	6,788	10,000
Bicycles Recovered	212	193	200	59	150
Involuntary Commitments	108	57	148	89	No Goal
<u>Administration</u>					
District Attorney Request for Digital Evidence	2,612	N/A	N/A	543	2,750
Open Records Requests	4,335	2,288	4,310	1,850	4,000
Nixle Messages Sent	219	110	234	131	250
Press Releases	43	21	30	16	50
Tweets	311	201	337	140	350
Facebook likes	3000	5,062	6,000	7,103	9,000
Reported Crime Maps	104	69	104	54	104
Crime Comparison Reports	52	24	52	27	52
Burglary Reports	86	27	86	32	86

Pub. Safety

Chief of Police

IV

R. C. No. _____ - 17 - 18. By PUBLIC SAFETY. August 21, 2017.

Your Committee to whom was referred R. O. No. 108-17-18 by the Fire Chief submitting his quarterly report showing the Benchmark Measurements for the department for the period commencing April 1, 2017 and ending June 30, 2017; recommends that the documents be accepted and placed on file.

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

4.10

R.O. No. 108 17 - 18 By FIRE CHIEF. August 7, 2017

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2017 and ending June 30, 2017.

<u>Incident Types</u>	<u>2015 Actual</u>	<u>2nd Quarter 6/30/16</u>	<u>2016 Actual</u>	<u>2nd Quarter 6/30/17</u>	<u>2017 Goals</u>
Fires	141	38	138	37	125
Rescue & Emergency Medical Service	3,902	974	3,931	959	3,900
Non Fires	991	220	938	302	910
TOTAL	5,034	1,232	5,007	1,298	5,000

Station Incident Count Per Station

Station 1	1,542	358	1,507	401	1500
Station 2	915	240	965	227	950
Station 3	1,205	333	1,212	340	1200
Station 4	813	177	785	209	750
Station 5	532	120	509	107	500
Out of City	27	4	29	14	20

Fire Loss

Number of Incidents	59	14	72	23	20
Total Property Loss	\$ 523,850	\$ 20,123	\$ 846,192	\$ 83,450	\$ 750,000
Total Content Loss	\$ 379,305	\$ 8,025	\$ 312,690	\$ 35,690	\$ 250,000
Total Loss	\$ 903,155	\$ 28,148	\$ 1,158,882	\$ 119,140	\$ 1,000,000
Average Loss	\$ 15,307	\$ 2,010	\$ 16,095	\$ 5,180	\$ 15,000

Workload

Inspections	1,835	-	1,860	-	1,880
School Safety Programs	182	-	183	-	185
Training Hours	8,282		9,566		10,000
Investigations/Formal	141/15		138/10		125/10

Efficiency

EMS Average Response Time (Seconds) 240	-	-	-	-	90%
Fire Average Response Time (Seconds) 300	-	-	-	-	90%

Effectiveness

Resident Satisfaction Rating	-	-	98%	-	85%
ISO Rating	2	2	2	2	2

Sub Safety

Michael T. Roman

FIRE CHIEF

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Report of Officer, submitting the Fire Department Quarterly Report for the period commencing April 1, 2017 and ending June 30, 2017.

REPORT PREPARED BY: Michael T. Romas, Fire Chief

REPORT DATE: August 4, 2017

MEETING DATE: August 7, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

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

BACKGROUND / ANALYSIS:

The Quarterly Report of Benchmarks for the Fire Department for the Period commencing April 1, 2017 and ending June 30, 2017 is presented for information and discussion as required by section 50-564 of the Municipal code.

STAFF COMMENTS:

Highlights of the 2017 second quarter report are as follows:

- 21% increase in Hazardous Condition (No fire)
 - CO, gasoline, natural gas, oil leaks
- 38% increase in Service Calls
 - Assist invalid, unauthorized burning, lock outs
- 34% increase in Good Intent Calls
 - Dispatched and canceled, wrong location, controlled burning
- 71% increase in Out of City Calls (4 to 14)
 - Six to Town of Sheboygan
 - Two to Kohler
 - Three to Town of Wilson
 - One from Wauwatosa
 - Two EMS calls for Manitowoc during fire

ACTION REQUESTED:

Motion to recommend to Council to Approve the Report of Officer No. -17-18.

ATTACHMENTS: R.O. No. -17-18

VI

R. C. No. _____ - 17 - 18. By PUBLIC WORKS. August 21, 2017.

Your Committee to whom was referred R. O. No. 122-17-18 by the City Clerk submitting a communication from Kenneth Fischer regarding trees and shrubs that are invading his property at 1319 S. 24th Street; recommends document be filed.

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

44.

R. O. No. 122 - 17 - 18. By CITY CLERK. August 7, 2017.

Submitting a communication from Kenneth Fischer regarding trees and shrubs that are invading his property at 1319 S. 24th Street.

~~Public Works~~
File

City Clerk

July 17, 2017

Ms. Mayor,

I am writing this letter as you requested me to do when I met with you at your office. My name is Kenneth Fischer and I live at 1319 S. 24 ST.

In our discussion about over growth of unplanted trees and bushes we agreed on nothing including extensions of notice to repair things.

I am therefore requesting to meet with the committee that takes care of my complaint about trees and shrubs that are invading my property as soon as possible.

Thank you

Kenneth Fischer

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
August 21, 2017.

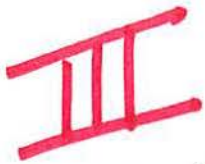
Your Committee to whom was referred Res. No. 53-17-18 by Alderpersons Donohue and Bohren approving the Option to Purchase 73.257 acres of industrial park land between Wilson Land Holdings, LLC and the City of Sheboygan; recommends the Resolution be passed.

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



5.5

Res. No. 53 - 17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION approving the Option to Purchase 73.257 acres of industrial park land between Wilson Land Holdings, LLC and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the Option to Purchase 73.257 acres of land in the amount of \$1,999,916.10 from Wilson Land Holdings and agrees to close on the property on January 5, 2018.

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.

*Finance & Personnel
Accept + Adept*

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

WB-24 OPTION TO PURCHASE

1 LICENSEE DRAFTING THIS OPTION ON July 25, 2017 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/ LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) (~~STRIKE THOSE NOT APPLICABLE~~)

3 The Seller (Optionor), Wilson Land Holdings, LLC, hereby grants to

4 the Buyer (Optionee), City of Sheboygan

5 an option to purchase (Option) the Property known as (Street Address) 73.257 acres identified on Exhibit A

6 in the Town

7 of Wilson, County of Sheboygan, Wisconsin, on the following terms:

8 ~~DEADLINE FOR GRANT OF OPTION~~ This Option is void unless a copy of the Option, or separate but identical copies, is/are signed by all

9 Sellers and delivered to Buyer on or before August 31, 2017 (Time is of the Essence).

10 **OPTION TERMS**

11 INITIAL OPTION TERM: A nonrefundable option fee of \$ 30,000.00 will be paid by Buyer to Seller within 5 days

12 of the later of: (i) the granting of this Option, or (ii) the deadline for execution of a lease if line 144 of this Option is checked. This Option may only be

13 exercised if Buyer delivers written notice to Seller no later than midnight March 30, 2018 unless extended below.

14 EXTENDED OPTION TERM: The Deadline to exercise this Option shall be extended until midnight _____, upon

15 payment of \$ _____ to Seller on or before _____, as an option

16 extension fee which shall not be refundable. *after Common Council approval.*

17 EXERCISE: To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-361, or (ii) any other written notice which states that

18 Buyer exercises this Option. If the Option is exercised, \$ 30,000.00 of the option fee and \$ 0 of the

19 option extension fee, if any, shall be a credit against the purchase price at closing.

20 CAUTION: If the option fees are to be paid into listing broker's trust account or to a third party, specify in additional provisions at lines 256-258

21 or 326-330 or in a separate agreement attached per line 325.

22 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of and 10/100

23 PURCHASE PRICE: One Million Nine Hundred Ninety-nine Thousand Nine Hundred Sixteen Dollars

24 (\$ 1,999,916.10) will be paid in cash or equivalent at closing unless otherwise provided below.

25 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Option

26 not excluded at lines 28-29, and the following additional items: _____

27 _____

28 NOT INCLUDED IN PURCHASE PRICE: _____

29 _____

30 CAUTION: Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 75-82) to be excluded by

31 Seller or which are rented and will continue to be owned by the lessor.

32 NOTE: The terms of this Option, not the listing contract or marketing materials, determine what items are included/excluded.

33 ~~OPTIONAL PROVISIONS~~ TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF

34 THE BOX IS MARKED SUCH AS WITH AN "X" THEY ARE NOT PART OF THIS OPTION IF MARKED "N/A" OR ARE LEFT BLANK.

35 ~~DELIVERY OF DOCUMENTS AND WRITTEN NOTICES~~ Unless otherwise stated in this Option, 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): _____

39 Buyer's recipient for delivery (optional): _____

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: Wilson Land Holdings, LLC, P.O. Box 1767, Madison, WI 53701-1767

48 Delivery address for Buyer: Chad Pelishek, 828 Center Avenue, Suite 104, Sheboygan, WI 53081

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): _____

54 E-Mail address for Buyer (optional): _____

55 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this

56 Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; ~~STRIKE AS APPLICABLE~~ and all other dates and Deadlines in this

57 Option except: _____ . If "Time is of the Essence" applies

58 to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date

59 or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

60 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery

61 to, or Actual Receipt by, all Buyers or Sellers.

2

62 DEFINITIONS

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

65 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
66 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
67 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
68 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
69 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
70 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
71 midnight of that day.

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

75 ■ **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
76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docks/piers on
82 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

85 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

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

89 **CAUTION:** Buyer should verify total square footage formula, total square footage/acreage figures, and land, building or room
90 dimensions, if material.

91 **BUYER'S WALK-THROUGHS:** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

95 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
96 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
97 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
98 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
99 lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
100 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
101 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
102 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
103 be held in trust for the sole purpose of restoring the Property.

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

109 **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
110 registry by contacting the Wisconsin Department of Corrections on the Internet at <http://www.widocoffenders.org> or by telephone at (608) 240-
111 5830.

112 **CLOSING** This transaction is to be closed (with _____) _____ (90) _____ days after the exercise of this Option) (no later than _____) _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

113 **CLOSING PROVISIONS** The following items, if applicable, shall be provided at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), title and municipal charges, property owners association assessments, fuel and _____.

114 **CAUTION:** Provides basis for utility charges, fuel or other provisions if date of closing value will not be used.
115 Any income, taxes or expenses shall accrue to Seller, and be provided at closing, through the day prior to closing.
116 Real estate taxes shall be provided at closing based on [CHECK BOX FOR APPLICABLE PROPORTION FORMULA]:
117 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)
118 Current assessment times current mill rate (current means as of the date of closing)
119 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 known, multiplied by current mill rate (current means as of the date of closing)

120 **CAUTION:** Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially different than the amount used for provision especially in transactions involving new construction, extensive rehabilitation, remodeling or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.
121 Buyer and Seller agree to re-provide the real estate taxes, through the day prior to closing based upon 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 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-provide within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in the transaction.
122 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (and) **STRIKE ONE** lease(s), if any, are insert additional terms, if any, at lines 256-268 or 326-330 or attach as an addendum per line 325.

123 **LEASE OPTION PROVISIONS** [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:
124 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.
125 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease for the Property with minimum terms which shall include: term from _____ to _____ per month or this Option shall be null and void.
126 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____ shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.
127 NOTE: Lenders may not recognize a credit for rent paid under a lease.
128 Buyer may not exercise this Option unless Buyer is current with all rent.
129 Any monetary breach of the lease by Buyer shall also constitute a default under this Option.
130 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____, and, if applicable, Vacant Land Disclosure Report dated _____, which was/were received by Buyer prior to Buyer signing this Option and which were made a part of this Option by reference _____, COMPLETE DATES OR STRIKE AS APPLICABLE

131 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain rescission rights per Wis. Stat. § 709.05 if Seller does not furnish such reports) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.
132 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise of this Option.
133 **COMPLETE DATES OR STRIKE AS APPLICABLE** Seller represents that the property is zoned _____

134 **NEBRT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORTS**
135 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain rescission rights per Wis. Stat. § 709.05 if Seller does not furnish such reports) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.
136 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise of this Option.
137 **COMPLETE DATES OR STRIKE AS APPLICABLE** Seller represents that the property is zoned _____

138 **NEBRT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORTS**
139 **CAUTION:** If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain rescission rights per Wis. Stat. § 709.05 if Seller does not furnish such reports) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before expiration of those 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.
140 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise of this Option.
141 **COMPLETE DATES OR STRIKE AS APPLICABLE** Seller represents that the property is zoned _____

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
 171 268 or 328-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION: Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.**

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
 176 Admin. Code Ch. SPS 367), if applicable.

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

180 If Buyer defaults, Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

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

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
 189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
 190 agreement.

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

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

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
 199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
 200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
 201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
 202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
 203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
 204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsoll tests,
 205 required road improvements, utility hook-up and installation costs, or other development related costs and fees, in order to fully determine the
 206 feasibility of any proposed or planned development of the Property. Seller agrees to cooperate with Buyer as necessary to complete any due
 207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
 208 agreed by the Parties in writing.

209 **RECORDING OF OPTION:** Buyer (may) ~~(may not)~~ **STRIKE ONE** record this Option at Buyer's expense.

210 Buyer (may) (may not) **STRIKE ONE** (may if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this
211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 250-288 or 326-330 or attach as an
212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.

213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium
216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other
217 conveyance as provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and
219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general
220 taxes levied in the year of closing and none

221 _____
222 _____ which constitutes merchantable title for purposes of
223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin
224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after
225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

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

229 ■ **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
230 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.
231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 ■ **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's"
233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
236 closing (see lines 242-248).

237 ■ **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance
238 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing
239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to
240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 ■ **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within
243 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a
244 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice
245 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 objections,
246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive
247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for
248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

251 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current
252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees
253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,
254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street
255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0817(1)(f).

256 **ADDITIONAL PROVISIONS:**

257 _____
258 _____
259 _____
260 _____
261 _____
262 _____
263 _____
264 _____
265 _____
266 _____
267 _____
268 _____

4

260 CONDOMINIUM UNITS

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before

271 entering into this Option. See lines 196-203.

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 **CONDOMINIUM DISCLOSURE MATERIAL:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,

274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.33,

275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small

276 condominiums with no more than 12 units per Wis. Stat. § 703.365(1)(b) and (b)]: (a) proposed or existing declaration, bylaws and any rules or

277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is to be incorporated; (c)

278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the

279 condominium; (d) projected annual operating budget for the condominium including reasonable details concerning the estimated monthly

280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)

281 general description of any contemplated expansion of the condominium including each stage of expansion and the maximum number of units that can

282 be added to the condominium; (g) unit floor plan showing location of common elements and other facilities available to unit owners; (h) the

283 executive summary.

284 **BUYER RESCSSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(e), Buyer may, within 5 business days of receipt of all the required

285 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does

286 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the

287 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the

288 requested documents. Buyer may rescind this sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the

289 delivery of the documents [Wis. Stat. § 703.33(4)(d)]. The Parties agree that the 5 business days begin upon the earlier

290 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery

291 of the documents.

292 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**

293 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

294 **ADDITIONAL CONCERN ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.33, Buyer may wish to consider reviewing

295 other condominium materials as may be available, such as copies of the condominium association's financial statements for the last two years, the

296 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about

297 contemplated or pending condominium special assessments, the association's certificate of insurance, a statement from the association indicating the

298 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.

299 Stat. § 703.165), any common element inspection reports (e.g., pool, swimming pool, elevator and parking garage inspections, etc.), any pending litigation

300 involving the association and the dedication, bylaws, budget and/or most recent financial statement of any master association or additional association the

301 unit may be part of. Not all of these materials may exist or be available from the condominium association.

302 **OPTION FEES NOT A DEPOSIT:** The Parties agree that if this Option is for a residential condominium unit, the option fee and any option extension

303 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(e).

304 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"

305 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for radon

306 monoxide, or testing for leading LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of

307 samples of materials such as soil, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller

308 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice. If

309 necessary to perform the activities authorized in this Option, Buyer and licensees may be present at all inspections and testing. Except as

310 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly

311 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer

312 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect

313 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____

319 _____

320 List tests (e.g., radon, lead-based paint, well water) here: _____

321 _____

322 Describe additional inspections and tests, if any, at lines 256-263 or 326-330 or attach as an addendum per line 325.
323 **NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if**
324 **environmental contamination is present), any limitations on Buyer's testing and any other material terms.**

325 **ADDENDA:** The attached Exhibit A is/are made part of this Option.

326 **ADDITIONAL PROVISIONS**

327 This Option is contingent upon final approval by the City of Sheboygan Common Council.

328 The parties acknowledge that their intent is to close the sale on January 5, 2018.

329 Seller agrees to give Buyer access to the Property prior to closing for planning
330 purposes.

331 **IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL**
332 **ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE**
333 **PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE**
334 **SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.**

335 This Option was drafted by (Licensee and Firm) City Attorney Charles C. Adams

336 _____ on July 25, 2017

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

338 (x) _____

339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲ _____

340 (x) _____

341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲ _____

342 **SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE**
343 **CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND**
344 **CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.**

345 Seller Entity Name (if any): Wilson Land Holdings LLC

346 (x) _____

347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jim Benzema Date ▲ 7/28/17

348 (x) _____

349 Seller's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

350 This Option was presented to Seller by (Licensee and Firm) _____

351 _____

352 _____ on _____ at _____ a.m./p.m.

353 This Option is rejected _____ This Option is countered _____

354 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

355 **NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.**

356 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
357 Purchase.

358 Buyer Entity Name (if any): _____

359 (x) _____

360 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

361 (x) _____

362 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

363 (x) _____

364 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

EXHIBIT A
(Property to be purchased)

<u>Tax Parcel No.</u>	<u>Acreage</u>
59030458974	16.01
59030458975	5.967
59030458976	7.43
59030459071	8.022
59030459142	1.55
59030459145	<u>34.278</u>

TOTAL: 73.257

53

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
August 21, 2017.

Your Committee to whom was referred Res. No. 51-17-18 by Alderpersons Donohue and Bohren authorizing entering into a collaboration agreement and memorandum of understanding with the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority for the completion of 2019-2023 Assessment of Fair Housing; recommends the Resolution be passed.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.2

Res. No. 51 - 17 - 18 . By Alderpersons Donohue and Bohren. August 7, 2017.

A RESOLUTION authorizing entering into a collaboration agreement and memorandum of understanding with the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority for the completion of 2019-2023 Assessment of Fair Housing.

WHEREAS, entities receiving federal assistance through the U.S. Department of Housing and Urban Development are subject to the Affirmatively Furthering Fair Housing requirements found in 24 CFR 5.150 and 5.180 and are required to submit an Assessment of Fair Housing (AFH) to HUD prior to submittal of their consolidated plan, and

WHEREAS, Sheboygan County based entities receiving federal assistance that are subject to these requirements include the City of Sheboygan, Sheboygan Housing Authority and Plymouth Housing Authority. The three organizations agree that working together to submit this AFH makes the most sense since we are in the same region serving similar demographics, and

WHEREAS, under the MOU, the City of Sheboygan will serve as the lead entity for completing the assessment process, and

WHEREAS, once the MOU is in place, the City of Sheboygan will issue a request for proposals to obtain a consultant to help the organizations prepare the assessment per federal law.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into the collaboration agreement and memorandum of understanding with the Sheboygan Housing Authority and the Plymouth Housing Authority.

*Finance & Personnel
accept + adapt.*

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

**COLLABORATION AGREEMENT AND MEMORANDUM OF UNDERSTANDING
REGARDING THE 2019-2023 ASSESSMENT OF FAIR HOUSING**

THIS AGREEMENT is entered this _____ day of _____, 20__ (“Effective Date”) by and among the City of Sheboygan, Sheboygan Housing Authority, and Plymouth Housing Authority (herein called the “Program Participants” and collectively referred to as the “Sheboygan County Fair Housing Consortium” or Consortium”).

WHEREAS, the Program Participants are subject to the “Affirmatively Furthering Fair Housing” requirements found at 24 CFR 5.150 through 5.180 and required to submit an Assessment of Fair Housing (AFH) to the United States Department of Housing and Urban Development (“HUD”); and

WHEREAS, HUD has adopted an “Assessment Tool” that is designed for use by local governments and consortia required to submit consolidated plans under HUD’s Consolidated Plan regulations, codified in 24 CFR part 91; and

WHEREAS, the Assessment Tool is intended to encourage joint and regional Assessments of Fair Housing conducted by collaborations between local governments, public housing authorities, and other partners to affirmatively further fair housing across jurisdictional boundaries; and

WHEREAS, The Program Participants each desire to collaborate on a county-wide basis to do regional Assessments of Fair Housing and to coordinate data collection and evaluation of local contributing factors and policies and activities that may facilitate or present barriers to fair housing choice and access to opportunity; and

WHEREAS, the Fair Housing Act specifies that the interest of all citizens, including low and moderate income families in need of affordable housing, would be best served by a comprehensive planning and implementation response to this obligation; and

WHEREAS, the Program Participants wish to collaborate to submit one county-wide AFH; and

WHEREAS, the Program Participants desire to enter into a Memorandum of Understanding (“MOU”) to provide financial support for the procurement and completion of the AFH, with the City of Sheboygan as the lead entity acting on behalf of the other Program Participants; and

WHEREAS, the Program Participants seek to understand factors that meaningfully influence county-wide housing markets and patterns of segregation and isolation of opportunity and to set goals and advance policies that address these issues.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. AUTHORITY

The Program Participants have entered into this MOU to provide information, cooperation, and financial support for the completion of a county-wide AFH, to share data and best practices, and to develop a coordinated response to affirmatively further fair housing. The Program Participants are cooperating for the purposes allowed by 24 CFR, part 91, 24 CFR part 903.

2. FUNCTION AND PROCEDURE

The Consortium has agreed to coordinate to obtain the best possible consultant to create a county-wide AFH to comply with HUD requirements to affirmatively further fair housing in each community. The Program Participants recognize that once proposals are received for the project, they will be included in the final decision as to who to proceed with. The Program Participants also authorize the City of Sheboygan as lead entity, to negotiate a contract with the selected consultant to meet the needs of the federal requirements.

3. LEAD ENTITY

The City of Sheboygan "Sheboygan" will serve as the lead entity of the consortium and will be responsible for submitting the AFH on behalf of the group. Each Program Participant appoints Sheboygan to act as its agent for purposes of hiring the consultant, leading Consortium efforts, and otherwise completing and submitting the Consortium's AFH to HUD.

4. FINANCING

Salary, travel, and incidental costs of the groups representatives shall be borne by their respective agencies. Each Program Participant is responsible for a share of the Assessment of Fair Housing contract amount based on the following percentages: 80% City of Sheboygan, 15% Sheboygan Housing Authority, 5% Plymouth Housing Authority. The Lead Entity shall collect payments from the Program Participants and remit to the Consultant.

5. PROGRAM YEAR/FISCAL YEAR ALIGNMENT

Program Participants will, to the extent practicable, align their PHA Planning Cycle(s) to the Sheboygan's Program Year of April 1 to March 31. Participating PHA's may elect to submit the AFH as in Interim Revision to the Annual Plans in order to confirm to the timing of the Lead Agency.

