ATTACHMENTS

City of Sheboygan
spirit on the lake.

November 21, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

SHEBOYGAN SQUARED BID BOARD

NAME	APPOINTED	EXPIRES
Rick Scroggins (Business Owner)	11/21/16	12/31/18
Amy Horst (Business Owner)	11/21/16	12/31/18
Jane Davis-Wood (Business Owner)	11/21/16	12/31/18
Eileen Simenz (Property Owner)	11/21/16	12/31/18
William Holbrook (Property Owner)	11/21/16	12/31/18
Paul Rudnick (Business Owner)	11/21/16	12/31/18
Chad Pelishek (City Government)	11/21/16	12/31/18
Sara Spicer (SCEDC) Non-Voting Partner	11/21/16	12/31/18

MAYOR MICHAEL J. VANDERSTEEN

City of Sheboygan
spirit on the lake.

November 7, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Alec Bartolai to be considered for appointment to the Sustainable Sheboygan Task Force whose term expires on 4/23/16.

MAYOR MIKE VANDERSTEEN

Lies over

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256

City of Sheboygan
spirit on the lake.

November 21, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

SHEBOYGAN SQUARED BID BOARD

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Sara Spicer (SCEDC) Non-Voting Partner	11/21/16	12/31/18

MAYOR MICHAEL J. VANDERSTEEN

City of Sheboygan
spirit on the lake.

November 7, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Paul Rudnick to be considered for appointment to the Sheboygan Squared BID Board to fill the unexpired term of Jake Toman whose term expires on 12/31/16.

MAYOR MIKE VANDERSTEEN

Lies over.

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
SHEBOYGAN, WI
53081-4495

920/ 459-3317
FAX 920/ 459-0256

II

R. O. No. ___ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

No.	Name	Address
2110	Four Seasons Property Serv.	2029 N. 27th St.
2617	Lawn Ranger	2622 Grey Fox Ct.
1984	Trugreen	2015 W Spencer St., Appleton

SPECIAL "B" BEER LICENSE

No.	Name	Address
2541	Sheboygan Visual Artists	1201 Erie Ave. - one-day events to be Held 12/2/16, 1/27/17, 2/24/17, 3/31/17, 4/28/17, 5/26/17, 6/30/17 & 7/28/17 on top floor NE corner of building.

SECONDHAND ARTICLE/JEWELRY LICENSE (December 31, 2017)

No.	Name	Address
1109	Ehrmans Fine Jewelry Outlet	815 N. 8th St.
2852	Heritage Showcase LLC	1614 Indiana Ave.
1187	Kisiolek Jewelers	1103 N. 8th St.
1320	Music Boxx LLC	1119 N. 8th St.
1320	Scroggins Jewelers	621 N. 8th St.
1741	Sheboyguns Shooter Supply	1822 N. 12th St.

Consent

II

R. O. No. ____ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting an application for a private well permit for the following:

Francis G. Souik, 4168 S. 15th St., Sheboygan

Consent

City Clerk

No. 952143

APPLICATION FOR PRIVATE WELL PERMIT

Sheboygan, Wisconsin Original Application Date: 05/18/1995

Parcel: 460160

1. Location of Structure 4168 S. 15TH ST.
2. Owner SOUIK, FRANCIS G. Phone 920-208-0856

   Address 4168 S. 15TH ST. SHEBOYGAN, WI 53081-7702

1. Is property served by public water system? Yes X No ____
2. Well and pump installation must meet the requirements of Chapter NR 112, Wisconsin Administrative Code, and a letter from a licensed well and pump installer must accompany the application, which provides that the well meets the requirements of NR 112, Wisconsin Administrative Code.
3. List proposed use of well: Lawn Watering
4. Duration of permit requested (not to exceed 5 years): 5 years

Note: Report indicating well produces safe water as evidenced by one (1) sampling must accompany the application.