6. COOPERATION IN PLANNING AND IMPLEMENTATION

Program Participants agreed to share data, best practices, and plans to allow for county-wide analysis and coordination of planning and implementation of policies to affirmatively furthering fair housing. Each Program Participant is responsible for supplementing data with local information relevant to fair housing and for establishing reasonable goals and benchmarks for achieving those goals in its jurisdiction.

7. ROLES/RESPONSIBILITIES OF PROGRAM PARTICIPANTS

Collaborating Program Participants will each work with the consultant to ensure timely completion of the AFH.

Program Participants will be accountable for any applicable analysis and any applicable joint goals and priorities to be included in the submitted AFH. Program Participants will also be accountable for their individual analysis, goals and priorities to be included in the submitted AFH.

8. WITHDRAWAL

Any Program Participant wishing to withdraw from the consortium shall provide 60 days' notice and agree to meet any outstanding financial obligations to Sheboygan. If Sheboygan wishes to withdraw, it must transfer its obligations as lead entity to another member of the Consortium prior to the effective date of its proposed withdrawal.

The withdrawing Participant must promptly notify HUD of its withdrawal from the Consortium.

9. SEVERABILITY

If any provision of this Agreement is here invalid, the remainder of the Agreement shall be affected thereby and all other parts of this Agreement shall be nevertheless be in full force and effect.

10. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheading contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of the agreement.

11. WAIVER

A Program Participant's failure to act with respect to a breach by another Program Participant does not waive its right to act with respect to subsequent or similar breaches. The failure of the Program Participant to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

12 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed its original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by terms of this Agreement is executed.

13. ENTIRE AGREEMENT

By signing this agreement, the Program Participants are bound to perform the obligations within this Agreement. Any amendment to this Agreement must be submitted in writing to HUD, and must be signed by members.

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

Charles Adams

City Attorney

BY: _____

City Attorney

CITY OF SHEBOYGAN

Michael Vandersteen

Mayor

BY: _____

Mayor

CITY OF SHEBOYGAN

Susan Richards

City Clerk

BY: _____

City Clerk

EXECUTED and effective as of the _____ day of _____, by Program Participants,
signing through their dully authorized officials.

APPROVED AS TO FORM:

Charles Adams

City Attorney

BY: _____

City Attorney

SHEBOYGAN HOUSING AUTHORITY

Joseph Rupnick

Executive Director

BY: _____

Executive Director

EXECUTED and effective as of the _____ day of _____, by Program Participants, signing through their dully authorized officials.

APPROVED AS TO FORM:

BY: _____

PLYMOUTH HOUSING AUTHORITY

Bruce _____

Executive Director

BY: _____

Executive Director

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
August 21, 2017.

Your Committee to whom was referred Res. No. 52-17-18 by Alderpersons Donohue and Bohren approving the Option to Purchase 15.077 acres of industrial park land between Jim Zemezouak and Kevin Dretzka and the City of Sheboygan; recommends the Resolution be passed.

Consent

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

III

5.4

Res. No. 52- 17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION approving the Option to Purchase 15.077 acres of industrial park land between Jim Zemezouak and Kevin Dretzka and the City of Sheboygan.

RESOLVED: That the City of Sheboygan hereby approves the Option to Purchase 15.077 acres of land in the amount of \$411,602.10 from Jim Zemezouak and Kevin Dretzka and agrees to close on the property on January 5, 2018.

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.

*Finance &
Personnel
accept & adopt*

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

WB-24 OPTION TO PURCHASE

1 LICENSE DRAFTING THIS OPTION ON July 25, 2017 **(DATE) IS (AGENT OF BUYER)**

2 WABENT OF BEST/INTEREST BROKER (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

3 The Seller (Option), Jim Zemczonak and Kevin Pratzka **hereby grants to**

4 the Buyer (Option), City of Sheboygan **an option to purchase (Option) the Property known as (Street Address)** Tax Parcel No. 59030454532 (15.077 acres)

5 in the County of Sheboygan **Wisconsin** **on the following terms:**

6 **7** **8** **9** **10** **11** **12** **13** **14** **15** **16** **17** **18** **19** **20** **21** **22** **23** **24** **25** **26** **27** **28** **29** **30** **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **100**

11 INITIAL OPTION TERM: A non-refundable option fee of \$ 10,000.00 will be paid by Buyer to Seller within 5 days of the date of the granting of this Option, or (b) the deadline for execution of a lease if the Option is extended below. This Option may only be exercised if Buyer delivers written notice to Seller no later than midnight March 30, 2018 unless extended below.

12 EXTENDED OPTION TERM: The Deadline to exercise this Option shall be determined and modified upon payment of \$ _____ to Seller on or before _____ after Common Council approval.

13 EXERCISE: To exercise this Option, Buyer must sign and deliver (i) the notice at lines 355-381, or (ii) any other written notice which states that Buyer exercises this Option. If the Option is exercised, \$10,000.00 of the option fee and \$ _____ of the option extension fee, if any, shall be a credit against the purchase price at closing.

14 CAUTION: If the option fees are to be paid into leading broker's trust account or to a third party, specify in additional provisions at lines 256-268 or lines 326-330 or in a separate agreement attached per line 326.

15 TERMS OF PURCHASE: If this Option is exercised per the terms of this Option, the following shall be the terms of purchase: **PURCHASE PRICE:** Four Hundred Eleven Thousand Six Hundred Two and 10/100 Dollars (\$ 411,602.10) will be paid in cash or equivalent at closing unless otherwise provided below.

16 INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all fixtures on the Property on the date of this Option not excluded at lines 28-29, and the following additional items:

17 NOT INCLUDED IN PURCHASE PRICE:

18 CAUTION: Identify trade fixtures owned by tenant, if applicable, and fixtures that are on the Property (see lines 75-83) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

19 NOTE: The terms of the Option, not the listing contract or marketing materials, determine what items are included/excluded.

20 ADDITIONAL PROVISIONS: TERMS OF THIS OPTION THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS OPTION ONLY IF THE BOX IS MARKED SUCH AS WITH AN 'X'. THEY ARE NOT PART OF THIS OPTION IF MARKED 'N/A' OR ARE LEFT BLANK.

21 DELIVERY OF DOCUMENTS AND WRITTEN NOTICE: Unless otherwise stated in the Option, delivery of documents and written notices to a party shall be effective only when accomplished by one of the methods specified at lines 37-44.

22 (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.

23 (2) Registered Mail: Depositing the document or written notice prepaid in the U.S. Mail, 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 line 47 or 48.

24 (3) Commercial Delivery: Depositing the document or written notice prepaid or charged to an account with a commercial delivery 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 line 47 or 48.

25 (4) U.S. Mail: Depositing the document or written notice prepaid in the U.S. Mail, 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 line 47 or 48.

26 (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 consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

27 E-mail address for Seller (optional): _____

28 E-mail address for Buyer (optional): _____

29 TIME OF THE ESSENCE: Time is of the Essence as for: (1) payment of option fees; (2) payment of extension fees; (3) Seller's grant of this Option; (4) Buyer's exercise of this Option; (5) occupancy; (6) date of closing; **STRIKE AS APPLICABLE** and all other dates and Deadlines in this Option except: _____

30 **31** **32** **33** **34** **35** **36** **37** **38** **39** **40** **41** **42** **43** **44** **45** **46** **47** **48** **49** **50** **51** **52** **53** **54** **55** **56** **57** **58** **59** **60** **61** **62** **63** **64** **65** **66** **67** **68** **69** **70** **71** **72** **73** **74** **75** **76** **77** **78** **79** **80** **81** **82** **83** **84** **85** **86** **87** **88** **89** **90** **91** **92** **93** **94** **95** **96** **97** **98** **99** **100**

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63 DEFINITIONS

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

65 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event
66 occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as a specific number
67 of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and any other day designated by the
68 President such that the postal service does not receive registered mail or make regular deliveries on that day. Deadlines expressed as a specific
69 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
70 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
71 midnight of that day.

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

75 ■ **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
76 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises,
77 items specifically adapted to the premises and items customarily treated as fixtures, including, but not limited to, all: garden bulbs; plants; shrubs
78 and trees; screen and storm doors and windows; electric lighting fixtures; window shades; curtain and traverse rods; blinds and shutters; central
79 heating and cooling units and attached equipment; water heaters and treatment systems; sump pumps; attached or fitted floor coverings; awnings;
80 attached antennas; garage door openers and remote controls; installed security systems; central vacuum systems and accessories; in-ground
81 sprinkler systems and component parts; built-in appliances; ceiling fans; fences; storage buildings on permanent foundations and docklifters on
82 permanent foundations. A "Fixture" does not include trade fixtures owned by tenants of the Property.

83 **CAUTION:** Exclude any Fixtures to be retained by Seller or which are not owned by Seller, such as rented fixtures (e.g., water softener
84 or other water conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 28-29.

85 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 5-7.

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

89 **CAUTION:** Buyer should verify total square footage formula, total square footings/acreage figures, and land, building or room
90 dimensions, if material.

91 ■ **BUYER'S WALKTHROUGHS:** Within 3 days of the earlier of: (i) the Deadline for Buyer's exercise of this Option; or (ii) the Buyer's exercise of
92 this Option; and again within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to
93 walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and
94 tear and changes approved by Buyer, and that any Defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

95 ■ **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of closing or
96 occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and tear. If, prior to
97 closing, the Property is damaged in an amount of not more than five percent (5%) of the purchase price, Seller shall be obligated to repair the
98 Property and restore it to the same condition that it was on the day this Option was exercised. No later than closing, Seller shall provide Buyer with
99 lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the
100 damage and this Option may be canceled at the option of Buyer. Should Buyer elect to carry out this Option despite such damage, Buyer shall be
101 entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of
102 Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall
103 be held in trust for the sole purpose of restoring the Property.

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

109 ■ **NOTICE ABOUT SEX OFFENDER REGISTRY:** You may obtain information about the sex offender registry and persons registered with the
110 registry by contacting the Wisconsin Department of Corrections on the internet at <http://www.widocoffender.com> or by telephone at (608) 240-
111 5830.

4

Property Address: Tax Parcel No. 59030454532 (15.077 acres)

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112 ~~CLOSING~~ This transaction is to be closed (within ninety (90) days after the exercise of this Option) (no later
113 than March 30, 2018) ~~STRIKE AND COMPLETE AS APPLICABLE~~ at the place selected by Seller, unless otherwise
114 agreed by the Parties in writing.

115 ~~CLOSING PRORATIONS~~ The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes,
116 rents, prepaid insurance (if assumed), privates and municipal charges, property owners association assessments, fuel and none

117
118 CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.

119 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

120 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:

121 The net general real estate taxes for the preceding year, or the current year if available (Net general real estate taxes are defined as
122 general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE APPLIES IF NO BOX IS CHECKED)

123 Current assessment times current mill rate (current means as of the date of closing)

124 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
125 known, multiplied by current mill rate (current means as of the date of closing)

126
127 CAUTION: Buyer is informed that the actual real estate taxes for the year of closing and subsequent years may be substantially
128 different than the amount used for proration especially in transactions involving new construction, extensive rehabilitation, remodeling
129 or area-wide re-assessment. Buyer is encouraged to contact the local assessor regarding possible tax changes.

130 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
131 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
132 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
133 bill. Buyer and Seller agree this is a post-closing obligation and is the responsibility of the Parties to complete, not the responsibility of the real
134 estate brokers in this transaction.

135 ~~LEASED PROPERTY~~ If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the lease(s) and
136 transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) ~~STRIKE ONE~~ lease(s), if any, are

137
138 _____ Insert additional terms, if any, at lines 258-268 or 326-330 or attach as an addendum per line 325.

139 ~~LEASE-OPTION PROVISIONS~~ [CHECK BOX ON LINE 140 OR 141, IF APPLICABLE]:

140 Concurrent with the granting of the Option, Seller and Buyer have entered into a written lease for the Property.

141 This Option is contingent upon Seller and Buyer, within _____ days from the granting of this Option, entering into a written lease
142 for the Property with minimum terms which shall include: term from _____ to _____ and
143 an initial rent of \$ _____ per month or this Option shall be null and void.

144 [CHECK ANY OF THE FOLLOWING THAT APPLY, IF LINE 140 OR 141 WAS CHECKED ABOVE]:

145 In the event that this Option is timely exercised, \$ _____ of each monthly rent payment of \$ _____
146 shall be applied to the purchase price while the balance shall be deemed solely rent that is retained by Seller.

147 NOTE: Lenders may not recognize a credit for rent paid under a lease.

148 Buyer may not exercise this Option unless Buyer is current with all rent.

149 Any material breach of the lease by Buyer shall also constitute a default under this Option.

150 ~~PROPERTY CONDITION REPRESENTATIONS~~ Seller represents to Buyer that, as of the date Seller grants this Option, Seller has no notice or
151 knowledge of any Defects (lines 72-74) other than those identified in Seller's disclosure report dated _____
152 and, if applicable, Real Estate Condition Report dated _____, and, if applicable, Vacant Land Disclosure Report
153 dated _____, which was/were received by Buyer prior to Buyer signing this Option and which is/are made a part of this Option
154 by reference ~~COMPLETE DATES OR STRIKE AS APPLICABLE~~ and _____

155
156 ~~INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S)~~

157 CAUTION: If the Property includes 1-4 dwelling units, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. §
158 708.03 may be required. If the Property does not include any buildings, a Vacant Land Disclosure Report containing the disclosures
159 provided in Wis. Stat. § 709.033 may be required. Excluded from these requirements are sales of property with 1-4 dwelling units that
160 has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries (for example,
161 personal representatives who have never occupied the Property). The buyer may have certain recision rights per Wis. Stat. § 709.05 if
162 Seller does not furnish such report(s) within 10 days after Seller grants this Option or if a report disclosing Defects is furnished before
163 expiration of these 10 days, but after the Option is submitted to Seller. Buyer should review the report form or consult with an attorney
164 for additional information regarding recision rights.

155 Seller agrees to notify Buyer in writing of any Defect which Seller becomes aware of after Seller's granting of, but prior to Buyer's exercise of this
166 Option, which is materially inconsistent with the above representations. For purposes of this provision (lines 150-156), Defect does not include
167 structural, mechanical or other conditions of which the Buyer has actual knowledge or written notice or which Buyer discovers prior to the exercise
168 of this Option.

169 ~~ZONING~~ Seller represents that the property is zoned _____

170 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option at lines 256-
 171 268 or 326-330 or in an addendum attached per line 325. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all
 172 debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent.
 173 Occupancy shall be given subject to tenant's rights, if any.

174 **CAUTION:** Consider an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

175 **RENTAL WEATHERIZATION** Unless otherwise agreed, Buyer shall be responsible for compliance with Rental Weatherization Standards (Wis.
 176 Admin. Code Ch. SPS 357), if applicable.

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

180 If Buyer defaults, Seller may:

181 (1) sue for specific performance if Buyer has exercised this Option; or

182 (2) terminate the Option and may sue for actual damages.

183 If Seller defaults, Buyer may:

184 (1) sue for specific performance; or

185 (2) terminate the Option and may sue for actual damages.

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

187 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the discretion of the
 188 courts. If either Party defaults, the Parties may renegotiate the Option or seek nonjudicial dispute resolution instead of the remedies outlined
 189 above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those disputes covered by the arbitration
 190 agreement.

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

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

198 **BUYER DUE DILIGENCE** Prior to the granting or exercising of this Option, Buyer may wish to perform certain authorized inspections,
 199 investigations and testing of the Property. Buyer shall provide for any specific inspections, investigations or tests Buyer intends to perform as part
 200 of Buyer's due diligence items on lines 256-268, 314-321, or 326-330 or attach as an addendum per line 325. In addition, Buyer may need to obtain
 201 and review documents relevant to financing approval, appraisals, or perform general due diligence activities for the transaction, including but not
 202 limited to: business records, condominium documents, maps or other information, municipal and zoning ordinances, recorded building and use
 203 restrictions, covenants and easements of record, as they may prohibit or restrict certain uses and improvements for the Property. Buyer may also
 204 need to obtain or verify certain permits, zoning variances, other governmental or private approvals, environmental audits and subsol tests,
 205 required road improvements, utility hook-up and installation costs, or other development related costs and fees. In order to fully determine the
 206 feasibility of any proposed or planned development of the Property, Seller agrees to cooperate with Buyer as necessary to complete any due
 207 diligence items or any authorized investigations, testing and inspections as provided for in this Option, without cost to Seller, unless otherwise
 208 agreed by the Parties in writing.

4

209 **RECORDING OF OPTION:** Buyer (may) (may not) ~~STRIKE ONE~~ record this Option at Buyer's expense.

210 Buyer (may) (may not) ~~STRIKE ONE~~ (may if neither is stricken) record a separate instrument evidencing this Option at Buyer's expense. If this

211 Option or a separate instrument evidencing this Option is to be recorded, insert legal description at lines 256-268 or 326-330 or attach as an

212 addendum per line 325. If recording, the parties agree to provide authenticated or acknowledged signatures as may be required.

213 **CAUTION:** Failure to record may give persons with subsequent interests in the Property priority over this Option.

214 **TITLE EVIDENCE**

215 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or condominium

216 deed if Property is a condominium unit, trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other

217 conveyance as provided herein), free and clear of all liens and encumbrances, except municipal and zoning ordinances and agreements

218 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and

219 covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Option, general

220 taxes levied in the year of closing and none

221 _____

222 _____ which constitutes merchantable title for purposes of

223 this transaction. Seller shall complete and execute the documents necessary to record the conveyance at Seller's cost and pay the Wisconsin

224 Real Estate Transfer Fee. The Parties agree that Seller shall not rezone the Property or create any additional liens or encumbrances on title after

225 Seller grants this Option without Buyer's written consent except for liens and encumbrances that will be removed at closing.

226 **WARNING:** Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain

227 improvements or uses and therefore should be reviewed, particularly if Buyer contemplates making improvements to Property or a use

228 other than the current use.

229 **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

230 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.

231 Buyer shall pay all costs of providing title evidence required by Buyer's lender.

232 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) ~~STRIKE ONE~~ ("Seller's"

233 if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance

234 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue

235 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for

236 closing (see lines 242-248).

237 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title insurance

238 commitment is delivered to Buyer's attorney or Buyer not more than _____ days after Seller grants this Option ("15" if left blank), showing

239 title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 215-223, subject only to

240 liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

241 **CAUTION:** Buyer should consider obtaining an update of the title commitment prior to exercising this Option.

242 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within

243 _____ days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a

244 reasonable time, but not exceeding _____ days ("5" if left blank), from Buyer's delivery of the notice stating title objections, to deliver notice

245 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 objections,

246 Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive

247 the objections, Buyer shall deliver written notice of termination and this Option shall be null and void. Providing title evidence acceptable for

248 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

249 **SPECIAL ASSESSMENTS/OTHER EXPENSES:** Special assessments, if any, levied or for work actually commenced prior to the date this

250 Option is exercised shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.

251 **CAUTION:** Consider a special agreement if area assessments, property owners association assessments, special charges for current

252 services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are one-time charges or ongoing use fees

253 for public improvements (other than those resulting in special assessments) relating to curb, gutter, street, sidewalk, municipal water,

254 sanitary and storm water and storm sewer (including all sewer mains and hook-up/connection and interceptor charges), parks, street

255 lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).

256 **ADDITIONAL PROVISIONS** _____

257 _____

258 _____

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268 _____

43

3

CONDOMINIUM UNIT

270 **CAUTION:** If this Option involves a condominium unit, Buyer should obtain and review the condominium disclosure documents before

271 entering into this Option. See lines (188-208)

272 If the Property is a residential condominium unit, Seller must comply with the following:

273 **CONDOMINIUM DISCLOSURE MATERIALS:** Seller agrees to provide Buyer, at Seller's cost, within 10 days of Buyer exercising this Option,
274 but no later than 15 days prior to closing, current and accurate copies of the condominium disclosure materials required by Wis. Stat. § 703.23.
275 The condominium disclosure materials include a copy of the following and any amendments to any of these [except as may be limited for small
276 condominiums with no more than 12 units per Wis. Stat. § 703.26(1)(b) and (g)]: (a) proposed or existing declaration, bylaws and any rules or
277 regulations, and an index of the contents; (b) proposed or existing articles of incorporation of the association, if it is or is to be incorporated; (c)
278 proposed or existing management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the
279 condominium; (d) projected annual operating budget for the condominium including reasonable debts concerning the estimated monthly
280 payments by the purchaser for assessments and other monthly charges; (e) leases to which unit owners or the association will be a party; (f)
281 general description of any contemplated expansion of condominium including location of common elements and other facilities available to unit owners; (h) the
282 executive summary.

283 **BUYER RESCISSION RIGHTS:** As provided in Wis. Stat. § 703.33(4)(a), Buyer may, within 5 business days of receipt of all the required
284 disclosure documents, rescind this Option by written notice delivered to Seller. If the disclosure materials are delivered to Buyer and Buyer does
285 not receive all of the disclosure documents, Buyer may, within 5 business days of Buyer's receipt of the disclosure materials, either rescind the
286 Option or request any missing documents. Seller has 5 business days following receipt of Buyer's request for missing documents to deliver the
287 requested documents. Buyer may rescind the sale within 5 business days of the earlier of Buyer's receipt of requested missing documents or the
288 deadline for Seller's delivery of the documents [Wis. Stat. § 703.33(4)(b)]. The Parties agree that the 5 business days begin upon the earlier
289 of: (1) Buyer's Actual Receipt of the disclosure materials or requested missing documents or (2) upon the deadline for Seller's delivery
290 of the documents.

291 **NOTE: BUYER SHOULD READ ALL DOCUMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE**
292 **PROVISIONS OF THE DOCUMENTS BUT ARE PROHIBITED BY LAW FROM GIVING LEGAL ADVICE OR OPINIONS.**

293 **ADDITIONAL CONDOMINIUM ISSUES:** In addition to the disclosure materials required by Wis. Stat. § 703.23, Buyer may wish to consider reviewing
294 minutes of the last 3 Unit owners' meetings, the minutes of condominium board meetings during the 12 months prior to acceptance, information about
295 other condominium matters as may be available, such as copies of: the condominium association's financial statements for the last two years, the
296 minutes of the last 3 Unit owners' meetings, the minutes of condominium special assessments, the association's contracts of insurance, a statement from the association reflecting the
297 balance of reserve accounts controlled by the association, a statement from the association of the amount of any unpaid assessments on the unit (per Wis.
298 Stat. § 703.185), any common element inspection reports (e.g. roof, swimming pool, elevator and parking garage inspection, etc.), any pending litigation
299 involving the association and the declaration, bylaws, budget and/or most recent financial statement of any master association or additional association the
300 unit may be part of. Not all of these materials may exist or be available from the condominium association.

301 **OPTION FEES NOT A DEPOSIT:** The Parties agree that if the Option is for a residential condominium unit, the option fee and any option extension
302 fee are not deposits subject to return under Wis. Stat. § 703.33(4)(c).

303 **INSPECTIONS AND TESTING:** Buyer may only conduct inspections or tests if specific authorizations are included in this Option. An "inspection"
304 is defined as an observation of the Property which does not include an appraisal or testing of the Property, other than testing for leaking carbon
305 monoxide, or testing for leading LP gas or natural gas used as a fuel source, which are hereby authorized. A "test" is defined as the taking of
306 samples of materials such as soils, water, air or building materials from the Property and the laboratory or other analysis of these materials. Seller
307 agrees to allow Buyer's inspectors, testers, appraisers and qualified third parties reasonable access to the Property upon advance notice. If
308 necessary to perform the activities authorized in the Option, Buyer and licensees may be present at all inspections and testing. Except as
309 otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the Property. Buyer agrees to promptly
310 restore the Property to its original condition after Buyer's inspections and testing are completed unless otherwise agreed to with Seller. Buyer
311 agrees to promptly provide copies of all inspection and testing reports to Seller. Seller acknowledges that certain inspections or tests may detect

312 environmental pollution which may be required to be reported to the Wisconsin Department of Natural Resources.

314 **AUTHORIZATION FOR APPRAISAL, INSPECTIONS AND TESTS** Buyer is authorized to have the Property appraised by a Wisconsin licensed or certified
315 appraiser and to conduct the following inspections and tests (see lines 304-313) prior to Buyer's exercise of this Option. Any inspection(s) and test(s) shall
316 be performed by a qualified independent inspector or expert, or an independent qualified third party. Inspections and testing shall be conducted pursuant to
317 government or industry protocols and standards, as applicable.

318 List inspections (e.g., home, roof, foundation, septic) here: _____
319 _____
320 List tests (e.g., radon, lead-based paint, well water) here: _____
321 _____

322 Describe additional inspections and tests, if any, at lines 255-263 or 326-330 or attach as an addendum per line 325.
323 NOTE: Any testing authorizations should specify the areas of the Property to be tested, the purpose of the test, (e.g., to determine if
324 environmental contamination is present), any limitations on Buyer's testing and any other material terms.

325 ADDENDA: The attached _____ is/are made part of this Option.

326 **ADDITIONAL PROVISIONS**

327 ~~This Option is contingent upon final approval by the City of Sheboygan Common Council.~~
328 ~~The parties acknowledge that their intent is to close the sale on January 5, 2018.~~
329 ~~Seller agrees to give Buyer access to the Property prior to closing for planning~~
330 ~~purposes.~~

331 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL
332 ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE
333 PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE
334 SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

335 This Option was drafted by (Licensee and Firm) City Attorney Charles C. Adams
336 _____ on July 25, 2017

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

338 (x) _____
339 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲ _____

340 (x) _____
341 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲ _____

342 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE
343 CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND
344 CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

345 Seller Entity Name (if any): _____

346 (x) _____
347 Seller's/Authorized Signature ▲ Print Name/Title Here ► Jim Zamazonak Date ▲ 7/28/17

348 (x) _____
349 Seller's/Authorized Signature ▲ Print Name/Title Here ► Kevin Dretzka Date ▲ 7/28/17

350 This Option was presented to Seller by (Licensee and Firm) _____

351 _____ on _____ at _____ a.m/p.m.

352 This Option is rejected _____ This Option is countered _____
353 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

354 NOTE: Parties wishing to counter this Option should draft a new Option (WB-24) or draft a Counter-Offer (WB-44) to reference this Option.

355 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 35-54) to Seller, Buyer hereby exercises this Option to
356 Purchase.

357 Buyer Entity Name (if any): _____

358 (x) _____

359 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

360 (x) _____

361 Buyer's/Authorized Signature ▲ Print Name/Title Here ► _____ Date ▲ _____

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 21, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 128-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted with various caveats:

CHANGE OF AGENT

Daniel E. Duncan is replacing Kevin C. Herrmann as agent effective immediately for Pick 'N Save #6432 located at 1317 N. 25th St.

Diane Reynold as agent for Kwik Trip 780 located at 2622 S. Business Dr.

CHANGE OF PREMISE (Permanent)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3117	Harbor Lights Two	434 Pennsylvania Ave. - Permanent change of address to include the entire fenced in lot including the building and the area west of the building bounded by rope style fencing.

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
*2742	8 th Street Ale Haus 1132 N.	8 th Street - Two day event to be held September 15 & 16, 2017 to include 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 (the Gaming Generations business). This is a space of approximately 110 ft by 45 ft. 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 the 8 th Street entrance to approximately 130 ft. West for use of the event. *contingent upon issuance of the required street festival permit for that portion of the premises extending into the alley.

Contingent

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1783	De Fere, Teresa M.	1612 Falcon Way, Sheb. Falls
1771	De Gamez, Griselda R.	1418 Geele Ave.
1779	Jackson, Lawrence E.	3519 Saemann Ave #3
1776	Washington, Tommy D.	1524 Bell Ave.

_____ Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 21, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 104-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that the following licenses be granted:

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1757	Charles, Jessica R.	409 Wisconsin Ave.
1762	Decker, Kyle R. (Club)	4318 White Oak Lane

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
R. O. No. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a claim from Darlene Mech for alleged damages to her vehicle when a squad car hit it at 830 N. Water Street.

*Finance +
Personnel*

City Clerk

DATE RECEIVED 8/16/17

RECEIVED BY MD

CLAIM NO. 15-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 16 '17 AM 9:54

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

1. Notice of death, injury to persons or to property must be filed not later than 120 days after the occurrence.
2. Attach and sign additional supportive sheets, if necessary.
3. This notice form must be signed and filed with the Office of the City Clerk.
4. TWO ESTIMATES MUST BE ATTACHED IF YOU ARE CLAIMING DAMAGE TO A VEHICLE.

1. Name of Claimant: Darlene Meech
 2. Home address of Claimant: 4589 Hunters Glenn Dr
 3. Home phone number: 920-918-8268
 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 8/4/17 12:03pm

6. Where did damage or injury occur? (give full description)
Cover, front bumper on vehicle.
Location: 830 N. Water St., Sheboygan, WI (private property)

7. How did damage or injury occur? (give full description)
Vehicle 1 (Rupnick) backed into vehicle 2 (Meech)

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

(a) Name of such officer or employee, if known: John W. Rupnick

(b) Claimant's statement of the basis of such liability: Your officer (Rupnick) was backing out from a parking space & hit my vehicle. I was driving north straight (had right of way).

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: _____

(b) Claimant's statement of basis for such liability: _____

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

Cover, front bumper of my vehicle. It damaged

11. Name and address of any other person injured:

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

Auto: \$ 863.85 (DICK BRANDMEIR FORD)

Property: \$

Personal injury: \$

Other: (Specify below) 75.00 \$ ~~65.00~~ ~~97.50~~ (2 or 3 days car rental from Hertz) depending on how long it will take

TOTAL \$ ~~928.85~~ ~~961.35~~ 938.85

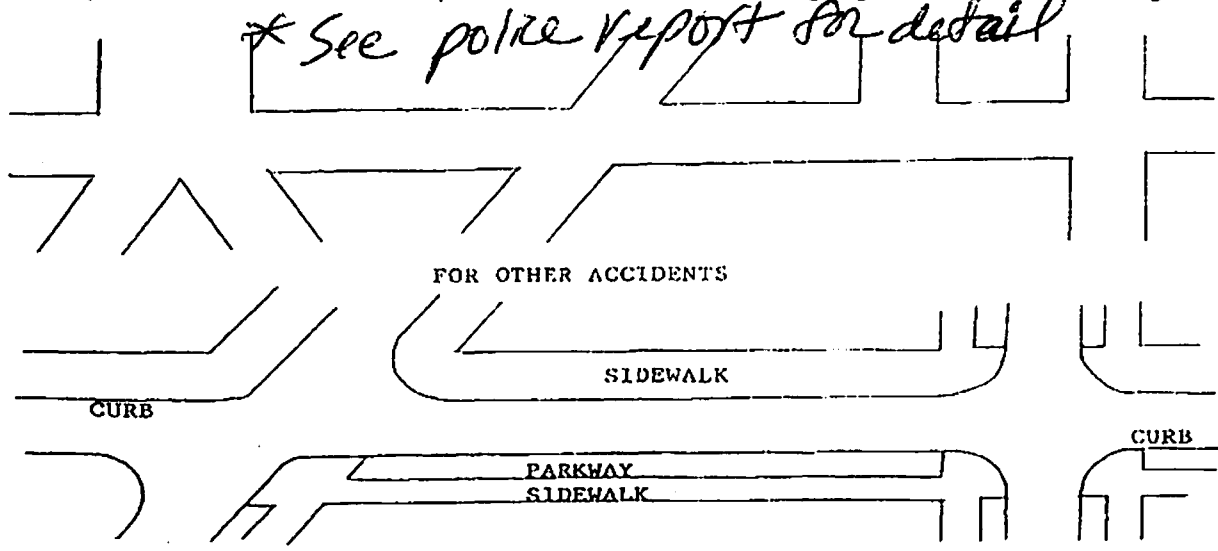
Damaged vehicle (if applicable)

Make: Toyota Model: Venza Year: 2013 Mileage: 65,000

Names and addresses of witnesses, doctors and hospitals:

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

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



SIGNATURE OF CLAIMANT [Signature] DATE August 14, 2017

DATE RECEIVED 8.16.17

RECEIVED BY MD

CLAIM NO. 15.17

CLAIM

Claimant's Name: Darlene Mech Auto \$ 863.85
 Claimant's Address: 4589 Hunters Glenn Ave Property AUG 16 '17 AM 9:54
Sheboygan, WI 53083 Personal Injury \$ _____ 75.00
 Claimant's Phone No. 920-918-8268 Other (Specify below) \$ ~~65~~ - ~~97.50~~
 TOTAL \$ ~~928.85~~ ~~961.35~~
938.85

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ ~~928.85~~ ~~961.35~~

938.85

SIGNED Darlene Mech DATE: August 16, 2017
 ADDRESS: 4589 Hunters Glenn Ave, Sheboygan, WI 53083

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

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C17-16487

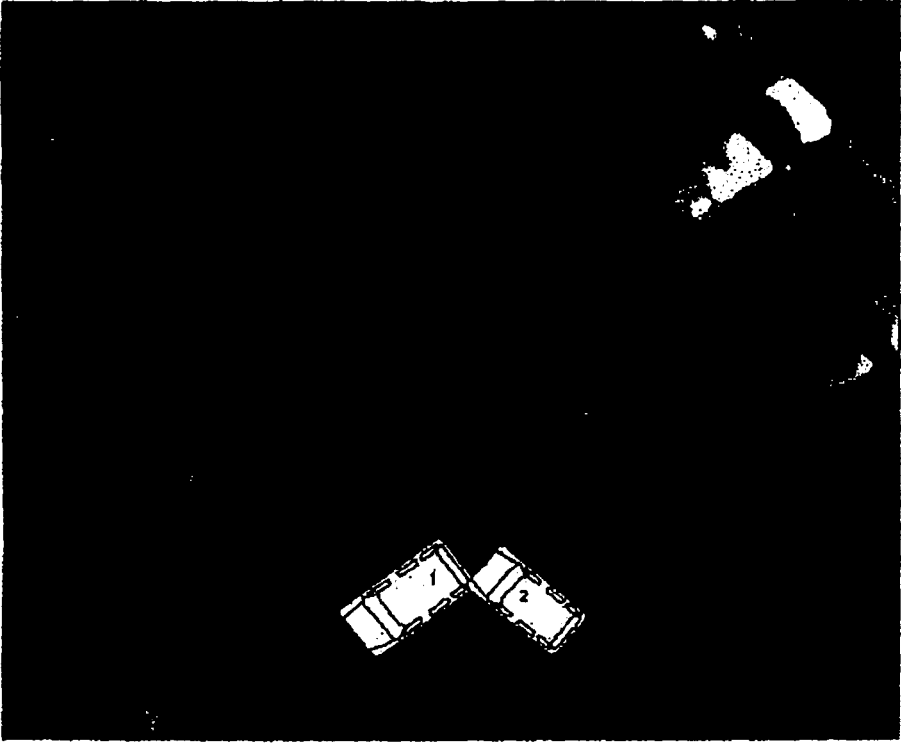
Wisconsin Motor Vehicle
Crash Report

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

G7L0B8M7SZ

Document Number Override		Primary Crash Document #		Agency Crash Number		Investigating Officer/Deputy SERGEANT TIMOTHY PATTON	
Crash Date 08/04/2017		Crash Time 12:03 PM		Date Arrived 08/04/2017		Time Arrived 12:18 PM	
Date Notified 08/04/2017		Time Notified 12:03 PM		Total Units 02		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed			
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related No		Tags	
<input type="checkbox"/> Reportable		Crash Type Private Property/Parking Lot			<input type="checkbox"/> Amended		<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By	
		Photos By SGT PATTON	
		Additional Information Photos	

Narrative: I, a sworn law enforcement officer, agree that I have not added any C/JIS data in this report.
UNIT ONE WAS BACKING OUT EAST FROM A PARKING SPACE WHEN BOTH VEHICLES COLLIDED. UNIT TWO WAS DRIVING NORTH AND STRAIGHT IN THE DRIVEWAY AREA OF A PRIVATE PARKING LOT AND HAD RIGHT OF WAY. THERE WERE NO INJURIES.

Location

PRIVATE PROPERTY 830 N WATER ST (HOUSE/BUILDING 830) IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.763766625	Longitude -87.718606064
	X Coordinate 442148.65825	Y Coordinate 4844774.5
	Structure Type House/Building	

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Wisconsin Motor Vehicle
Crash Report

SHEBOYGAN POLICE DEPARTMENT
1315 N.23RD.ST
SHEBOYGAN, WI 53081
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Crash Scene

First Harmful Event Motor Veh In Transport		First Harmful Event Location Unknown	
Manner of Collision 07--Rear To Side		Light Condition Daylight	
Road Surface Condition(s) Dry		Roadway Factor(s)	
Environment Factor(s) None			
Weather Condition(s) Cloudy			
Animal Type		Relation To Trafficway Non Trafficway - Parking Lot	
Crash Classification - Location Private Property		Crash Classification - Jurisdiction Private Property	
Tribal Land		Access Control No Control	Special Study
Within Interchange Area NO	Junction Location Non-Junction	Intersection Type Not an Intersection	

Unit Summary

01	Unit Status In Transit		Vehicle Operating As Classification D CLASS		Unit Type Automobile	
	Vehicle Type (Sport) Utility Vehicle				Operating As Endorsements	
Total Occs 1		Train/Bus # Injured		Total # Citations Issued 0		Total Trailers 0
Total HazMat Types 0		Insurance? YES		Direction Of Travel Eastbound		<input type="checkbox"/> Pre Crash Tire Mark
Speed Limit N/A		Total Lanes 0				
UNIT	Most Harmful Event: Collision With Motor Veh In Transport			Special Function Police		Emergency Motor Vehicle Use Non-Emergency, Non-Transport
	Traffic Way Parking Lot or Private Property			Traffic Control No Control		Traffic Control Inoperative/Missing NO
	Surface Type Blacktop (Bituminous)			Road Curvature Straight		Road Grade Level
	Truck Bus or HazMat No			Reporting Threshold No		

01	License Plate Number E5929		Plate Type OFF - Municipal Official		St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1FMSK8AR8GGB81065		Make FORD		Year 2018	Model EXPLORER P
UNIT	Color BLK - Black		Body Style LL - CARRYALL		Bus Use Not A Bus	
	Initial Contact Point 6--Rear		Vehicle Damage			
01	Extent Of Damage Minor Damage		6--Rear			
	Towed Due To Damage Not Towed		Vehicle Removed By OWNER			
	What Driver Was Doing Backing		Vehicle Factors			
Driver Prior Action Other						
Driver Actions						

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**Wisconsin Motor Vehicle
Crash Report**

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

UNIT	Unsafe Backing	
	Driver Distractions Looked But Did Not See	
01	Government CITY OF SHEBOYGAN (920) 459-3334	Address 1315 S 23RD STREET SHEBOYGAN, WI 53081 , US
	Event Motor Veh In Transport	
UNIT	Event	
	Event	
	Event	
	Event	
UNIT	Insurance Company CITY OF SHEBOYGAN	Government CITY OF SHEBOYGAN

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C17-16487

**Wisconsin Motor Vehicle
 Crash Report**

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

UNIT	Driver JOHN W RUPNICK (920) 459-3334		Citations Issued 0		Sex Male	
	Date of Birth 08/21/1987		Race WHITE			
01	Address 1315 S 23RD STREET SHEBOYGAN, WI 53081 , US		Driver License Number R1624796722105 State: Wisconsin Country: UNITED STATES			
	On Duty Crash Police		Safety Equipment			
01	Seat Position 1-Front Seat-Left Side (Driver/Motorcycle/Bicycl		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
01	Eye Protection		Tint Compliance			
	Injury Severity No Apparent Injury		Airbag Non Deployed			
UNIT	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Extricated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
01	Hospital		Date of Death		Time of Death	
	Striking Unit #		Prior Action		Location	
UNIT	Action		To/From School			
	Action Other		<input type="checkbox"/> Suspected Alcohol Use <input type="checkbox"/> Suspected Drug Use			
UNIT	Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results	
	Drug Test Given Test Not Given		Drug Test Type		Drug Test Results	
Drug Type						
Individual Condition						

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C17-16487

Wisconsin Motor Vehicle
Crash Report

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

Unit Summary

02	Unit Status In Transit		Vehicle Operating As Classification D CLASS		Unit Type Automobile	
	Vehicle Type (Sport) Utility Vehicle				Operating As Endorsements	
UNIT	Total Occs 2	Train/Bus # Injured	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel Northbound	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit N/A	Total Lanes 0	
UNIT	Most Harmful Event: Collision With Motor Veh In Transport		Special Function		Emergency Motor Vehicle Use Not Applicable	
	Traffic Way Parking Lot or Private Property		Traffic Control No Control		Traffic Control Inoperative/Missing NO	
	Surface Type Concrete		Road Curvature		Road Grade Level	
	Truck Bus or HazMat No			Reporting Threshold No		
02	License Plate Number 118PNK		Plate Type AUT - Automobile	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 4T3BK3BB5DU086672		Make TOYOTA	Year 2013	Model VENZA LE/X	
UNIT	Color BLK - Black		Body Style LL - CARRYALL		Bus Use Not A Bus	
	Initial Contact Point 12-Front		Vehicle Damage			
02	Extent Of Damage Minor Damage		11-Left Front Corner			
	Towed Due To Damage Not Towed		Vehicle Removed By OWNER			
UNIT	What Driver Was Doing Going Straight		Vehicle Factors			
	Driver Prior Action Other		Not Applicable			
02	Driver Actions					
	Driver Distractions Unknown If Distracted					
02	Individual DARLENE J MECH (920) 918-8268			Address 4589 HUNTERS GLEN DR SHEBOYGAN, WI 53083 , US		
	Event Motor Veh In Transport					

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C17-16487

Wisconsin Motor Vehicle
Crash Report

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

UNIT

Event	
Event	
Event	
Insurance Company	Organization/Company
STATE-FARM-MUTUAL-AUTOMOBILE-INS-CO	DARLENE MECH

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C17-16487

Wisconsin Motor Vehicle
Crash Report

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

UNIT	Driver DARLENE J MECH (920) 918-8288		Citations Issued 0		Sex Female	
	Address 4589 HUNTERS GLEN DR SHEBOYGAN, WI 53083 , US		Date of Birth 11/08/1983		Race WHITE	
02	On Duty Crash		Safety Equipment			
	Seat Position 1-Front Seat-Left Side (Driver/Motorcycle/Bicycl		Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicabls		Trapped/Extricated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
02	Striking Unit #		Prior Action		Location	
	Action		To/From School			
UNIT	Action Other					
	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results		
Drug Test Given Test Not Given		Drug Test Type		Drug Test Results		
Drug Type						
Individual Condition						

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C17-16487

Wisconsin Motor Vehicle
Crash Report

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

UNIT	Passenger CHERYL J STOCKER (920) 467-9961		Citations Issued 0		Sex Female	
	Address 4811 HUNTER GLEN DR SHEBOYGAN, WI 53083 . US		Date of Birth 01/11/1964		Race WHITE	
02	On Duty Crash		Driver License Number			
	Seat Position 3--Front Seat-Right Side (Train Engineers/Right)		Safety Equipment Shoulder & Lap Belt			
	Helmet Use		Helmet Compliance			
	Eye Protection		Tint Compliance			
UNIT	Injury Severity No Apparent Injury		Airbag Non Deployed			
	Ejected Not Ejected		Ejection Path Not Ejected/Not Applicable		Trapped/Extricated Not Trapped	
	Medical Transport Not Transported		EMS Agency Identifier		EMS Run #	
	Hospital		Date of Death		Time of Death	
02	Striking Unit #		Prior Action		Location	
	Action		To/From School			
UNIT	Action Other					
	<input type="checkbox"/> Suspected Alcohol Use		<input type="checkbox"/> Suspected Drug Use			
Alcohol Test Given Test Not Given		Alcohol Test Type		Alcohol Test Results		
Drug Test Given Test Not Given		Drug Test Type		Drug Test Results		
Drug Type						
Individual Condition						

DEAN'S AUTO BODY INC
1407 N. 29TH STREET
SHEBOYGAN, WI 53081
OFFICE: 920-457-5494 FAX: 920-457-6495
"DEAN'S HAS THE MEANS FOR ALL YOUR AUTO NEEDS"

*** PRELIMINARY ESTIMATE ***

08/07/2017 04:41 PM

Owner

Owner: Darlene Mech
Address: 4589 Hunters Glen Dr
City State Zip: Sheboygan, WI 53083
Email: dr.darlenemech@gmail.com
Home/Day: (920)918-8268
Cell: (920)918-8268
FAX:

Inspection

Inspection Date: 08/08/2017 04:57 PM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Front Corner
Driveable: Yes
Inspection Type: Drive In
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:
Appraiser Name: PHIL BLACK
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Target Complete Date/Time:

Days To Repair: 2'

Remarks

*** Original Estimate ***

Vehicle

2013 Toyota Venza XLE V6 4 DR Wagon
6cyl Gasoline 3.5
6-Speed Automatic

Lic.Plate: 118-PNK
Lic Expire:
Prod Date: 01/2013
Veh Insp# :
Condition:
Ext. Color: ATTITUDE BLACK MICA
Ext. Refinish: Two-Stage
Ext. Paint Code: 218
Lic State: WI
VIN: 4T3BK3BB5DU086572
Mileage: 47,719
Mileage Type: Actual
Code: Y2403B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

1st Row LCD Monitor(s)

2nd Row Head Airbags

4-Wheel Drive

AM/FM CD Player	Air Conditioning	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Automatic Dimming Mirror	Bucket Seats	Center Console
Cruise Control	Daytime Running Lights	Driver Knee Airbag
Driver Seat Memory	Dual Airbags	Dual Power Seats
Dual Pwr Lumbar Supports	Dual Zone Auto A/C	Fog Lights
Garage Door Opener	Halogen Headlights	Head Airbags
Heated Front Seats	Heated Power Mirrors	Heated W/S Wiper Washers
High Definition Radio	IPOD Control	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	Leather Seats
Leather Steering Wheel	Lighted Entry System	MP3 Decoder
Mirror(s) Memory	Navigation System	Overhead Console
Power Brakes	Power Door Locks	Power Liftgate
Power Steering	Power Windows	Rear Spoiler
Rear View Camera	Rear Window Defroster	Rear Window Wiper/Washer
Rem Trunk-L/Gate Release	Reverse Sensing System	Side Airbags
SiriusXM Satellite Radio	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Wheel Locks	Wireless Audio Streaming	Wireless Phone Connect

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	EC	6		Cover,Front Bumper	Replace Economy	\$235.00*			1.8	SM
2	L	6	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					
Manual Entries										
3	EC			Flex Additive	Replace Economy	\$6.50*				RF
4	N			De-Nib and polish	Additional Labor					SM*
5	N			Hazad, waste	Additional Labor	\$5.00*				SM
5	Items									
			MC	Message						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Other Parts						\$246.50				
Paint & Materials					4.3 Hours @ \$38.00	\$163.40				
Parts & Material Total									\$409.90	
Tax on Parts & Material					@ 5.500%				\$22.54	
Labor										
		Rate		Replace	Repair Hrs				Total Hrs	
				Hrs						
Sheet Metal (SM)		\$58.00		1.8					1.8	\$104.40
Mech/Elec (ME)		\$75.00								
Frame (FR)		\$70.00								
Refinish (RF)		\$58.00		4.3					4.3	\$249.40
Labor Total									6.1 Hours	\$353.80

Tax on Labor	@ 5.500%	\$19.46	
Gross Total			\$805.70
Net Total			\$805.70

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.134 ES 08/08/2017 05:03 PM REL 8.0.134 DT 07/01/2017 DB 08/01/2017
© 2017 Audatex North America, Inc.