The Applicant recognizes the following:

1. The granting of this permit does not mean that the City has determined that the well or water taken from it are safe or in conformity with any rules or regulations thereon.
2. The City is not responsible for the maintenance of the well or for informing the owner of new or existing regulations pertaining thereto.
3. The City assumes no responsibility in regards to monitoring water taken from it.
4. This Well Operation Permit is only valid for five (5) years from its being granted, except as provided for above.

THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS SPECIFIED ABOVE.

Applicant's Signature Date: 11/11/16

DATE CITY PLUMBING INSPECTOR INSPECTED TO VERIFY NO CROSS CONNECTION BETWEEN PIPING OF THE PUBLIC WATER SYSTEM AND THE PRIVATE WELL.

Plumbing Inspector Date: 11/11/16

DATE PRESENTED TO THE COMMON COUNCIL: / /

APPROVED: ____ DENIED: ____

State of Wisconsin
Department of Natural Resources
dnr.wi.gov

Property Transfer Well(s) and Pressure System(s) Inspection

Form 3300-221 (R 10/14)

Notice: Pursuant to ch. 280, Wis. Stats., and ch. NR 812, Wis. Adm. Code, this form shall be used to document any well and pressure system inspection conducted as part of a property transfer. Inspections are voluntary, and well owners are not required to bring systems into compliance as a result of the inspection. Inspectors must provide the completed form to the requester of the inspection. Do not send forms to DNR.

Contact Information

Inspection Requested By			Telephone Number
Frank Souik			(920) 226-0006
Mailing Address	**City**	**State**	**ZIP Code**
4168 South 15 th st	Sheboygan	WI	53081
Owner's Name			**Telephone Number**
Same As Above			
Mailing Address	**City**	**State**	**ZIP Code**

Property Location

County of Water System Location	Grid or Street Address or Road Name and Number (if available)	City	ZIP Code
Sheboygan	4168 South 15 th st	Sheboygan	53081

Township	Gov't Lot #	¼	¼	Section	Town	Range	E/W	Unique Well Number
		NE of the	SE	3	14 N	23	E	

Known Noncomplying Features

Identified noncomplying features are noted below with a check mark.

1. ☐ Unused Well Should be Filled and Sealed
2. ☐ Stovepipe or Thin-Walled Casing
3. ☐ Dug Well
4. ☐ Unprotected Buried Suction Line
5. ☐ Alcove (Subsurface Pumproom) or Pit
6. ☐ Non-Walkout Basement or Below-Grade Crawl Space Well
7. ☐ Poor Casing Condition (Badly Corroded or Cracked)
8. ☐ Contaminant Source less than minimum separation distance from well: _____
9. ☐ Well in Floodway or Flood Fringe
10. ☐ Well at Risk from Localized Flooding
11. ☐ Cross-Connection
12. ☐ Driven Point Well (installed after 1-31-1991) without construction report
13. ☐ Nonpressure Conduit
14. ☐ Hand Pump
15. ☐ Offset Pump or Piping Height < 12" Above Floor
16. ☐ Yard Hydrant
17. ☐ Materials for Pump and Supply Piping
18. ☐ Flowing Well Installation
19. ☐ Check Valve Location
20. ☐ Well Cap or Seal
21. ☐ Casing Height
22. ☐ Electrical Wires Not Properly Enclosed in Conduit
23. ☐ Sample Faucet is Missing or Incorrect
24. ☐ Casing less than 6" in diameter for a well in limestone, dolomite, shale, quartz or granite
25. ☐ Health/Safety Hazard

Comments

- ☐ Pre-1991 Driven Point Pipe Depth < 25 feet
- ☒ Well Construction Report Not on File or Unlocatable
- ☐ Well Located in Special Well Casing Depth Area
- ☐ Pre-1979 Two-Wire Submersible Pump
- ☐ Evidence of Some Corrosion on Well Casing Pipe
- ☐ Inaccessible or Difficult Location for Future Well Work
- ☐ Inaccessible or Difficult Location for Future Pump Work
- ☐ Non-Vermin-Proof Well Cap or Well Seal
- ☐ Other:

Based on my personal inspection of the real property, the well(s) and pressure system(s): ☒ **Complies** ☐ **Does not comply** with Wis. Adm. Code.