1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

THIS ESTIMATE IS BASED ON OUR INSPECTION AND DOES NOT COVER ADDITIONAL PARTS
OR LABOR THAT MAY BE REQUIRED AFTER THE WORK HAS BEEN STARTED. OCCASIONALLY,
WORN OR DAMAGED PARTS ARE DISCOVERED THAT WERE NOT EVIDENT ON THE FIRST
INSPECTION. THEREFORE, THE ABOVE PRICED ARE NOT GUARANTEED. PARTS PRICES
SUBJECTED TO CHANGE DUE TO MANUFACTURER'S PRICE INCREASES.

Op Codes

- | | | |
|----------------------------|---|--------------------------------|
| * = User-Entered Value | ^ = Labor Matches System Assigned Rates | E = Replace OEM |
| NG = Replace NAGS | EC = Replace Economy | OE = Replace PXN OE Srpls |
| UE = Replace OE Surplus | ET = Partial Replace Labor | EP = Replace PXN |
| EU = Replace Recycled | TE = Partial Replace Price | PM = Replace PXN Reman/Rebtl |
| UM = Replace Reman/Rebuilt | L = Refinish | PC = Replace PXN Reconditioned |
| UC = Replace Reconditioned | TT = Two-Tone | SB = Sublet Repair |
| N = Additional Labor | BR = Blend Refinish | I = Repair |
| IT = Partial Repair | CG = Chipguard | RI = R & I Assembly |
| P = Check | AA = Appearance Allowance | RP = Related Prior Damage |

	<p>This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.</p>	
	<p>© 2017 Audatex North America, Inc. AUDATEX is a trademark owned by Audatex North America, Inc. All rights reserved.</p>	

DICK BRANTMEIER FORD-LINCOLN-MERCURY
3624 KOHLER MEMORIAL DRIVE
SHEBOYGAN, WI 53082-0028
OFFICE: 920-458-8111 FAX: 920-451-8198

*** PRELIMINARY ESTIMATE ***

08/07/2017 08:56 AM

Owner

Owner: DARLENE MECH
Address: 4589 HUNTERS GLENN DE
City State Zip: Sheboygan, WI 53083

Work/Day: (920)918-8268
FAX:

Inspection

Inspection Date: 08/07/2017 08:56 AM

Inspection Type:

Company: BRANTMEIER FORD
Contact: DALE SPAETH
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Appraiser License # :

Work/Day: (920)458-6111
FAX: (920)451-8198

Repairer

Repairer: DICK BRANTMEIER FORD
Address: 3624 KOHLER MEMORIAL DR
City State Zip: Sheboygan, WI 53081

Contact:
Work/Day: (920)458-6111
Work/Day:

Target Complete Date/Time:

Days To Repair: 2

Vehicle

2013 Toyota Venza LE V6 4 DR Wagon
6cyl Gasoline 3.5
6-Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: BLACK
Ext. Refinish: Two-Stage

VIN: 4T3BK3BB5DU086572
Mileage: 65,000
Mileage Type: Actual
Code: Y2403A
Int. Color:
Int. Refinish: Two-Stage

Options

2nd Row Head Airbags
Air Conditioning
Auto Headlamp Control
Center Console
Driver Knee Airbag
Fog Lights
Head Airbags
Illuminated Visor Mirror
Lighted Entry System
Power Brakes
Power Steering
Rear Spoiler

4-Wheel Drive
Aluminum/Alloy Wheels
Automatic Dimming Mirror
Cruise Control
Dual Airbags
Garage Door Opener
Heated Power Mirrors
Intermittent Wipers
MP3 Decoder
Power Door Locks
Power Windows
Rear Window Defroster

AM/FM CD Player
Anti-Lock Brakes
Bucket Seats
Daytime Running Lights
Dual Zone Auto A/C
Halogen Headlights
Heated W/S Wiper Washers
Keyless Entry System
Overhead Console
Power Drivers Seat
Pwr Driver Lumbar Supp
Rear Window Wiper/Washer

Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Tilt & Telescopic Steer
Tinted Glass	Tire Pressure Monitor	Tonneau/Cargo Cover
Traction Control System	Trip Computer	USB Audio Input(s)
Velour/Cloth Seats	Wheel Locks	Wireless Audio Streaming
Wireless Phone Connect	XM Satellite Radio	

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	E	6		Cover,Front Bumper	521190T900	\$298.61			1.8	SM
2	L	6	13	Cover,Front Bumper	Refinish				4.3	RF
					3.1 Surface					
					0.6 Two-stage setup					
					0.6 Two-stage					

Manual Entries											
3	SB	M80		Hazardous Waste Removal	Sublet Repair	\$3.00*				SM	
3		Items									
			MC	Message							
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE							

Estimate Total & Entries

Gross Parts						\$298.61				
Paint & Materials				4.3 Hours @	\$38.00	\$163.40				
Parts & Material Total									\$462.01	
Tax on Parts & Material				@	5.500%				\$25.41	
Labor				Rate	Replace	Repair Hrs	Total Hrs			
					Hrs					
Sheet Metal (SM)				\$58.00		1.8	1.8		\$104.40	
Mech/Elec (ME)				\$98.00						
Frame (FR)				\$60.00						
Refinish (RF)				\$58.00		4.3	4.3		\$249.40	
Labor Total							6.1 Hours		\$353.80	
Tax on Labor				@	5.500%				\$19.46	
Sublet Repairs									\$3.00	
Tax on Sublet				@	5.500%				\$0.17	
Gross Total									\$863.85	
Net Total									\$863.85	

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Default
 Rate Name Default

1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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

Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebld
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



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III

R. O. No. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting an Amended Summons and Notice of Object of Action in the matter of John G. Justinger vs. Thomas H. Lloyd et al (Case No. 16CV545).

Finance + Personnel

City Clerk

John G Justinger vs. Thomas H Lloyd et al

**Electronic Filing
Notice**

Case No. 2016CV000545
Class Code: Foreclosure of Mortgage

FILED
07-13-2017
Sheboygan County
Clerk of Circuit Court
2016CV000545
Honorable Kent
Hoffmann
Branch 2

CITY OF SHEBOYGAN
828 CENTER AVE., SUITE 205
SHEBOYGAN WI 53081

Process Server *PMM*
Date 7/13/17 Time 2:00 P.M. *Nancy Buss*
Served Upon ~~Thomas H Lloyd~~
828 Center Avenue Suite 205, Sheboygan
 Personal Substitute
 Posted Corporate

Case number 2016CV000545 was electronically filed with/converted by the Sheboygan County Clerk of Circuit Court office. The electronic filing system is designed to allow for fast, reliable exchange of documents in court cases.

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

You may also register as an electronic party by following the instructions found at <http://efiling.wicourts.gov/> and may withdraw as an electronic party at any time. There is a \$ 20.00 fee to register as an electronic party.

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

Pro Se opt-in code: 9a55d6

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

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

BY THE COURT:

Electronically signed by Melody Lorge
Clerk of Circuit Court

07-13-2017
Date

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

Case Codes: 30404 & 31003

Plaintiff,

vs.

Case No. 16 CV 545

THOMAS H. LLOYD
an adult individual
2513 South 8th Street
Sheboygan, WI 53081

and

TARRIE L. LEHMAN
an adult individual
709 Spring Avenue
Sheboygan, WI 53081

Defendants,

and

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

and

SHEBOYGAN COUNTY CLERK
OF CIRCUIT COURT
615 North 6th Street
Sheboygan, WI 53081

and

SUNNYSIDE MALL, LLC
a domestic limited liability company
c/o Josef Haas
716 Tomahawk Trail
Sheboygan, WI 53081

and

FILED
07-13-2017
Sheboygan County
Clerk of Circuit Court
2016CV000545
Honorable Kent
Hoffmann
Branch 2

**SHEBOYGAN ORAL & MAXILLOFACIAL
ASSOCIATES, LTD.**
a service corporation
3637 Wilgus Avenue
Sheboygan, WI 53081

and

FORD MOTOR CREDIT COMPANY LLC
a foreign limited liability company
Tax Dept. Ford WHQ RM 612
One American Rd.
Dearborn, MI 48126

and

ROBERT BEAUDRY
an adult individual
5212 Playbird Road
Sheboygan, WI 53083

and

DISCOVER BANK
a foreign corporation
c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

and

UNITED STATES OF AMERICA
c/o Office of the United States Attorneys
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202

and

**COUNTY OF SHEBOYGAN
CHILD SUPPORT AGENCY**
615 North 6th Street
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
828 Center AVE., Suite 205
Sheboygan, WI 53081

Added-Defendants.

AMENDED SUMMONS

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days of receiving this Amended Summons, or forty-five (45) days if you are the State of Wisconsin, you must respond with a written demand for a copy of the complaint. The demand must be sent or delivered to the Court, whose address is 615 North Sixth Street, Sheboygan, Wisconsin 53081, and to Rohde Dales LLP, plaintiff's attorneys, whose address is 607 North 8th Street, Suite 700, Sheboygan, Wisconsin 53081. You may have an attorney help or represent you.

If you do not demand a copy of the complaint within twenty (20) days, or forty-five (45) days if you are the State of Wisconsin, the Court may grant Judgment against you for the award of money or other legal action requested in the complaint, and you may lose your right to object to anything that is or may be incorrect in the complaint. A Judgment may be enforced as provided by law. A Judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Dated this 11th day of July, 2017.

RÖHDE DALES LLP

s/ Ryan J. Zinkel
State Bar ID # 1054786
Attorney for Plaintiff
zinkel@rohdedales.com

P.O. Address:

607 N. 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

FILED
07-13-2017
Sheboygan County
Clerk of Circuit Court
2016CV000545

STATE OF WISCONSIN CIRCUIT COURT SHEBOYGAN COUNTY

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

Case Codes: 30404 & 31003

Plaintiff,

vs.

Case No. 16 CV 545

THOMAS H. LLOYD
an adult individual
2513 South 8th Street
Sheboygan, WI 53081

and

TARRIE L. LEHMAN
an adult individual
709 Spring Avenue
Sheboygan, WI 53081

Defendants,

and

JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

and

SHEBOYGAN COUNTY CLERK
OF CIRCUIT COURT
615 North 6th Street
Sheboygan, WI 53081

and

SUNNYSIDE MALL, LLC
a domestic limited liability company
c/o Josef Haas
716 Tomahawk Trail
Sheboygan, WI 53081

and

**SHEBOYGAN ORAL & MAXILLOFACIAL
ASSOCIATES, LTD.**
a service corporation
3637 Wilgus Avenue
Sheboygan, WI 53081

and

FORD MOTOR CREDIT COMPANY LLC
a foreign limited liability company
Tax Dept. Ford WHQ RM 612
One American Rd.
Dearborn, MI 48126

and

ROBERT BEAUDRY
an adult individual
5212 Playbird Road
Sheboygan, WI 53083

and

DISCOVER BANK
a foreign corporation
c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

and

UNITED STATES OF AMERICA
c/o Office of the United States Attorneys
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202

and

**COUNTY OF SHEBOYGAN
CHILD SUPPORT AGENCY**
615 North 6th Street
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
828 Center AVE., Suite 205
Sheboygan, WI 53081

Added-Defendants.

NOTICE OF OBJECT OF ACTION

TO: JOHN G. JUSTINGER
an adult individual
5603 Indian Mound Cir.
Sheboygan, WI 53081

and

SHEBOYGAN COUNTY CLERK
OF CIRCUIT COURT
615 North 6th Street
Sheboygan, WI 53081

and

SUNNYSIDE MALL, LLC
a domestic limited liability company
c/o Josef Haas
716 Tomahawk Trail
Sheboygan, WI 53081

and

SHEBOYGAN ORAL & MAXILLOFACIAL ASSOCIATES, LTD.
a service corporation
3637 Wilgus Avenue
Sheboygan, WI 53081

and

FORD MOTOR CREDIT COMPANY LLC
a foreign limited liability company
Tax Dept. Ford WHQ RM 612
One American Rd.
Dearborn, MI 48126

and

ROBERT BEAUDRY
an adult individual
5212 Playbird Road
Sheboygan, WI 53083

and

DISCOVER BANK
a foreign corporation
c/o CT Corporation System
1300 East Ninth Street
Cleveland, OH 44114

and

UNITED STATES OF AMERICA
c/o Office of the United States Attorneys
Eastern District of Wisconsin
530 Federal Building
517 East Wisconsin Avenue
Milwaukee, WI 53202

and

COUNTY OF SHEBOYGAN
CHILD SUPPORT AGENCY
615 North 6th Street
Sheboygan, WI 53081

and

CITY OF SHEBOYGAN
828 Center AVE., Suite 205
Sheboygan, WI 53081

YOU ARE HEREBY NOTIFIED:

1. That an action has been commenced and is now pending in the above-named Court, in favor of the above-named plaintiff, John G. Justinger (hereinafter "Justinger"), and against the above-named defendants.

2. That one of the objects of said action is to foreclose a Real Estate Mortgage bearing date of January 28, 2011 and having been recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin, on February 4, 2011 at 3:50 p.m. as Document Number 1919399.

3. The real estate subject to this foreclosure lawsuit is described as follows:

Lot 39 and 40, Block 15, Lake View Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

Parcel ID No.: 59281312110

Property Address: 2513/2513A South 8th Street, Sheboygan, WI 53081.

4. It has been discovered that the additional defendants in this lawsuit, referenced in the Letter Report attached hereto and marked as Exhibit A may have some interest in and to the subject real estate, but that said interest in and to the real estate, which is the subject of this foreclosure action, may either be paid and discharged, or is otherwise subordinate to the plaintiff's Mortgages and shall be foreclosed by this lawsuit.

5. That no personal claim is being made against you.

6. That upon request, and within the time limits fixed within the Amended Summons, a copy of the Complaint will be served upon you.

Dated this 11th day of July, 2017.

ROHDE DALES LLP

s/ Ryan J. Zinkel
State Bar ID # 1054786
Attorney for Plaintiff
zinkel@rohdedales.com

P.O. Address:

607 N. 8th Street, Ste. 700
Sheboygan, WI 53081-4513
Telephone: (920) 458-5501
Facsimile: (920) 458-5874

PROPERTY REPORT

Prepared for: Rohde Dales, LLP Attn: Cindy
607 North 8th Street Ste 700
Sheboygan, WI. 53081

Property Address: 2513 South 8th Street, Sheboygan, WI. 53081

Property Description:

Parcel One: Lots 39 & 40, Block 15, Lake View Park Subdivision, City of Sheboygan, Sheboygan County, Wisconsin.

Record Title appears to be vested in **Thomas H. Lloyd and Tarrie L. Lehman**, and is subject to the following matters of record:

MORTGAGES:

Mortgage executed by Hamilton Wesley Watt to Community Bank & Trust, dated January 28, 2011 and recorded February 4, 2011 at 3:50 P.M. as Document No. 1919399, securing the principal sum of \$ 174,000.00. Said Mortgage was assigned to John G. Justinger in Document No. 2033146. **Note:** Notice of Lis Pendens filed as Document No. 2028720

Real Estate Security Agreement executed by Hamilton Wesley Watt to Community Bank & Trust, dated January 28, 2011 and recorded February 4, 2011 at 3:51 P.M. as Document No. 1919400. Said Mortgage was assigned to John G. Justinger in Document No. 2033147. **Note:** Notice of Lis Pendens filed as Document No. 2028720

Mortgage executed by Thomas H. Lloyd, a single person to John G. Justinger, dated March 10, 2015 and recorded March 18, 2015 at 11:03 A.M. as Document No. 2000024, securing the principal sum of \$ 36,000.00.

JUDGMENTS:

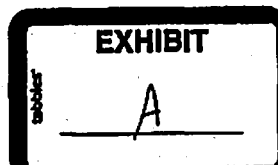
State of Wisconsin vs. Thomas H Lloyd filed as Case No. 2008CM001126, a copy of which is attached hereto.

Sunnyside Mall LLC vs. Thomas H Lloyd filed as Case No. 2010CV001193, a copy of which is attached hereto.

Sheboygan Oral & Maxillofacial vs. Thomas H Lloyd filed as Case No. 2011SC000996, a copy of which is attached hereto.

Ford Motor Credit Company vs. Thomas H Lloyd filed as Case No. 2012SC002769, a copy of which is attached hereto.

Robert Beaudry vs. Thomas H Lloyd filed as Case No. 2014SC000467, a copy of which is attached hereto.



JUDGMENTS:

Discover Bank vs. Tarrie L Lehman filed as Case No. 2011CV000734, a copy of which is attached hereto.

FEDERAL/ STATE TAX LIENS/BANKRUPTCY: Federal Tax Liens against Thomas H Lloyd filed as Document No. 1951929 and as Document No. 1988196, copies of which are attached hereto.

Child Support Lien filed against Thomas Lloyd filed as Docket # 455740, a copy of which is attached hereto.

Bankruptcy filed as Case # 11-36772-bmh regarding Mark A Lehman, Sr. and Tarrie L. Lehman. Note: Order Granting Relief From Automatic Stay dated September 28, 2016, a copy of which is attached hereto.

EASEMENTS, RESTRICTIONS, ETC.: None searched or certified to.

Real Property Taxes for the year 2015 and prior years have been paid in full.
Real Property Taxes for the year 2016 are due and payable on or before January 31, 2017.
Tax Key Number 59281312110 (Copy of tax statement attached hereto)

The undersigned hereby certifies that this report is compiled from the public records of the county in which the Property described herein is located. This report is not to be used as evidence of title in lieu of a certified abstract or title insurance. Attention is called to the fact that this Report is only a check of mortgages and liens of record. No check of the records has been made prior to the date of the last conveyance shown above. This report is limited by its terms and is not a guaranty or opinion of title.

Effective date of this property report is December 30, 2016 at 8:00 A.M.

Sincerely yours,



United Title, LLC
Leon D. Stein
LDS:abm
Encl:

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a claim from Jack and Linda Sowinski for alleged damages to their vehicle, parked on South 17th Street, when a dead tree branch fell on it.

*Finance +
Personnel*

City Clerk

DATE RECEIVED

8-14-17

RECEIVED BY

MD

CLAIM NO.

14-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

AUG 14 '17 PM 2:19

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

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

1. Name of Claimant: JACK/LINDA Sowinski
2. Home address of Claimant: 2914 So. 17th ST
3. Home phone number: 920-208-7056 / 920-547-0114
4. Business address and phone number of Claimant: SHORELINE METRO
608 S. Commerce St. Sheboygan 920-459-3281
5. When did damage or injury occur? (date, time of day) 8/4/2017 3:20 pm
6. Where did damage or injury occur? (give full description) IN FRONT OF MY
HOUSE, TRUCK WAS PARKED AT THE CURB ON So. 17th
STREET
7. How did damage or injury occur? (give full description) IT WAS RAINING
OUTSIDE, I LOOKED OUT THE WINDOW AND SAW LARGE
BRANCHES BREAK OF THE TREE AND FALL ON MY
TRUCK.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
 - (a) Name of such officer or employee, if known: _____
 - (b) Claimant's statement of the basis of such liability: _____

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

(a) Public property alleged to be dangerous: DEAD TREE ON CITY
PROPERTY IN FRONT OF OUR HOUSE

(b) Claimant's statement of basis for such liability: TREE IS DEAD &

FALLING APART DPW CAME TO CUT BRANCHES OFF
THE TRUCK TOLD WORKERS TO REMOVE TREE ASAP!

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

BROKEN Windshield

11. Name and address of any other person injured: N/A

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

Auto: \$ 224.36

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 224.36

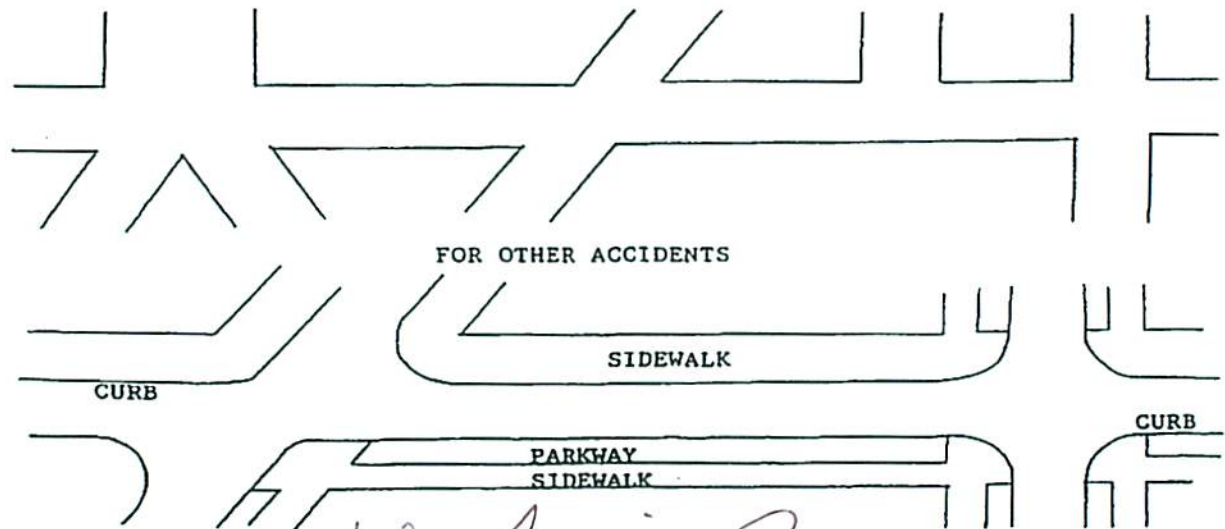
Damaged vehicle (if applicable)

Make: FORD Model: EXPLORER SPORT TRAC Year: 2001 Mileage: 116,002

Names and addresses of witnesses, doctors and hospitals: —

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

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



SIGNATURE OF CLAIMANT Joel An... Linda A. Sawinski DATE 8/4/17

DATE RECEIVED 8.14.17

RECEIVED BY MD

CLAIM NO. 14.17

CLAIM

Claimant's Name: Jack/Linda Sowinski

Auto \$ 224.36

Claimant's Address: 2914 So. 17th ST
Sheboygan, WI 53081

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ 224.36

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 224.36.