☐ More comprehensive or additional research is needed regarding:

☐ an unused well ☐ floodways/floodplains ☐ contaminant sources ☐ other:

This form lists the visible conditions of the well(s) and pressure system(s) on the property at the time of inspection and does not imply or give any guarantee.

Signature of Licensed Water Well Driller or Pump Installer	Individual License #	Date	Telephone Number
Michael Millbrandt	4281	10/27/2016	(920) 565-2131

Clean Water Testing

1990 Prospect Ct., Appleton, WI 54914 * 800-801-7590

SIXEL & SCHWINN, INC.
N7677 RANGELINE RD
SHEBOYGAN, WI 53083

Home Owner	FRANK SOUIK
Well ID/Address	4168 S15TH ST
Well City	SHEBOYGAN, WI 53081
Sample Location	PRESSURE TANK
Lab #	423537
Collected By/Date	M MILBRAT 10/27/2016

Report Date *31-Oct-16*

Analyte	Result	Units	LOD	LOQ	Dil	Dig Date	Run Date	Mthd	Analyst	QC Code
Organic										
Coliform and E-coli Bacteria										
Coliform	**None Detected**	mpn	1	1	1		10/29/2016	9223B	RKC	1

COLIFORM BACTERIA…Coliform bacteria are very common in the open environment. They can be found in the soil and in surface water. However, any detection of coliform bacteria colonies in drinking water is unnatural.
RESULT - Coliform bacteria were ABSENT in this sample. No Coliform bacteria were found in this sample. NOTE: The absence of bacteria does not necessarily mean that other pollutants are not present in the water. If you are concerned about other contaminants, further testing will be necessary.

E-coli	**None Detected**	mpn	1	1	1		10/29/2016	9223B	RKC	1

E-COLI BACTERIA - Found in human and animal waste. The presence of E-coli is an indication of septic contamination, barnyard runoff, or another direct source of waste entering the drinking water system.
RESULT– ABSENT - No E-coli bacteria were detected in this sample.

LOD Limit of Detection — None Detected = Result was less than the LOD — LOQ Limit of Quantitation

Code	*Comment*
1	All laboratory QC requirements were met for this sample.

Laboratory Director Michael Hunter

II

R. O. No. ____ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a communication from Sheboygan County being their apportionments sheets for 2016 to levy and apportion the tax.

Consent

City Clerk

Attention Clerks:

Attached are the apportionment sheets for 2016. Please make sure you do not round any of the numbers listed. You must collect exactly the amounts on the form.

Year 2016 CoMuni Code 59281 Account Number 1623 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY

1	**A. STATE TAXES (Apportioned TID IN)**			1
2	Aggregate amount of state tax (use this amount to calculate state tax rate)		415,133.77	2
3	**B. COUNTY TAXES (Apportioned TID OUT)**			3
4	1. Portion of state special charges on county:			4
5	Charitable and penal		-144.01	5
6	Other state special charges		0.00	6
7				7
8	**SUBTOTAL - Section B1 (also enter on Line B1 on Statement of Taxes (SOT))**		**-144.01**	8
9	2. Other county taxes levied over entire town, village, or city			9
10	Health		0.00	10
11	Library (sec. 43.12, Wis. Stats.)		0.00	11
12	County Bridge Aid (sec. 82.08(2), Wis. Stats.)		0.00	12
13	Sanitation		0.00	13
14	Children with Disabilities Education Boards (over entire town,village or city) (sec.121.135, Wis. Stats.)		0.00	14
15	Property taxes charged back (sec. 74.41 & 74.42, Wis. Stats.)		0.00	15
16	Countywide EMS		0.00	16
17	Other (describe) :		0.00	17
18	All other county taxes (levied over every town, village, and city)		12,802,712.80	18
19	County Sales Tax Credit		< 0.00 >	19
20	**SUBTOTAL - Section B-2 Taxes to be levied over entire municipality (enter on Line B2 on SOT)**		**12,802,712.80**	20
21	3. County taxes levied over part of town, village or city (also enter on line B3 on SOT)			21
22	Children with Disabilities Education Boards		0.00	22
23			0.00	23
24			0.00	24
25			0.00	25
26			0.00	26
27	**TOTAL NET COUNTY TAXES (sum of Lines 8, 20, 22, 23, 24, 25 and 26) (for county tax rate)**		**12,802,568.79**	27
28	**C. SPECIAL DISTRICT TAXES**			28
29	Special district code: NA	Amount levied	0.00	29
30	Special district code: NA	Amount levied	0.00	30
31	**D. TOWN, VILLAGE OR CITY TAXES**			31
32	4. Other state special charges			32
33	Describe :		0.00	33
34	Describe :		0.00	34
35	**SUBTOTAL - Section D4 (also enter on Line D4 on SOT)**		**0.00**	35
36	5. County special charges:			36
37	Illegal real estate charged back (sec. 70.74(2), Wis. Stats.)		0.00	37
38	Highways and bridges (sec. 83.03, Wis. Stats.)		0.00	38
39	Highway aid (sec. 83.14, Wis. Stats.)		0.00	39
40			0.00	40
41			0.00	41
42			0.00	42
43			0.00	43
44	**SUBTOTAL - Section D5 (also enter on Line D5 on SOT)**		**0.00**	44
45	**TOTAL - ALL TAXES AND CHARGES - sum of Lines 2, 27, 29, 30, 35 and 44**		**13,217,702.56**	45

SHEBOYGAN COUNTY RESOLUTION NO. 29 (2016/17)

Re: **Levying and Apportioning the Tax**

WHEREAS, each year, the County Board of Supervisors is required to determine the amount of taxes to be levied in Sheboygan County against all taxable property for the year, and

WHEREAS, this year there are five (5) components of the tax amount that must be included, and

WHEREAS, the first component is the Forestation State Tax, set by the State of Wisconsin to support the state forest system pursuant to Wis. Stat. §§ 70.58 and 70.60 charged against all taxable properties in Sheboygan County in the amount of $1,485,795.97 (Equalized Rate: .000169706), and

WHEREAS, the second component is the State Special Charge pursuant to Wis. Stat. §§ 51.20(18) and 70.60 to reimburse other counties for expenses related to mental commitments of Sheboygan County residents in their counties charged against all taxable properties in Sheboygan County in the amount of $-523.91 (Equalized Rate: -.000000062), and

WHEREAS, the third component is the County Aid to Bridges required by Wis. Stat. § 82.08 and approved by the County Board by Resolution No. 25 (2016/17) charged against all taxable property in the townships in Sheboygan County in the amount of $33,314.00 (Equalized Rate – Town only – .000009589), and

WHEREAS, the fourth component is the Sheboygan County portion of the Eastern Shores Library System approved for the budget and an apportionment adjustment for the Eastern Shores Library System and required by Wis. Stat. § 43.64 to be charged against all taxable property in all townships except the Towns of Scott and Sherman and all villages except the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake in the amount of $1,246,032.00 (Equalized Rate: .000354246, applied to non-excluded Towns and Villages only), and

WHEREAS, the fifth and largest component is the general County property tax pursuant to Wis. Stat. § 70.62 to finance the County government budget, and

WHEREAS, the Sheboygan County Board, after public hearing, study, and revision has finalized and adopted the 2017 budget on this 1st day of November, 2016, which requires a levy of $46,581,709.00 against all taxable property in the County of Sheboygan (Equalized Rate: .005502924);

NOW, THEREFORE, BE IT RESOLVED, that there be and hereby is levied on all taxable property in the County of Sheboygan the following taxes:

Forestation State Tax Wis. Stat. § 70.58, (Equalized Rate: .000169706)	$ 1,485,795.97
State Special Charges Wis. Stat. § 51.20(18) (Equalized Rate: -.000000062)	$ -523.91
General County Taxes Wis. Stat. § 70.62, (Equalized County Rate: .005502924)	$46,581,709.00

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) I, Jon Dolson do hereby certify that the above is a true and correct copy of the original on file in the office of the County Clerk and that it was adopted by the County Board of Supervisors on this date.