SIGNED Jack A. Sowinski
Linda A. Sowinski

8/7/17

DATE: 8/7/17

ADDRESS: 2914 S. 17th STREET, Sheboygan WI 53081

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



SHEBOYGAN POLICE DEPARTMENT

Incident C17-16432

Nature: DAMAGE PROPERTY
Location: N55

Address: 2914 S 17TH ST
SHEBOYGAN WI 53081

Offense Codes: 9362, 9813

Received By: PILLING, BRETT	How Received: T	Agency: SPD
Responding Officers: WILSON, SPENCER,		
Responsible Officer: WILSON, SPENCER	Disposition: SIT 08/03/17	
When Reported: 15:42:36 08/03/17	Occurred Between: 15:42:36 08/03/17 and 15:42:36 08/03/17	

Assigned To:	Detail:	Date Assigned: **/**/**
Status:	Status Date: **/**/**	Due Date: **/**/**

Complainant: 7752			
Last: SOWINSKI	First: LINDA	Mid: A	
DOB: 11/23/55	Dr Lic: S520-5215-5923-00	Address: 2914 S 17TH ST	
Race: W	Sex: F	Phone: (920)889-6369	City: SHEBOYGAN, WI 53081

Offense Codes

Reported: 9330 DAMAGE/PRIVATE PROPERTY	Observed: 9362 DAMAGE NON CRIMINAL
Additional Offense: 9362 DAMAGE NON CRIMINAL	
Additional Offense: 9813 WIRES/BRANCHES/DOWN	

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY

Responding Officers:	Unit :
WILSON, SPENCER	428

Responsible Officer: WILSON, SPENCER	Agency: SPD
Received By: PILLING, BRETT	Last Radio Log: 16:26:33 08/03/17 CMPLT
How Received: T TELEPHONE	Clearance: CLR CLEARED
When Reported: 15:42:36 08/03/17	Disposition: SIT Date: 08/03/17
Judicial Status:	Occurred between: 15:42:36 08/03/17
Misc Entry:	and: 15:42:36 08/03/17

Modus Operandi:	Description :	Method :
-----------------	---------------	----------

Involvements

Date	Type	Description
-------------	-------------	--------------------

Narrative

19:18:45 08/03/2017 - WILSON, SPENCER

Squad 7

Video: No

Photos: Yes

On 08-03-17, I, Officer Wilson responded to 2914 S 17th St reference part of a city tree breaking off and striking a black 2001 Ford Explorer WI DL9480.

Multiple large branches were still on the truck and part of the branch was still wedged in the tree, making moving the truck a dangerous option. DPW was contacted to remove the tree, which was between the road and sidewalk in front of 2914 S 17th St. Photographs were taken. -428

LAKE AUTO GLASS & SERVICE



718 S WISCONSIN DR
HOWARDS GROVE, WI 53083

9208280030

<https://www.lakeautoglasswi.com>

\$224³⁶

DATE	VISA
August 09, 2017	
12:13 pm	2886

PAYMENT ID: J7K1HPS73D9TP
Cashier: ISAAC D SCHANNO

Hide Details

Card: VISA 2886
August 09, 2017, 12:13 PM
Method: EMV
Authorization Code: 563696
Authorizing Network: VISA
AID: A0000000980840
CVM: SIGNATURE VERIFIED



Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488
Fed. ID# 471572468

Inv. #	10000232	Date	08/07/2017
Cust. #	2087056	Billcode	1
P.O. #		Sold By	IS
Fed. Tax #		Inst'l By	

LINDA SOWINSKI

(920) 208-7056

Year	2001	Make	FORD	Policy #	
Model	EXPLORER SPORT TRAC	Body Style	4 DOOR UTILITY	Authorized By	
Lic. #		V.I.N.		Claim #	
Home Phone	(920) 208-7056	Bus. Phone	() -	Loss Date	08/04/2017
				Damage/Cause	

Qty.	Part	Description	Block Size	List	Price	Total
1	DW01206GBYN	Windshield (W/V.I.N. Notch)(slr contr)	30.5 x 63	195.75	107.66	107.66
1	LABOR	Labor 2.70 hours		80.00	80.00	
1	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer		25.00	25.00	25.00

SPECIAL INSTRUCTIONS

All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.

Subtotal	132.66
Labor	80.00
Tax	11.70
Total	224.36
Payment	-224.36
Balance	0.00

RECEIVED BY
 8/4/17 1:00pm by ADMIN Updated 8/9/17 12:11pm by ADMIN

The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.

Lake Auto Glass & Service
718 S Wisconsin Dr
Howards Grove, WI 53083
(920) 828-0030 / Fax (920) 853-4488
Fed. ID# 471572468

Quote #	Q 10000481	Date	08/04/2017
Cust #	2087056	Bitcode	1
P O #		Sold By	IS
Fed Tax #		Instl By	

LINDA SOWINSKI

(920) 208-7056

Year	2002	Make	FORD	Policy #			
Model	EXPLORER SPORT TRAC	Body Style	4 DOOR UTILITY	Author-ized By			
Lic #		VIN		Claim #	Loss Date 08/04/2017		
Home Phone	(920) 208-7056	Bus Phone	() -	Damage/ Cause			
Qty	Part	Description		Block Size	List	Pnce	Total
1	DW01206GBYN	Windshield (WV.I.N. Notch)(slr contr)		30.5 x 63.5	195.75	107.66	107.66
1	LABOR	Labor 2.70 hours			80.00	80.00	
1	HAH000448	2.0 Fast-Cure Urethane, Dam, Primer			25.00	25.00	25.00
SPECIAL INSTRUCTIONS						Subtotal	132.66
All material sold on this invoice is guaranteed to be as specified, and is not safety glazed material unless so marked. It is sold with the understanding that this material will not be glazed in a "hazardous location" as defined by the Consumer Product Safety Commission. All merchandise returned for credit, refund or exchange must be in resalable condition, authorized for return, accompanied by this receipt, and may be subject to restocking fee. No returns will be authorized for special orders or cut flat glass.						Labor	80.00
						Tax	11.70
						Total	224.36
						Balance	224.36
RECEIVED BY				The glass listed has been replaced / repaired with like kind and quality to my entire satisfaction, and I authorize my Insurance Company to pay Lake Auto Glass & Service directly for the glass and installation charges, or repairs.			
8/4/17 1:00pm by ADMIN Updated 8/4/17 1:00pm by ADMIN							

MARTIN AUTO. DBA LAKESHORE AUTO GLASS
729 S 8TH STREET
SHEBOYGAN, WI 53081

(920) 980 - 2552 (920) 458 - 4632 Fax: (920) 458 - 1393

INVOICE NUMBER	
DATE	8/4/2017
REFERENCE #	Quo: 6324
TAX ID NUMBER	390875970

12:40PM

ACCOUNT	CUSTOMER TAX ID NUMBER	PO NUMBER	INSTALL DATE:
			INSTALLED BY:
SALES REP: MIKE			TERMS:
BILL TO: Cash Sale	SOLD TO: Attn: Linda Sowinski		
			W: (920)889-6369 H: (920)208-7056

Insurance Information

AGENT:	VERIFIED BY:	DISPATCH #:
	POLICY NUMBER:	
	CLAIM NUMBER:	
	CAUSE OF LOSS:	
	DATE OF LOSS:	DEDUCTIBLE:

Vehicle Information

MAKE: FORD	MODEL: EXPLORER SPORT TRAC	YEAR: 2001
BODY: 4 DOOR UTILITY	VIN:	ODOMETER:
STOCK #: R.O. #:	UNIT #:	LICENSE #:

Qty	Part Number	Hours	Labor	Adhesive	List Price	Net Price	Line Total
1.00	DW01206GBYN Windshield (Solar) (W/V.I.N. Notch) (May need Mldg	2.70	\$91.00	\$0.00	\$195.75	\$127.24	\$218.24
1.00	HAH000448-20 Adhesive Adhesive (Fast-Cure Urethane/Dam/Primer)	0.00	\$0.00	\$20.00	\$0.00	\$0.00	\$20.00

PLEASE REMIT TO: MARTIN AUTOMOTIVE INC. 729 S. 8TH STREET, SHEBOYGAN, WI. 53081

*** THIS IS A QUOTE / DO NOT PAY ***

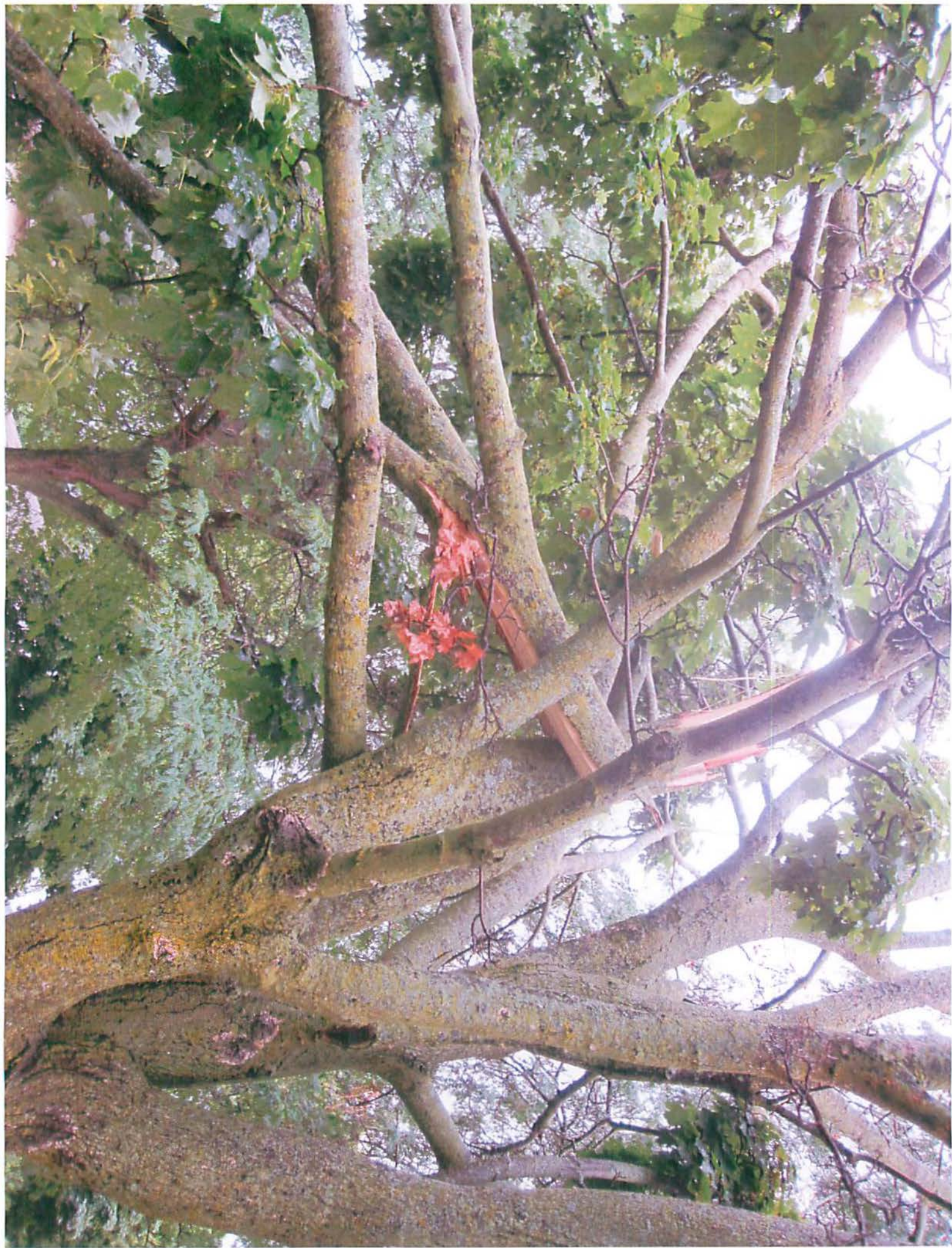
Total Labor	\$91.00
Total Kit	\$20.00
Total Parts	\$127.24
Subtotal	\$238.24
Sales Tax @ 5.5000 %	\$13.10

Thank you! MIKE

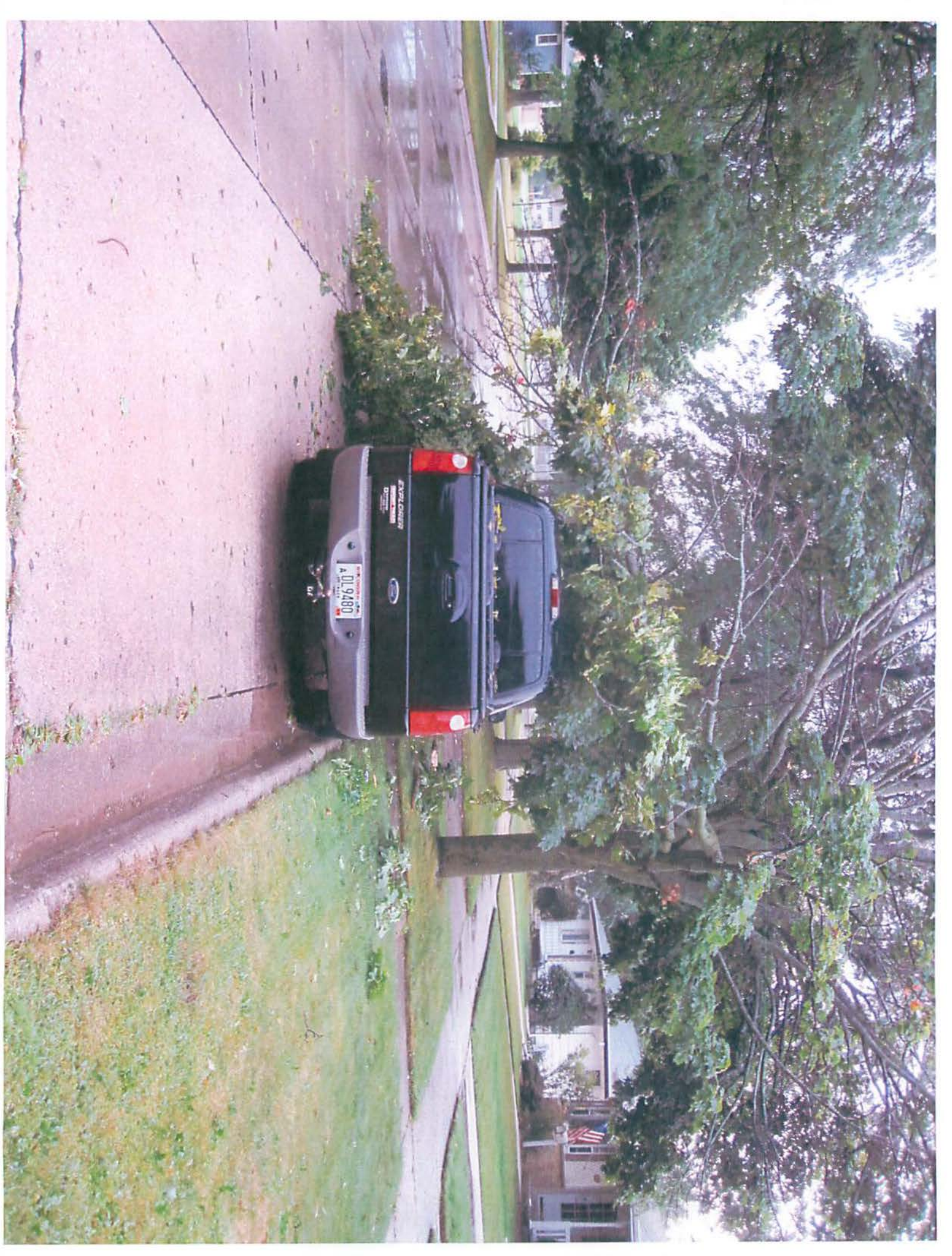
Customer Signature:

Amount Due: \$251.34 Invoice Total \$251.34

By signing this invoice, the customer accepts described merchandise and agrees to terms of sale.















III

R. O. No. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a claim from American Orthodontics Corporation for a refund of taxes resulting from the reduction in their 2015 value by the Wisconsin Department of Revenue.

City Clerk

Finance +
Personnel.

Claim #1317

AUG 7 '17 PM 1:50

ROGAHN  JONES

August 2, 2017

Clerk's Office
City of Sheboygan
828 Center Ave., #100
Sheboygan, WI 53081

RE: Claim for Refund of Taxes Resulting from Reduction in Value
American Orthodontics Corp.
State ID No 81-59-281-R-000001337
State of Wisconsin Tax Appeals Commission Docket No. 16-M-137

Dear Clerk,

Please be advised that Rogahn Jones LLC represented American Orthodontics Corp in its appeal of the 2015 real estate property tax assessment before the State of Wisconsin Tax Appeals Commission (Docket No. 16-M-137). Before the matter went to trial, American Orthodontics Corporation reached a resolution with the Wisconsin Department of Revenue.

Per the terms of that Settlement Agreement, the Wisconsin Department of Revenue agreed to modify and reduce the original 2015 full value assessment of \$10,952,100.00 down to \$10,000,000.00. (See attached Real Estate Property Tax Bill for 2015 for Parcel Number 59281423811; and Numbered paragraph 1 in the Settlement Agreement by and Between American Orthodontics Corporation and the Wisconsin Department of Revenue.)

Therefore, pursuant to Wisconsin Statute §70.511(2)(b), enclosed herein please find American Orthodontics Corporation's claim for refund of taxes resulting from the reduction in value agreed upon by the parties in the Settlement Agreement and accepted by the State of Wisconsin Tax Appeals Commission. They are filing their claim for refund utilizing the form provided by the City of Sheboygan's Finance Department.

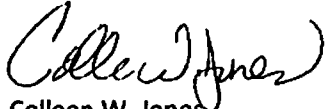
The refund should be provided directly to American Orthodontics Corporation:

Attention Sara Marti, Controller
American Orthodontics Corp.
3524 Washington Ave.
Sheboygan, WI 53081
(920) 457-5051

Should you have any questions or need any further documentation to process American Orthodontic Corporation's claim for refund of taxes, please do not hesitate to contact us or Ms. Marti at American Orthodontics Corp.

Thank you in advance for your anticipated prompt refund to our client.

Best Regards,



Colleen W. Jones

Chief Operating Officer

Rogahn Jones, LLC

ROGAHN  JONES

N16W23233 Stone Ridge Drive

Suite 270

Waukesha, Wisconsin 53188

262.347.4550 (o)

www.RogahnJones.com

DATE RECEIVED

8.7.17

AUG 7 '17 PM 2:53

RECEIVED BY

MD

CLAIM NO.

13-17

CLAIM

Claimant's Name: American Orthodontics Corp. Auto \$ _____

Claimant's Address: 3524 Washington Ave. Property \$ _____

Sheboygan, WI 53081 Personal Injury \$ _____

Claimant's Phone No. 920-457-5051 Other (Specify below) \$ _____

TOTAL \$ _____

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 24,724.00.

7/28/17

Please see attached Real Estate Property Tax Bill for 2015 for property at 3524 Washington Avenue. American Orthodontics successfully appealed the value used for assessment for 2015 and 2017. See the Settlement Agreement with the State as well as the 2017 Notice of Real Property Assessment, both attached. We respectfully request a refund of 2015 real estate taxes per the attached. Thank you!

SIGNED Sara Marti, Controller DATE: 7/28/17

American Orthodontics Corp

ADDRESS: 3524 Washington Avenue

Sheboygan, WI 53081

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

DATE RECEIVED

8-7-17

RECEIVED BY

MD

CLAIM NO.

13-17

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: American Orthodontics Corporation

2. Home address of Claimant: n/a

3. Home phone number: n/a

4. Business address and phone number of Claimant: 3524 Washington Avenue Sheboygan, WI 53081 920-457-5051

5. When did damage or injury occur? (date, time of day) n/a

6. Where did damage or injury occur? (give full description) n/a

7. How did damage or injury occur? (give full description) n/a

8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following: n/a

(a) Name of such officer or employee, if known:

(b) Claimant's statement of the basis of such liability:

9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following: n/a

(a) Public property alleged to be dangerous:

(b) Claimant's statement of basis for such liability:

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

11. Name and address of any other person injured: n/a

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ _____

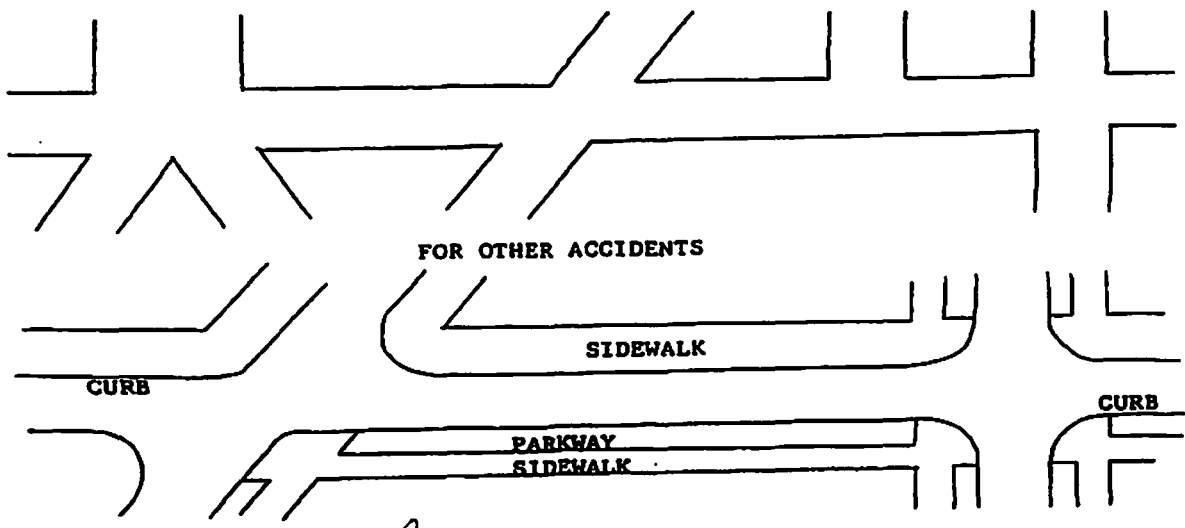
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Lara Marti DATE 7/28/17

REAL ESTATE PROPERTY TAX BILL FOR 2015

PARCEL NUMBER: 59281423811

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

Correspondence should refer to Parcel Number.

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	
846,500	10,105,600	10,952,100	99.564	850,200	10,149,800	11,000,000	A star in this box may unpaid prior year tax
TAXING JURISDICTION	2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX	284,325.37
STATE COUNTY C-SHEBOYGAN SCHL - 5271 TCDB 11	1,607,575 13,295,672 51,856,061 719,585	1,536,231 13,211,594 53,454,830 2,850,205	1,867.35 60,377.84 101,665.59 115,118.43 8,573.99	1,865.99 61,844.90 103,999.39 107,880.88 8,811.43	- .1 2.4 2.3 -6.3 2.8		
	TOTAL 67,478,893	71,052,860	287,603.20	284,402.59	-1.1		
		First Dollar Credit	79.15	77.22	-2.4		
		Literary & Gaming Credit					
		Net Property Tax	287,524.05	284,325.37	-1.1		

School taxes reduced by school levy tax credit 22,960.94

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.

Net Assessed Value Rate (Does NOT reflect Credit) 25.9678587

TOTAL DUE FOR FULL PAYMENT PAY BY JANUARY 31, 2016

\$284,325.37 Pd

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

1st Installment by JANUARY 31, 2016 142,162.69
2nd Installment by JULY 31, 2016 142,162.69

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

3524 WASHINGTON AVE ✓

SHEBOYGAN INDUSTRIAL PARK NO 1 ALL OF LOT 3 BLK 2 EXC THE E 250.40' THEREOF AND EXC THAT PRT OF LO * BALANCE OF DESCRIPTION - SEE TAX ROLL *

AMERICAN ORTHODONTICS CORP
PO BOX 1048
SHEBOYGAN WI 53082-1048

6SHINDPK1 00203 A

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT
REAL ESTATE PROPERTY TAX BILL FOR 2015



RP45835

Please make payments to the City of Sheboygan up through January 31st. Payments after January 31st should be directed to the County Treasurer.

Parcel Number: 59281423811

Pay 1st Installment - \$142,162.69

Name: AMERICAN ORTHODONTICS CORP
PO BOX 1048
SHEBOYGAN WI 53082-1048

Or
Pay Full Payment - \$284,325.37
By January 31, 2016

Parcel Address: 3524 WASHINGTON AVE

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		Wisconsin Bank & Trust Lobby 4210 Highway 42, Sheboygan 855 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.

Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292

Tax payment information online at www.sheboyganwi.gov.

Click on property tax payment options.

Make check payable and mail to:

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan WI 53081

Warning: If not paid by due dates, installment option is lost and total tax is delinquent and subject to interest and applicable penalty. (See Reverse)

AS BILLED
\$ 10,952,100
x .0259678587

284,402.59
Credit 77.22

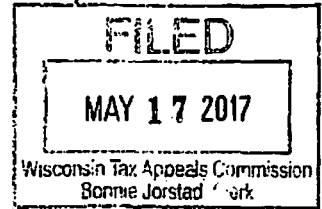
\$ 284,325.37

ADJUSTED
\$ 10,000,000
.0259678587

259,678.59
77.22

\$ 259,601.37

Refund requested \$ 24,724.00



STATE OF WISCONSIN
TAX APPEALS COMMISSION

AMERICAN ORTHODONTICS
CORPORATION,

Petitioner,

v.

WISCONSIN DEPARTMENT OF REVENUE,

Respondent.

Docket No. 16-M-137

STIPULATION AND ORDER FOR DISMISSAL

Petitioner American Orthodontics Corporation and Respondent Wisconsin Department of Revenue, by their respective undersigned counsel, stipulate as follows:

1. The parties have come to a settlement agreement in the above-captioned matter and that the Settlement Agreement and this Stipulation fully and finally conclude this appeal.
2. The parties' settlement does not reflect acquiescence or concession by either party on any issues or matters involved in this case; it only indicates that both parties agree that settlement is preferred over further litigation.
3. The Wisconsin Tax Appeals Commission may enter the attached order without further notice to the parties dismissing the Petition for Review herein with prejudice.

AMERICAN ORTHODONTICS CORPORATION

WISCONSIN DEPARTMENT OF REVENUE


Attorney Colleen Jones
Petitioner's Representative

5/11/17
Date


Carley J. Peich Kiesling
Respondent's Attorney

5/12/17
Date

American Orthodontics Corporation v. Wisconsin Department of Revenue
Docket No. 16-M-137

ORDER

Based upon the foregoing Stipulation between the parties,

IT IS ORDERED: That the Petition for Review in this case, Docket No. 16-M-137, is hereby dismissed with prejudice and without costs to either party.

Dated at Madison, Wisconsin, this 18th day of May 2017.

WISCONSIN TAX APPEALS COMMISSION

By: David L. Coon
David L. Coon, Commissioner



**SETTLEMENT AGREEMENT BY AND BETWEEN
AMERICAN ORTHODONTICS CORPORATION AND
THE WISCONSIN DEPARTMENT OF REVENUE**

American Orthodontics Corporation ("American Orthodontics") and the Wisconsin Department of Revenue ("Department") by their undersigned representatives, hereby enter into this agreement in settlement of the Wisconsin real property assessment for the assessment year identified herein, for the property located at 3524 Washington Avenue in the city of Sheboygan, State ID No. 81-59-281-R-000001337, effective as of the last date executed by all of the parties.

WHEREAS, American Orthodontics, as owner of the real property identified herein, together with the Department, desire to conclusively and finally resolve the issues being contested in Wisconsin Tax Appeals Commission Docket No. 16-M-137 regarding American Orthodontics' Wisconsin real property assessment for land and improvements on the parcel identified as State ID No. 81-59-281-R-000001337 for the 2015 assessment period ("TAC Appeal").

WHEREAS, American Orthodontics, as owner of the real property identified herein, together with the Department, desire to conclusively and finally resolve American Orthodontics' Wisconsin real property tax assessment for land and improvements on the parcel identified as State ID No. 81-59-281-R-000001337 for the 2017 assessment period.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, American Orthodontics and the Department hereby agree that:

1. That the Department's original 2015 full value assessment (land and improvements) of the property located at 3524 Washington Avenue in the city of Sheboygan, identified as State ID No. 81-59-281-R-000001337, is hereby modified and shall be reduced to \$10,000,000.
2. That the Department shall issue a 2017 Real Property Assessment of the property (land and improvements) located at 3524 Washington Avenue in the City of

Sheboygan, identified as State ID No. 81-59-281-R-000001337, in the total amount of \$10,000,000.

3. That American Orthodontics waives its right to further appeal the full value assessment (land and improvements) for 2015 for the property located 3524 Washington Avenue in the city of Sheboygan, identified as State ID No. 81-59-281-R-000001337.

4. That American Orthodontics shall not appeal its 2017 full value assessment (land and improvements) for the property located 3524 Washington Avenue in the city of Sheboygan, identified as State ID No. 81-59-281-R-000001337, to the State Board of Assessors.

5. That American Orthodontics waives the right to any interest that may be due under sec. 70.511(2)(b), Wis. Stats.

6. That American Orthodontics and the Department waive fees and costs and attorney's fees.

7. That the parties shall file with the Wisconsin Tax Appeals Commission a Stipulation and Order for Dismissal of Docket No. 16-M-137 with prejudice and without costs. The parties further agree that this Settlement Agreement will not be filed with the Stipulation or be made part of the official record of the Tax Appeals Commission's case file.

8. That American Orthodontics and the Department agree that this Settlement Agreement constitutes the entire agreement among them with respect to American Orthodontics' 2015 and 2017 Wisconsin real property assessments for the property located at 3524 Washington Ave, Sheboygan, WI, State ID No. 81-59-281-R-000001337, and supersedes any prior understandings, agreements or representations by or among them, written or oral, to the extent they relate in any way to the subject matter hereof. American Orthodontics and the Wisconsin Department of Revenue, by their signatures below, affirm that they have read and understand all the provisions of this Settlement Agreement and agree to comply with all terms herein. They represent and warrant that the undersigned individuals are duly authorized to enter into and execute this Settlement Agreement.

AMERICAN ORTHOBONTIGS CORPORATION

WISCONSIN DEPARTMENT OF REVENUE

By: *Christine Blommel* Date 5/3/17
(Please Print Name)
VR 41 FD
(Please Print Title)

By: *Timothy Drasco* Date 5/12/17
Timothy Drasco
Director-Manufacturing & Utility Bureau
Division of State and Local Finance

Colleen W. Jones 5/11/17
Attorney Colleen Jones
Petitioner's Representative Date

Carley J. Pelch Kiesling 5/12/17
Carley J. Pelch Kiesling
Respondent's Attorney Date

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 126
Green Bay, WI 54301-5100

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2017 Notice of Personal Property Assessment

Notice date Jun 12, 2017
State ID no. 81-59-281-P000013288
County of 81-59 Sheboygan
Taxation district 281 C of Sheboygan
DOR account no. 000013288
Site description
Site address 3524 Washington Ave
School code 595271
Special districts

000712
AMERICAN ORTHODONTICS
CORPORATION
3524 WASHINGTON AVE
SHEBOYGAN WI 53081-6442

Boats & watercraft	\$	0
Machinery & equipment		106,000
Furniture & fixtures		1,437,400
All other		536,200
Buildings on leased land		0
Total	\$	2,079,600

See other side for appeal procedures

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District
Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191.
MFGAA105WI (R. 01-17)

Wisconsin Department of Revenue
Manufacturing & Utility Bureau
200 N Jefferson St Ste 126
Green Bay, WI 54301-5100

Wisconsin Department of Revenue / Manufacturing & Utility Bureau
2017 Notice of Real Property Assessment

Notice date Jun 12, 2017
State ID no. 81-59-281-R000001337
County of 81-59 Sheboygan
Taxation district 281 C of Sheboygan
DOR parcel no. 000001337
Local parcel no. 59281423812
Site description
Site address 3524 Washington Ave
School code 595271
Special districts

AMERICAN ORTHODONTICS
CORPORATION
3524 WASHINGTON AVE
SHEBOYGAN WI 53081-6442

Land	\$	1,684,200
Improvements:		8,315,800
Total	\$	10,000,000

See other side for appeal procedures

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District
Office in your area at mfgtel81@wisconsin.gov or (920) 448-5191.
MFGAA105WI (R. 01-17)

Wisconsin Department of Revenue / Manufacturing & Utility Bureau

See other side for appeal procedures

Contact Information
If you have any questions, contact the Manufacturing & Utility Bureau District
Office in your area.

MFGAA105WI (R. 01-17)

II

R. O. No. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a communication from Brenda Mauer, Nursing Supervisor at Aurora, stating her concerns for pedestrians crossing N. 25th St. to get to the Sheboygan Clinic and is requesting a crosswalk and designation to improve safety.

Public Safety

City Clerk

Richards, Susan

From: Alderperson Markus Savaglio
Sent: Wednesday, August 16, 2017 4:50 PM
To: Richards, Susan
Subject: Fwd: Crosswalk

Sent from my iPhone

Begin forwarded message:

From: Alderperson Markus Savaglio <Markus.Savaglio@sheboyganwi.gov>
Date: June 5, 2017 at 6:51:11 PM CDT
To: "Mauer, Brenda M." <brenda.mauer@aurora.org>
Subject: RE: Pics

Ms. Mauer,

Thank you for your concern, I'm sorry I didn't get back to you sooner. When is a good time on Wednesday to call you?

Markus

From: Mauer, Brenda M. [brenda.mauer@aurora.org]
Sent: Monday, June 05, 2017 10:58 AM
To: Alderperson Markus Savaglio
Cc: Alderperson Scott Lewandoske
Subject: RE: Pics

I have yet to receive a response from you or Scott Lewandoske regarding this safety matter. Should I be speaking with someone else?

Brenda Mauer, RN
Nursing Supervisor
VLCC Sheboygan
Telephone: 920-457-6800, ext.2656
"Choose to be above average."

-----Original Message-----

From: Mauer, Brenda M.
Sent: Monday, May 15, 2017 2:11 PM
To: 'markus.savaglio@sheboyganwi.gov'
Subject: FW: Pics

Good Afternoon, I had been working with Bill Thiel for well over a year regarding my concerns for pedestrians crossing 25th street to get to the Sheboygan Clinic. The Sheboygan Clinic has over 350 employees who cross 25th street on any given day. In addition, the new Behavioral Health Facility will require more patients to cross 25th Street as well. The location of the bus stop and fire department make this an increasingly hazardous crossing. I had requested a review into adding a crosswalk and designation to improve safety. I believe that MR. Thiel is no longer an Alderperson and hence I am reaching out to you. I have attached a few pictures of an area within Sheboygan Falls with a similar issue. Please let me know if this is something you can pursue or if I would need to be in contact with someone else. Thank you for your time.

Brenda Mauer, RN
Nursing Supervisor
VLCC Sheboygan
Telephone: 920-457-6800, ext.2656
"Choose to be above average."

II

R. O. No. - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a communication from Ernest Ramirez requesting a waiver from the Sex Offender Residency restrictions in order to live at 1325 Georgia Ave.

Public Safety

City Clerk

Date: 8/14/17

My name is: Ernest Ramirez

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
1325 Georgia Ave.

Signature: Ernest Ramirez

Phone Number: (920) 254-3499

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. - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a communication from Edwin L. Fritz requesting a waiver from the Sex Offender Residency restrictions in order to live at 731 Highland Terrace Apt.#4.

Public Safety

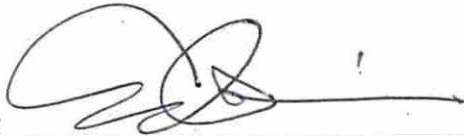
City Clerk

rec'd
8/17/17
S. Richards

Date: AUGUST 15, 2017

My name is: Edwin L. Fritz

I am requesting a waiver to the Sexual Residency Requirements so I may live at:
731 HIGHLAND TERRACE APT #4
(UPPER EAST)

Signature: 

Phone Number: 973-513-3372 CELL 24/7

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. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a communication from Bryan P. Fleming requesting a waiver from the Sex Offender Residency restrictions in order to reside at 723 St. Clair Ave.

Public Safety

City Clerk

Date: 8/13/17

My name is: Bryan P Fleming

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

723 ST Clair AVE Sheboygan 53081

Signature: Bryan Fleming

Phone Number: (920) 698-9030

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. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting a request by Michael J. Gabrielse, Showcase Painting and Drywall located at 1919 N. 18th Street, for an encroachment over a grass alley.

Public Works.

City Clerk

Attn: Common council members,

Encroachment request Showcase Painting & Drywall.

We are installing two UL certified Paint spray booths and fully exhausted UL certified mixing room in between the units. Our intent is to have the exhaust tubes extend three feet through the side wall of the building before a 45% angle moving them vertical with structural fabrication to attach them to the building. The height coming out of the wall will start at 7 feet and extend twenty feet high to extend above roof line. See map attached. We are not encroaching on a city street. The encroachment is over a grass alley. Consideration has been given to possible smell from the units and is one reason why they are so tall. The units are filtered for particulates. Our classification for the property is commercial/industrial but we are still being considerate of residential neighbors. We know from experience that there will be no issues especially given the location of the exhaust.

Booths have been engineered by Global Finishing Solutions in Osseo Wisconsin with input from Jack Van Der Wheele. Given the construction of the building and booth fabrication we do NOT want to extend them through the roof system and is why we are asking for the encroachment.

Thank you for your time,



Michael J. Gabrielse

Showcase Painting & Drywall

1919 North 18th street

Sheboygan, WI 53081

III

Res. No. _____ - 17 - 18. By Alderperson Bohren, Rindfleisch, Ross, Wolf. August 21, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for Information Technology equipment.

Establish appropriation for Information Technology equipment from retained earnings.

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
Information Technology Fund Unreserved Retained Earnings 707-272000	Information Technology Fund IT Equipment 70717100-642200	\$130,000

Lies Ever

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. _____ - 17 - 18. By Alderperson Draughon. August 21, 2017.

A RESOLUTION authorizing application for the 2017 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 \$15,485 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 \$15,485, 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 2017 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.

Public Safety

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. _____ - 17 - 18. By Alderperson Wolf. August 21, 2017.

A RESOLUTION authorizing the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank (WDOT NE Quad Calumet Dr. and Main Ave. - 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

RESOLVED: That the Mayor is authorized to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for the tank (WDOT NE Quad Calumet Dr. and Main Ave. - 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

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



Wisconsin Department of Agriculture, Trade and Consumer Protection
Bureau of Weights and Measures
 PO Box 7837 Madison, WI 53707-7837
 (608) 224-4942

FOR OFFICE USE ONLY	
TDID#:	
Reg Obj #:	
Wis. Admin. Code §ATCP 93.140	

UNDERGROUND FLAMMABLE/COMBUSTIBLE/HAZARDOUS LIQUID STORAGE TANK REGISTRATION

Personal information you provide may be used for purposes other than that for which it was originally collected (s. 15.04(1)(m) Wis. Stats.).

Underground tanks in Wisconsin that have stored or currently store petroleum or regulated substances must be registered. A separate form is needed for each tank. Send each completed form to the agency designated above. Have you previously registered this tank by submitting a form? Yes No

If yes, are you correcting/updating information only? Yes No

This registration applies to a tank status that is (check one):

- | | | |
|---|---|--|
| <input type="checkbox"/> In Use | <input type="checkbox"/> Abandoned with Product (empty) | <input type="checkbox"/> Closed - Filled with Inert Materials |
| <input type="checkbox"/> Newly Installed | <input type="checkbox"/> Abandon with Water | <input type="checkbox"/> Ownership Change (Indicate new owner name in block 2 - attach deed) |
| <input type="checkbox"/> Abandoned with Product | <input checked="" type="checkbox"/> Closed - Tank Removed | <input type="checkbox"/> Temporarily Out of Service - Provide Date: |
- Fire Dept. providing fire coverage where tank is located: CITY TOWN VILLAGE Sheboygan

IDENTIFICATION (Please Print)			
1. TANK SITE NAME WDOT NE Quad Calumet Dr. & Main Ave (4630-05-71)		COUNTY Sheboygan	PHONE () -
SITE STREET ADDRESS NE Quad Calumet Dr. & Main Ave		<input checked="" type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWN OF: Sheboygan	STATE ZIP WI 53803
2. TANK OWNER LEGAL NAME City of Sheboygan-Dept. of Public Works		COUNTY Sheboygan	PHONE: Check <input type="checkbox"/> CELL or <input checked="" type="checkbox"/> LAND (920) 459 - 3485
MAILING ADDRESS 2026 New Jersey Avenue		<input checked="" type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWN OF: Sheboygan	STATE ZIP WI 53081
3. PROPERTY OWNER NAME (if different from Tank Owner Legal Name #2)		COUNTY (if different from County #2)	
PROPERTY OWNER ADDRESS (if different from Site Street Address #1)		<input type="checkbox"/> CITY <input type="checkbox"/> VILLAGE <input type="checkbox"/> TOWN OF:	STATE ZIP WI
4. CLASS A NAME	DOB	CERTIFICATION: (Attach certificate)	
5. CLASS B NAME	DOB	CERTIFICATION: (Attach certificate)	
SITE ID:	FACILITY ID #	CUSTOMER ID #	
Tank Capacity (gallons): 250	Tank Age (age or date installed):	Vehicle fueling: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

LAND OWNER TYPE (check one) Refer to back
 County State Federal Leased Federal Owned Tribal Nation Municipal Other Government Private

OCCUPANCY TYPE (check one) Refer to back
 Retail Fuel Sales Mercantile/Commercial Industrial Residential School Utility Government Fleet
 Agricultural (crop or livestock production) Backup or Emergency Generator Other (specify):

TANK CONSTRUCTION:
 Bare Steel Coated Steel Steel - Fiberglass Reinforced Plastic Composite
 Fiberglass Unknown Other (specify): Lined (date):
 Overfill Protection? Yes No
 Spill Containment? Yes No
 Tank Double Walled? Yes No

TANK CATHODIC PROTECTION: Sacrificial Anodes Impressed Current N/A

PRIMARY TANK LEAK DETECTION METHOD: Automatic tank gauging Interstitial monitoring Electronic Yes No Inventory control and tightness testing
 Manual tank gauging (only for tanks of 1,000 gallons or less) Statistical Inventory Reconciliation (SIR) Unknown

PIPING CONSTRUCTION: Single Wall Double Wall:
 Bare Steel Coated Steel Fiberglass Flexible Copper Unknown N/A Other:

PIPING CATHODIC PROTECTION: Sacrificial Anodes Impressed Current N/A

PRIMARY PIPING SYSTEM TYPE: Pressurized piping with A. Pump auto shutoff - ELLD B. Flow restrictor - MLLD Unknown
 Suction piping with check valve at tank Suction piping with check valve at pump and inspectable Not needed if waste oil

PIPING LEAK DETECTION METHOD: Interstitial monitoring Electronic Yes No Sump or cable sensor Yes No
 Tightness testing Electronic line monitor - ELLD SIR Not required Unknown

TANK CONTENTS (Current, or previous product (if tank now empty)) Leaded Unleaded Gas-ethanol blend: ___ % Diesel
 Bio-Diesel: ___ % Aviation Premix Fuel Oil Kerosene New Oil New oil - Flash point less than 200°F
 Waste/Used Motor Oil Used for Heating Hazardous Waste/Interface* Empty* Sand/Gravel/Slurry* Unknown
 Other (specify): Chemical* Name CAS#

* NOT PECFA eligible. Geo Latitude: Geo Longitude:

If Tank Closed, Abandoned or Out of Service: Has a site assessment been completed? (see reverse side for details) Yes No

TANK OWNER LEGAL NAME (please print) TANK OWNER E-MAIL

TANK OWNER SIGNATURE (Note: By signing, signer is accepting legal and financial responsibility for the storage tank system.) DATE:

Note: Refer to comments on reverse side of form.

Definitions and explanations for completing this form

Land Owner Type - classifies the organization that owns the property the tank is located on. A "Private" landowner is residential, commercial, mercantile, industrial, farm, non-government owned public utility, or other business organization.

Occupancy Type (categories below) - identifies the occupancy in relation to ATCP 93 storage classifications.

Retail Fuel Sales	Tank is used to store any fuel product that is offered for sale in the retail market.
Bulk Plant Storage	Tank is used to store any fuel product that is offered for sale in the wholesale market.
Industrial	Tank is used to store any regulated product associated with an industrial: fleet, heating, industrial fabricating, manufacturing, processing or refining.
Mercantile/Commercial	Tank is used to store any regulated product associated with a commercial business fleet, heating, or processing, e.g., service company, medical facility, freight, airport, apartment, etc.
Utility	Tank is used to store any regulated product associated with a public or private water or power utility fleet, heating, or processing.
Residential	Tank is used to store any regulated product for residential heating or residential automobile fueling.
School	Tank is used to store any regulated product at public or private primary, secondary or higher educational institution.
Agricultural	Tank is used to store any regulated product directly associated with crop or livestock production, meaning a "farm." Refer to ATCP 93.050(48)
Back-up or Emergency Generator	Tank is used to store any fuel used to power a backup or emergency generator; or as back-up to a primary fuel source such as fuel oil back-up to a natural gas fired boiler.
Terminal Storage	Tank is associated with a distribution facility such as an interstate pipeline. These tanks are typically field erected structures of 500,000 + gallon capacity. A million gallon tank at an ethanol production site would be "industrial," not "terminal storage."
Government Fleet	Tank is located at a facility owned and operated by a federal, state, county or local government entity. The tank may be used for vehicle fueling, waste oil or heating purposes.

DATCP UST/AST Permit and Registration Group Areas of Responsibility by County

Terri L. Maus - West <i>Terri.L.maus@wisconsin.gov</i> 608-224-5157				Terri Lovicott - North East <i>Theresa.lovicott@wisconsin.gov</i> 608-224-5154		Israel Zurfluh - Central <i>Israel.zurfluh@wisconsin.gov</i> 608-224-5152		Gwen Person - South East <i>Gwendolyn.person@wi.gov</i> 608-224-5153	
02	Ashland	46	Pepin	05	Brown	01	Adams	30	Kenosha
03	Barron	47	Pierce	10	Clark	08	Calumet	40	Milwaukee
04	Bayfield	48	Polk	15	Door	11	Columbia	51	Racine
06	Buffalo	50	Price	19	Florence	13	Dane	53	Rock
07	Burnell	52	Richland	21	Forest	14	Dodge	64	Walworth
09	Chippewa	54	Rusk	31	Kewaunee	20	Fond Du Lac	67	Waukesha
12	Crawford	55	St Croix	34	Langlade	24	Green Lake		
16	Douglas	57	Sawyer	35	Lincoln	28	Jefferson		
17	Dunn	60	Taylor	37	Marathon	36	Manitowoc		
18	Eau Claire	61	Trempealeau	38	Marinette	39	Marquette		
22	Grant	62	Vernon	42	Oconto	45	Ozaukee		
23	Green	65	Washburn	43	Oneida	56	Sauk		
25	Iowa			44	Outagamie	59	Sheboygan		
26	Iron			49	Portage	66	Washington		
27	Jackson			58	Shawano	69	Waushara		
29	Juneau			63	Vilas	70	Winnebago		
32	La Crosse			68	Waupaca				
33	Lafayette			71	Wood				
41	Monroe			72	Monominee				

CLOSURE ASSESSMENT INFORMATION

Requirements for a site assessment at the closure or change in service for ATCP 93 regulated underground storage tank are outlined in ATCP 93.560 and the Federal Register, 40 CFR 280 and 281.

Closure site assessments (TSSA Form Part B) are to be submitted to the DNR as required in the TSSA Guide:
<http://datcp.wi.gov/Consumer/Weights and Measures/Storage Tank Regulations/index.aspx>

CITY OF SHEBOYGAN

REQUEST FOR COMMON COUNCIL CONSIDERATION

ITEM DESCRIPTION: Authorize the Mayor to sign the Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration for tank (WDOT NE Quad Calumet Dr. and Main Ave. – 4630-05-81) at the NE Quad of Calumet Dr. and Main Ave.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: August 16, 2017

MEETING DATE: August 21, 2017

FISCAL SUMMARY:

STATUTORY REFERENCE:

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

Wisconsin Statutes: N/A
Municipal Code: N/A

BACKGROUND / ANALYSIS: A miscellaneous tank was located in the City right-of-way during the reconstruction of Calumet Drive. To dispose of this tank through DNR regulations the City of Sheboygan must complete the attached registration form.

STAFF COMMENTS:

ACTION REQUESTED: Approve as requested.

ATTACHMENTS:

- I. Underground Flammable/Combustible/Hazardous Liquid Storage Tank Registration Form.

III

Res. No. - 17 - 18. By Alderperson Wolf. August 21, 2017.

A RESOLUTION 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.

WHEREAS, the Sheboygan Area School District desires to rent space at the Maywood Environmental Park for classroom use by Warriner High School; and,

WHEREAS, such a rental is the type of education program the City envisioned when partnering with the Elwood H. May Environmental Park Association of Sheboygan County, Inc. to provide for a director at Maywood; and,

WHEREAS, this agreement provides for the rental and sets forth the various responsibilities related to the rental.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement in form substantially similar to the attached.

Public Works

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

Elwood H. May Environmental Park Association of Sheboygan County, Inc.

("MPA")

AND

Sheboygan Area School District (SASD)

("SASD")

In consideration of CITY leasing certain premises within Ellwood H. May Environmental Park, a city park ("the Property") to SASD and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in consideration of the duty of MPA to provide youth and school education programs at the Property during the school year on behalf of the City, the Parties agree as follows:

Leased Property

1. CITY agrees to lease classroom space to SASD, specifically the Environmental Lab, and the Program Room within the Ecology Center at the Ellwood H. May Environmental Park located at 3615 Mueller Road, Sheboygan, WI 53083, for use by Warriner High School.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, SASD staff and students are entitled to park in designated areas on or about the Property.
4. In addition to park rules, all rules adopted by SASD and Warriner High School regarding smoking, use of drugs or alcohol, dress codes, and behavior apply to the use of Maywood's buildings and grounds.

Term

5. The term of the Lease commences at 8:00 a.m. on September 12, 2017 and ends at 3:00 p.m. on May 31, 2018.

Rent

6. Subject to the provisions of this Lease, the rent for the Classrooms is \$1,111.11 per month (the "Rent").

7. SASD will pay the Rent by check on or before the 1st of each and every month of the term of this Lease. Payment shall be made to MPA by the Maywood Park Director ("Director"). MPA is authorized to use said funds to perform any and all of its duties under the Memorandum of Understanding between MPA and the City ("MOU").

Tenant Improvements

8. SASD may NOT make improvements or permanent changes to the Property without authorization from the Director.

Utilities and Other Charges

9. SASD shall not be responsible for the payment of the utilities and other charges in relation to the Property, including electricity, water/sewer, internet, telephone, natural gas, garbage collection and alarm/security system.

Insurance

10. SASD is hereby advised and understands that the personal property of SASD is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
11. SASD agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims for damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease.
12. SASD agrees that it shall furnish and maintain such liability insurance as will protect SASD, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than three million dollars (\$3,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

13. This Lease will be construed in accordance with and exclusively governed by the laws of the State of Wisconsin.

Severability

14. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.

15. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

16. This Lease may only be amended or modified by a written document executed by the Parties.

Assignment of Lease

17. SASD shall not assign the Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at the City's option, terminate this Lease.

Additional Clauses

18. Room assignments may need to be adjusted on occasion to meet program obligations scheduled prior to this Lease Agreement. In such cases, MPA staff will attempt to notify Warriner High School teaching staff at least one day in advance.
19. Should any party determine that the Lease needs to be terminated, SASD is obligated to complete rent payments through the month in which termination will occur.
20. The City and MPA are willing to permit use of lab equipment at the Property by Warriner High School students and staff as part of the curriculum, but with the understanding that coordinated equipment use is necessary to accommodate the other schools using the Property. Any equipment or rooms determined to have been damaged by students or staff of Warriner High School must be repaired or replaced at the expense of SASD.

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may end the Lease by giving appropriate notice.
22. Property and equipment damage caused by students or staff of Warriner High School will be repaired/replaced at the expense of SASD.

Maintenance

23. SASD will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
24. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to SASD's misuse, waste, or neglect of that of SASD's employees, students, or visitors will be the responsibility of MPA or their assigns.

25. SASD shall also perform the following maintenance in respect to the Property: Rooms must be maintained for use in meetings/programs at alternate times, and returned to an agreed upon arrangement at the end of each day that rooms are used.

Care and Use of Property

26. SASD will promptly notify the Director of any damage to rooms or to any furnishings supplied by the City or MPA, or of any situation that may significantly interfere with the normal uses of the Property.
27. SASD will not engage in any illegal trade or activity on or about the Property.
28. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
29. The Parties will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold. SASD will promptly notify the Director in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by SASD. MPA will promptly respond to any such written notices from SASD.
30. At the expiration of the term of this Lease, SASD will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Rules and Regulations

31. SASD will obey all rules of Maywood regarding the Property.

Address for Notice

32. For any matter relating to this tenancy, SASD may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan Area School District
 - b. Phone: 920/459-3500
33. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Elwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

34. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
35. Any waiver by the City or MPA of any failure by SASD to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach.

36. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
37. All sums payable by SASD to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
38. Locks may not be added or changed without the prior written agreement of the Parties, or unless the changes are made in compliance with the Act.
39. SASD will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by SASD's financial institution.
40. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
41. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.
42. This Lease constitutes the entire agreement between Parties.
43. Time is of the essence in the Lease.

IN WITNESS WHEREOF Sheboygan Area School District, Elwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of August, 2017.

City of Sheboygan

Elwood H. May Environmental Park Assoc.

Michael J. Vandersteen, Mayor

David Kuckuk, Director

Susan Richards, City Clerk

Sheboygan Area School District

Joseph Sheehan, Superintendent

VIII

R. C. No. _____ - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
August 21, 2017.

Your Committee to whom was referred Res. No. 54-17-18 by Alderpersons Donohue and Bohren authorizing establishing an appropriation in the 2017 Budget for engineering and TIF planning services; recommends the Resolution be passed.

MS

_____ Committee

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

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



5.3

Res. No. 54 -17 - 18. By Alderperson Donohue and Bohren.
August 7, 2017.

A RESOLUTION to authorize establishing an appropriation in the 2017 Budget for engineering and TIF planning services.

Establish appropriation for preliminary engineering services for the expansion of the Sheboygan Business Center. Advance to be repaid with interest from future increments.

FROM	TO	
Industrial Park Fund Unreserved Fund Balance 407-253000	TIF Industrial Park Fund Contractor Services 42861100-521900	\$175,000
Establish appropriation for engineering design services for Taylor Drive Turn Lanes and Signals		
TIF 14 Fund Unreserved Fund Balance 317-253000	TIF 14 Taylor Drive Contractor Services 42432100-521900	\$33,700
Establish appropriation for TIF planning of the Sheboygan Business Center		
Industrial Park Fund Unreserved Fund Balance 407-253000	TIF Industrial Park Fund Contractor Services 42861100-521900	\$11,000

*Finance &
Personnel
Accept & Adopt.*

Establish appropriation for TIF planning for Indiana Avenue. Advance to be repaid with interest from future increments.

General Fund	TIF Indiana Ave Fund	
Unreserved Fund Balance	Contractor Services	
101-253000	42761100-521900	\$14,500

James A. Bohrer

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

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 21, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 104-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that Beverage Operator's License application #1766 (Taylor J. Quesinberry) be denied based upon her record of violations related to the licensed activity, her history as a habitual law offender, the presence of warrants due to unpaid fines, and her failure to cooperate with the committee.

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

VII

R. C. No. _____ - 17 - 18. By LAW AND LICENSING. August 21, 2017.

Your Committee to whom was referred, pursuant to R. O. No. 104-17-18 by the City Clerk, submitting license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019; recommends that Beverage Operator's License application #9642 be denied based upon her record of a violation related to the licensed activity.

mg

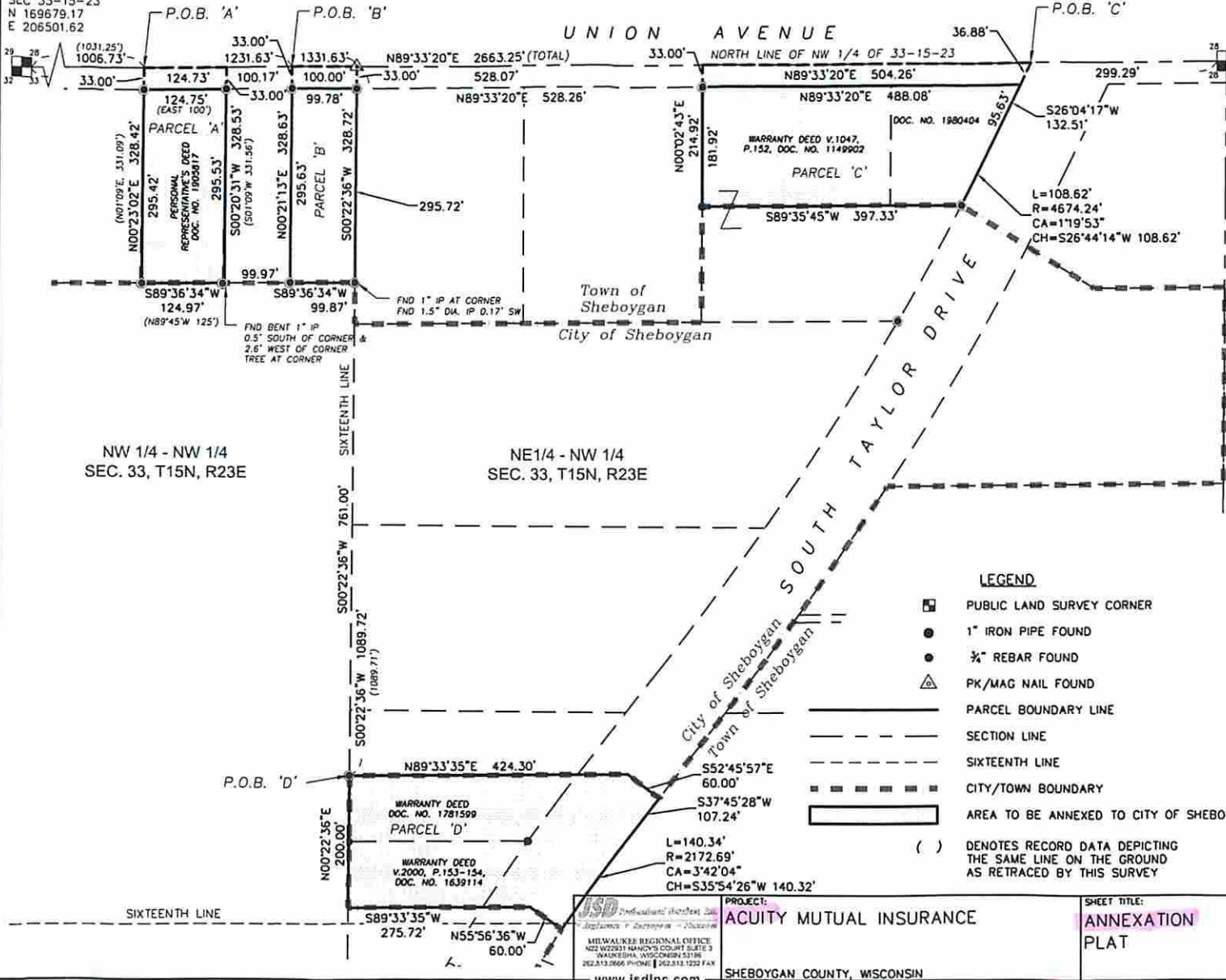
_____ Committee

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

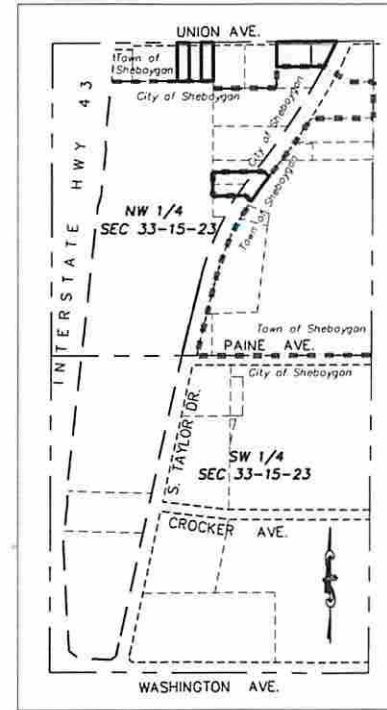
NORTHWEST CORNER OF
SEC 33-15-23
N 169679.17
E 206501.62



NORTH 1/4 CORNER
SEC 33-15-23
N 169699.82
E 209164.79



SCALE IN FEET



LEGEND

- PUBLIC LAND SURVEY CORNER
- 1" IRON PIPE FOUND
- 3/4" REBAR FOUND
- ▲ PK/MAG NAIL FOUND
- PARCEL BOUNDARY LINE
- - - SECTION LINE
- - - SIXTEENTH LINE
- - - CITY/TOWN BOUNDARY
- ▭ AREA TO BE ANNEXED TO CITY OF SHEBOYGAN
- () DENOTES RECORD DATA DEPICTING THE SAME LINE ON THE GROUND AS RETRACED BY THIS SURVEY

VICINITY MAP
W 1/2 SEC 33-15-23
SCALE 1" = 1000'

PROJECT: ACUITY MUTUAL INSURANCE

SHEBYGAN COUNTY, WISCONSIN

www.jsdinc.com

SHEET TITLE: ANNEXATION PLAT

PROJECT NUMBER: 12-5407

DRAWN BY: C.J.H. **CHECKED BY:** C.W.R.

DATE: 5-17-2017

SHEET NUMBER: S-1

Gen. Ord. No. - 17 - 18. By Alderpersons Holzschuh and Schneider.
August 21, 2017.

AN ORDINANCE annexing territory to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the City Clerk on the 27th day of June, 2017, signed by all the electors residing in the territory to be annexed, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

Parcel A:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1006.73 feet to Point of Beginning 'A'; thence continuing North 89°33'20" East along said north line, 124.73 feet; thence South 00°20'31" West, 328.53 feet; thence South 89°36'34" West, 124.97 feet; thence North 00°23'02" East, 328.42 feet to Point of Beginning 'A'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 41,007 square feet (0.9414 Acres) in total, of which 4,116 square feet (0.0945 Acres) are in said right-of-way.

Parcel B:

A parcel of land to be annexed to the City of Sheboygan, located in the Northwest Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows: Commencing at the Northwest Corner of said Section 33; thence North 89°33'20" East along the north line of said Northwest Quarter, 1231.63 feet to Point of Beginning 'B'; thence continuing North 89°33'20" East along said north line, 100.00 feet; thence South 00°22'36" West, 328.72 feet; thence South 89°36'34" West, 99.87 feet; thence North 00°21'13" East, 328.63 feet to Point of Beginning 'B'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 32,825

square feet (0.7536 Acres) in total, of which 3,312 square feet (0.0760 Acres) are in said right-of-way.

Parcel C:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the North Quarter Corner of said Section 33; thence South $89^{\circ}33'20''$ West along the north line of said Northwest Quarter, 299.29 feet to Point of Beginning 'C'; thence South $26^{\circ}04'17''$ West along the west right-of-way line of South Taylor Drive, 132.51 feet to a point of curvature; thence southwesterly 108.62 feet along the arc of a curve to the right, with a radius of 4674.24 feet, through a central angle of $1^{\circ}19'53''$, and a chord bearing South $26^{\circ}44'14''$ West, 108.62 feet; thence South $89^{\circ}35'45''$ West, 397.33 feet; thence North $00^{\circ}02'43''$ East, 214.92 feet to aforesaid north line; thence North $89^{\circ}33'20''$ East along said north line, 504.26 feet to Point of Beginning 'C'. The north 33' of said land is part of the right-of-way of Union Avenue. Containing 97,040 square feet (2.2277 Acres) in total, of which 16,355 square feet (0.3755 Acres) are in said right-of-way.

Parcel D:

A parcel of land to be annexed to the City of Sheboygan, located in the Northeast Quarter of the Northwest Quarter of Section 33, Township 15 North, Range 23 East, in the Town of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Northwest Corner of said Section 33; thence North $89^{\circ}33'20''$ East along the North line of said Northwest Quarter, 1331.63 feet to the North-South sixteenth line of said Northwest Quarter; thence South $00^{\circ}22'36''$ West along said sixteenth line, 1089.72 feet to Point of Beginning 'D'; thence North $89^{\circ}33'35''$ East, 424.30 feet to the centerline of South Taylor Drive; thence South $52^{\circ}45'57''$ East, 60.00 feet to the Southeasterly right of way line of said South Taylor Drive; thence South $37^{\circ}45'28''$ West along said right of way line, 107.24 feet to a point of curvature; thence Southwesterly 140.34 feet along said right of way line and the arc of a curve to the left having a radius of 2172.69 feet and a chord which bears South $35^{\circ}54'26''$ West a distance of 140.32 feet; thence North $55^{\circ}56'36''$ West, 60.00 feet to said centerline; thence South $89^{\circ}33'35''$ West, 275.72 feet to aforesaid sixteenth line; thence North $00^{\circ}22'36''$ East, 200.00 feet to Point of Beginning 'D'.

Containing 84,592 square feet (1.942 Acres) of land more or less in total.

Section 2. Effect of Annexation. From and after the date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. Payment to Town of Sheboygan. In accordance with sec. 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under sec. 70.65 of the Wisconsin Statutes, in the year in which the annexation is final.

Section 4. Ward Designation. The territory described in Section 1 of this ordinance is hereby made a part of the 22nd Ward and 7th Aldermanic District of the City of Sheboygan, subject to the ordinances, rules and regulations of the City governing wards.

Section 5. Severability. If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. Zoning. Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Office (SO), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.

Section 7. **Effective Date.** This ordinance shall take effect upon passage and publication as provided by law.

*refer to
Finance & Personnel
&
City Plan*

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~VI~~

Other Matters

8.3

R. O. No. 127 - 17 - 18. By BOARD OF CONTRACTORS EXAMINERS.
August 7, 2017.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

2305	Stanley Balma 1608 Kentucky Ave Sheboygan, WI 53081-5116	Carpenter Contractor
2741	Craig Wakefield 2826 Erie Ave Sheboygan, WI 53081-3630	Carpenter Contractor

Lis over

VI

Res. No. 55 - 17 - 18. By Alderperson Trester. August 7, 2017.

A RESOLUTION changing the name of the North Flats Neighborhood to Maple Heights Neighborhood.

WHEREAS, the North Flats Board has been discussing a name change for a number of meetings and feels Maple Heights Neighborhood better represents the neighborhood with an abundance of maple trees; and

WHEREAS, North Flats was an original name chosen by the Sheboygan Police Department when community policing began in the city.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan Common Council accepts the name change and directs the Sheboygan Police Department to update their community policing district to reflect the new name.

Trester

Suzanne Trester

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

Other Matters

8.1

R. O. No. - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting an application from Abacus Architects, Inc., Derrek LeMahieu to rezone property located at 2724 Kohler Memorial Dr. from Class Suburban Office SO to Class Urban Residential UR.

City Plan

City Clerk

OFFICE USE ONLY

APPLICATION NO.: _____

RECEIPT NO.: 171367

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, 828 Center 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: ABACUS ARCHITECTS, INC.
DERREK LEMAHIEU PHONE NO.: (920) 452-4444
ADDRESS: 1135A MICHIGAN AVE., DLEMAHIEU@
SHEBOYGAN, WI 53081 E-MAIL: ABACUSARCHITECTS.NET
2724 SHEBOYGAN LLC
OWNER OF SITE: PAUL GOTTSACKER PHONE NO.: (920) 453-9600

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 2724 KOHLER MEMORIAL DR.,
SHEBOYGAN, WI 53081
LEGAL DESCRIPTION: SEE ATTACHED.

PARCEL NO. 59281212920 MAP NO. 1897863

EXISTING ZONING DISTRICT CLASSIFICATION: SUBURBAN OFFICE (SO)

PROPOSED ZONING DISTRICT CLASSIFICATION: URBAN RESIDENTIAL (UR)

BRIEF DESCRIPTION OF THE EXISTING OPERATION OR USE: VACANT -
FORMER NINO'S STEAKHOUSE (DEMOLISHED).

BRIEF DESCRIPTION OF THE PROPOSED OPERATION OR USE: _____
MULTI-FAMILY RESIDENTIAL (APARTMENTS).

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? SEE ATTACHMENT.

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: SEE ATTACHMENT.
-
-

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? SEE ATTACHMENT.

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

SEE ATTACHMENT.

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.

Derrek J. Lemahieu
APPLICANT'S SIGNATURE

8.3.17
DATE

DERREK J LEMAHIEU
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 200 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.

LEGAL DESCRIPTION

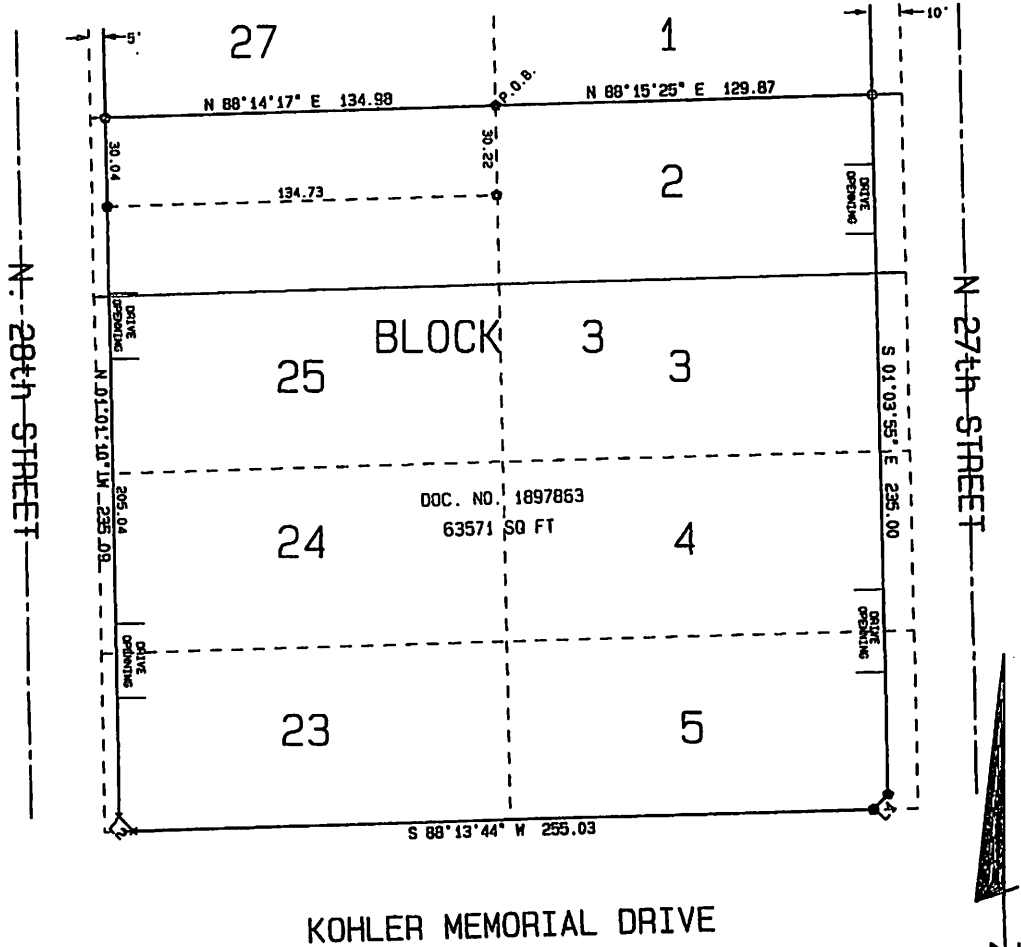
SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM AT THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB.

D & H LAND SURVEYS LLC
 1628 GEORGIA AVENUE
 SHEBOYGAN, WISCONSIN

2724 KKOHLER MEMORIAL DRIVE
 TAX PARCEL NO. 59281212920
 DOCUMENT NUMBER 1897863

BEING PART OF LOTS 2, 3, 4, 5, 23, 24, 25, 26 BLOCK 3 OF SMITH GARDENS, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN AND DESCRIBED AS: BEGINNING AT A 1" IRON PIPE FOUND AT THE NORTHWEST CORNER SAID LOT 2; THENCE N 88°15'25" E., 129.87 FEET ALONG NORTH LINE SAID LOT 2; THENCE S 01°03'55" E., 235.00 FEET, 10 FEET WEST OF AND PARALLEL TO THE EAST LINES OF SAID LOTS 2 THRU 5 TO AN IRON PIPE FOUND; THENCE S 43°32'42" W., 7.11 FEET TO AN IRON PIPE FOUND; THENCE S 88°13'44" W., 255.03 FEET ALONG THE SOUTH LINE OF SAID LOTS 5 AND 23 TO A CHISELED CROSS FOUND; THENCE N 46°29'40" W., 7.04 FEET TO A CHISELED CROSS FOUND; THENCE N 01°01'10" W., 235.09 FEET, 5 FEET EAST OFF A PARALLEL TO THE WEST LINE OF SAID LOTS 23 THRU 26 TO AN IRON PIPE FOUND; THENCE N 88°14'17" E., 134.98 FEET ALONG THE NORTH LINE OF THE OF SAID LOT 26 TO THE POINT OF BEGINNING.

LINE	BEARING	DISTANCE
L1	S 43°32'42" W	7.11
L2	N 46°29'40" W	7.04



THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON
 IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Dennis J. Van Sluys
 Dennis J. Van Sluys S-1238

Dated this 6th day of March, 2012.

- = 1" IRON PIPE FOUND
- × = CHISELED CROSS FOUND
- = 3/4" IRON PIPE SET

DATA/CITYSHEB/2724KOHL L-21101

A-34438

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 Zoning Map amendment furthers the purposes of the Zoning ordinance, as outlined in Section 15.005, by redeveloping the site under current storm water requirements, and by maintaining similar building coverage ratio, landscape surface ratio, setback, and building height requirements as the current zoning.

The proposed Official Zoning Map amendment will not affect flood plains or wetlands, and the applicable rules and regulations of the WDNR and FEMA, as the property does not contain designated flood plains or wetlands.

Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?

- Factors have changed making the subject property more appropriate for a different zoning district.

Development patterns show that future "Suburban Office Use" development is more desirable further to the east on Kohler Memorial Drive at several vacant properties located off of the frontage road. It is likely that this vacant property will take decades to develop, leaving the property in this proposed amendment undeveloped during this period. Alternatively, an "Urban Residential Use" could be developed at this site immediately, driven by the demand for this type of use.

- Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.

Demand has increased for market-rate multi-family apartment housing for young professionals and empty nesters, with a location that balances proximity to urban spaces with freeway access.

How does the proposed amendment of 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 amendment of the Official Zoning Map maintains similar building coverage ratio, landscape surface ratio, setback, and building height requirements as the current zoning.

See next page for a specific comparison of the above requirements.



Suburban Office (Original)

Min. Landscape Ratio - .25
Building Coverage Ratio - .50
Min. Street Building Setback - 25'
Min. Rear Building Setback - 25'
Max. Building Height - 35'

Urban Residential (Proposed)

Min. Landscape Ratio - .25
Building Coverage Ratio - .50
Min. Street Building Setback - 20'
Min. Rear Building Setback - 20'
Max. Building Height - 35'

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

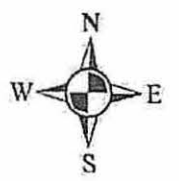
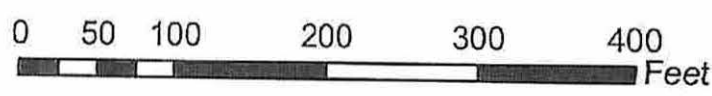
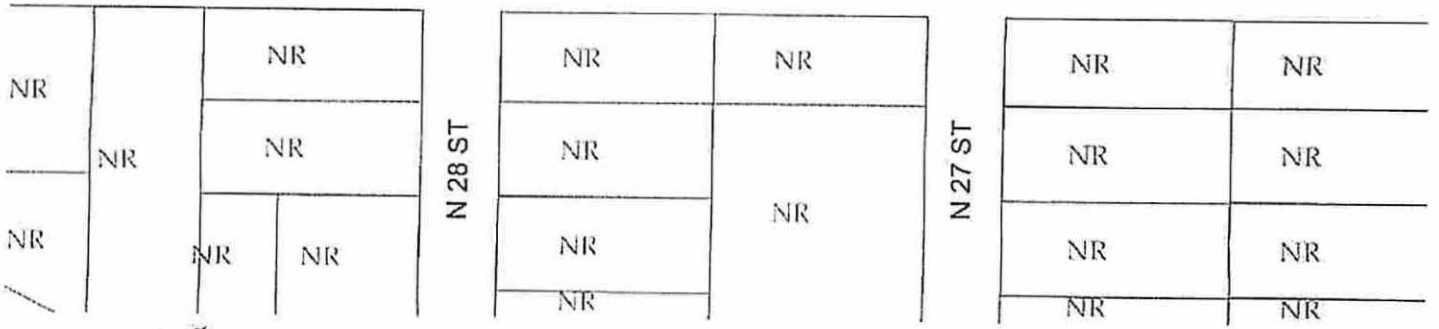
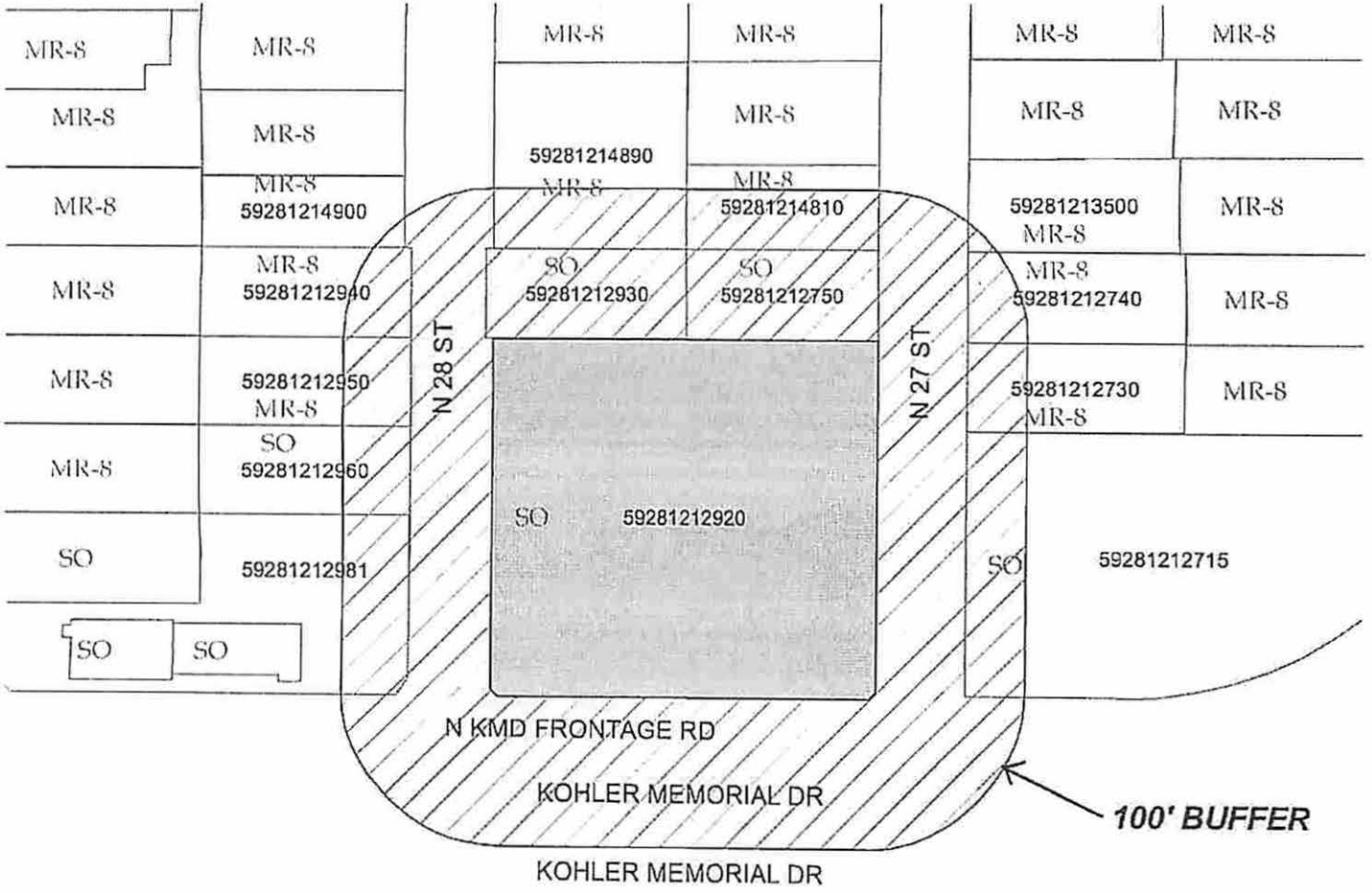
The proposed map amendment achieves two of the Comprehensive Plans "Key Initiatives", including:

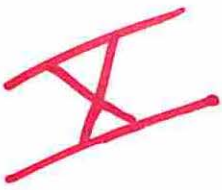
- 1. "Promoting infill development and redevelopment". This is accomplished by developing a mostly paved vacant site into multi-family apartment housing. This type of redevelopment is ideal as it directly borders both residential and commercial zoning districts.**
- 2. "Diversifying the City's housing stock". This is accomplished by fulfilling the demand for market-rate multi-family apartment housing for young professionals and empty nesters, with a location that balances proximity to urban spaces with freeway access.**

PROPOSED ZONING CHANGE FROM SUBURBAN OFFICE (SO) TO URBAN RESIDENTIAL (UR)

SECTION 21, T. 15 N, R. 23 E

SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM AT THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB





Other Matters

8.2

Gen. Ord. No. - 17 - 18 . By Alderpersons Savaglio and Lewandoske.
August 21, 2017.

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 2724 Kohler Memorial Dr. from Class Suburban Office SO to Class Urban Residential UR 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 Suburban Office SO to Class Urban Residential UR Classification:

Property located at 2724 Kohler Memorial Dr.:

SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM A T THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB

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.

City Plan

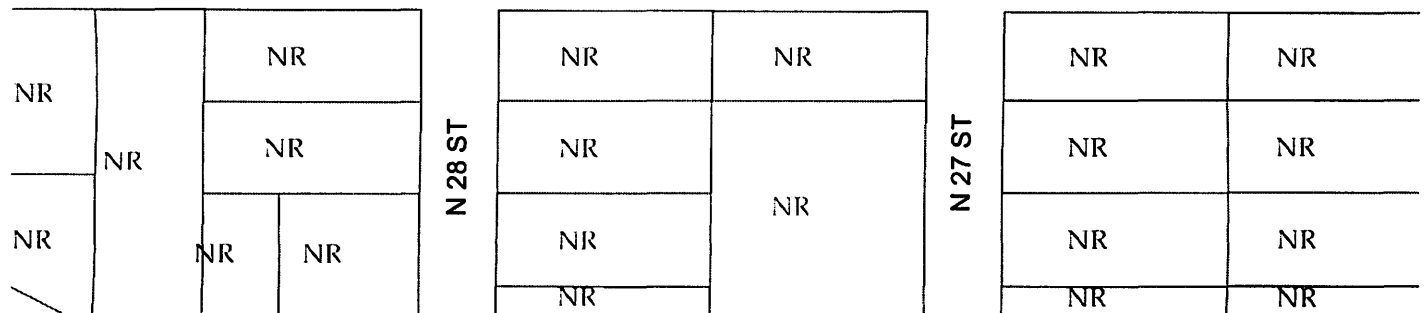
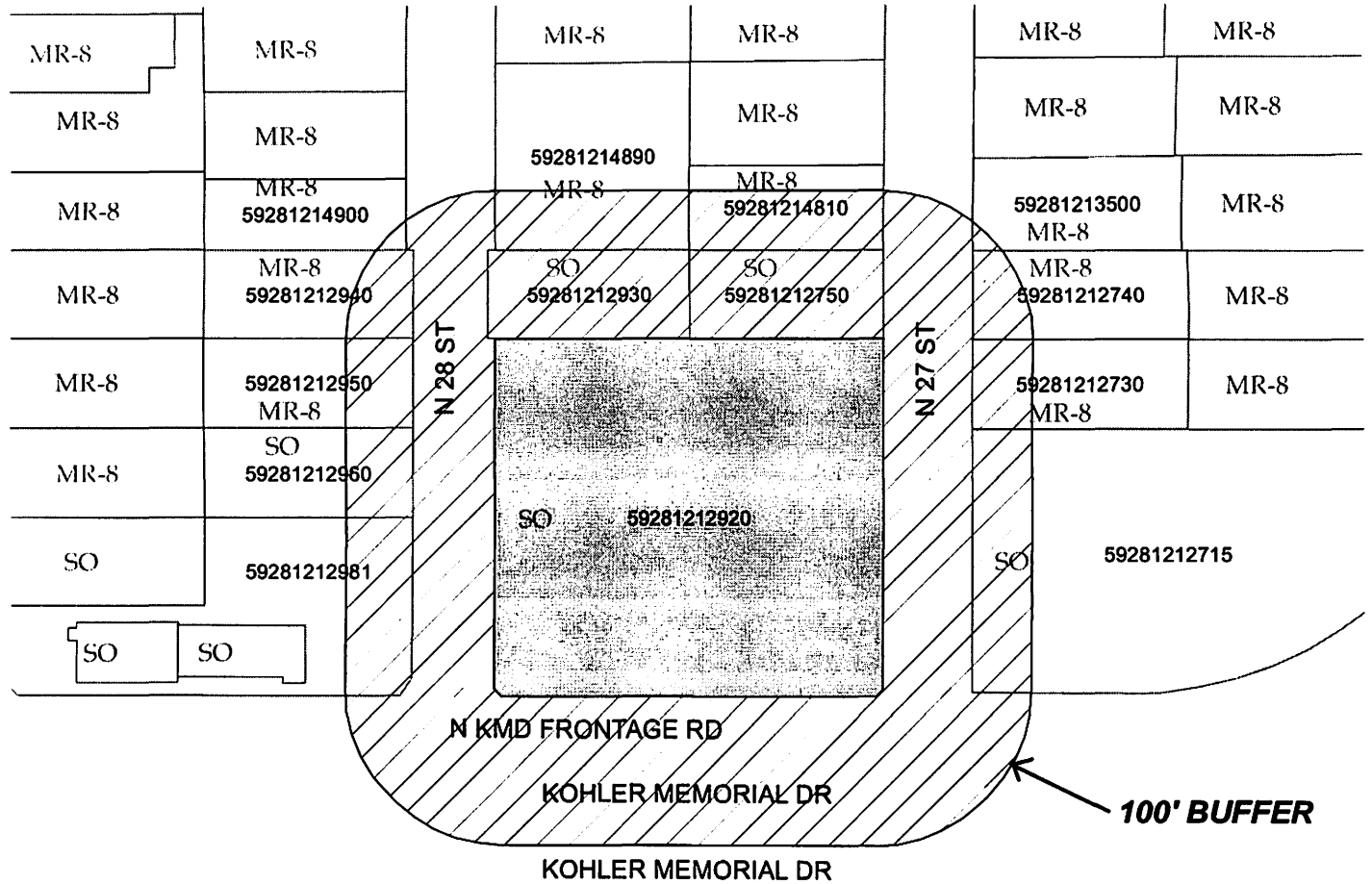
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM SUBURBAN OFFICE (SO) TO URBAN RESIDENTIAL (UR) SECTION 21, T. 15 N, R. 23 E

SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM AT THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB



III

Other Matters.

8.3

Res. No. _____ - 17 - 18. By Alderpersons Savaglio and Lewandoske.
August 21, 2017.

A RESOLUTION directing a public hearing to be held in connection with change of the City's Official Zoning Map for property located at 2724 Kohler Memorial Dr.

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., September 18, 2017, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Suburban Office SO to Class Urban Residential UR Classification:

Property located at 2724 Kohler Memorial Dr.:

SMITH GARDENS LOTS 2,3,4,5,23,24,25 & 26 BLK 3, EXC THE E 10' OF LOTS 2,3,4 & 5 AND EXC THE W 5' OF LOTS 23,24,25 & 26 BLK 3, ALSO EXC THAT PRT OF LOT 5 BLK 3 DESC AS: COM AT THE SE COR OF SD LOT 5, TH S-88- DEG-13'-44"-W 10' ALG THE S LN OF LOT 5 TO THE POB, TH CONT S-88-DEG-13'-44"-W 5' ALG THE S LN OF LOT 5, TH N- 43-DEG-32'-42"-E 7.11' TO A POINT 10' W OF THE E LN OF SD LOT 5, TH S-01-DEG-08'- 08"-E 5' PARALLEL TO THE E LN OF LOT 5 TO THE POB, ALSO EXC THAT PRT OF LOT 23 BLK 3 DESC AS: COM AT THE SW COR OF SD LOT 23, TH N-88-DEG- 13'-44"-E 5' ALG THE S LN OF LOT 23 TO THE POB, TH N-01- DEG-13'-12"-W 5' PARALLEL TO THE W LN OF LOT 23, TH S-46- DEG-29'-40"-E 7.04' TO THE S LN OF LOT 23, TH S-88-DEG- 13'-44"-W 5' ALG SD S LN TO THE POB

Yes Over

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

Other Matters

8.4

R. O. No. _____ - 17 - 18. By CITY CLERK. August 21, 2017.

Submitting various license applications for the period ending December 31, 2017, June 30, 2018 and June 30, 2019.

Law & Co.

City Clerk

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
1040	Brennans On Michigan	1101 Michigan Ave.- Two day event to be held September 30, 2017 and October 1, 2017 to include West and South parking lot in current premise description.
3056	Gotta Getcha In Oasis	840 Wilson Ave. - One day event to be held September 9, 2017 to include the back of the building on the North side parking lots to the East, South and West.
2921	The Walkabout	2401 Calumet Ave.- One day event to be held September 16, 2017 to include the driveway and grassy area North and East of the building.

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2019)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1818	Bergquist, Peyton A.	1021 Swift Ave.
1816	Brecheisen, Brian K.	515 Michigan Ave.
1825	Frei, Dorris M.	1628 Indiana Ave.
1822	Kaczmarowski, Kellin R.	2013 S. 26 th St.
1824	Krause, Jessica A.	1933 N. 9 th St.
7550	Lang, Steven A.	2821 S. 8 th St.
0201	Laws, Vincent A.	910 Lincoln Ave.
1821	Lopez, Norma	1928 N. 11 th St. Apt. A
1889	Mueller, Jeffery C.	1734 S. 15 th St.

1823 Petlier, Timmy R.	2554 Calumet Dr.
1812 Powell, Shawn R. (Club)	708 High Ave.
1817 Raeder, Marisa L.	830 Logan Ave.
0986 Runkel, Kevin R. (Club)	225 Lilac Lane, Belgium
1820 Schultz, Joseph C.	904 Mead Ave.
7354 Semsch, Saowanee	512A S. 13 th St.
0316 Stemper, Sarah M.	1615 New Jersey Ave.
5247 Thomas, Brandy J.	1522 Michigan Ave.
5339 Weimann, Lisa K.	302 Wahgouly Rd.
1826 Yang, Christopher	1924 S. 21 st St.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1819	Hombs, Thomas M.	1427 N. 10 th St. #400
1814	Scholz, Imelda	1613 S. 13 th St.