Date: 11-01-2016
(Seal)

County Clerk



BE IT FURTHER RESOLVED that the sum of $1,246,032.00, which is the amount approved for the budget of the Eastern Shores Library System, pursuant to Wis. Stat. § 43.64, be and hereby is levied against all taxable property in the townships, excluding the Towns of Scott and Sherman, and all villages, excluding the Villages of Adell, Cedar Grove, Elkhart Lake, Kohler, Oostburg, and Random Lake.

(Equalized Rate: .000354246)

BE IT FURTHER RESOLVED that the sum of $33,314.00 County Aid to Bridges as approved by Resolution No. 25 (2016/17) be and hereby is levied against all taxable property in the townships in Sheboygan County.

(Equalized Rate: .000009589)

BE IT FURTHER RESOLVED that the County Clerk and the County Finance Director shall, pursuant to Wis. Stat. § 70.63 determine and apportion within ten (10) days of this date, the tax levy set forth for the respective municipalities, according and in proportion to the valuations for the towns, villages, and cities as submitted by the Wisconsin Department of Revenue.

Respectfully submitted this 1st day of November, 2016.

FINANCE COMMITTEE

Greg S. Weggeman, Chairperson

George J. Marthenze, Vice-Chairperson

Mark S. Winkel, Secretary

William C. Goehring

Roger L. TeStroete

Opposed to Introduction:

II

R. O. No. ___ - 16 - 17. By BOARD OF MARINA, PARKS AND FORESTRY COMMISSIONERS.

Your Commission to whom was referred a copy of R. O. No. 100-16-17 by the City Clerk submitting a communication from Joe Lamb, President of the Mid-Lakes Softball Organization, requesting an agreement between the City of Sheboygan and the Wigg Brothers' Construction Company as they have expressed an interest in donating the entire cost of a new scoreboard for Wildwood Softball Complex; recommends approving the request.

Concur

Bd. of Marina, Parks and Forestry

II

Other Matters

8.4

R. O. No. 100 - 16 - 17. By CITY CLERK. September 6, 2016.

Submitting a communication from Joe Lamb, President of the Mid-Lake Softball Organization, requesting an agreement between the City of Sheboygan and the Wigg Brothers' Construction Company as they have expressed an interest in donating the entire cost of a new scoreboard for Wildwood Softball Complex.

Bd. Marina, Parks & Forestry & Public Works approve

City Clerk

SEP 6 '16 PM 1:07

September 6th, 2016

To: Sheboygan Common Council, Please refer to Public Works and Parks Committees
Fr: Joe Lamb, President Mid-Lake Softball Organization
Re: Scoreboard donation

I am writing this letter to see if we can reach an agreement between the City of Sheboygan and the Wigg Brother's Construction Company.

The Wigg Brothers have expressed an interest in donating the entire cost of a new scoreboard for Wildwood Softball Complex. The cost of a new scoreboard is almost $5,000.00. This includes the top advertising panel.

They are requesting that the City agrees to keep their name on the advertising panel for a minimum period of 10 years, possibly longer. They would like this agreement so that if the City changes providers for the softball program, the advertising remains the same.

The City's logo will also be a part of the panel and so will the MLSO. I will have a picture of the new scoreboard on Diamond 2, and will present them at the Committee Meetings. The space that we are referring to is the area that says "Scoreboard Courtesy of the players and sponsors". It would have Wigg Bothers referenced instead of players and sponsors.

If the City agrees to the terms, they are willing to issue us the MLSO a check to order the scoreboard. It could be delivered in time for a fall installation.

Please let me know the City's response.

Thank You,

Joe Lamb

Joe Lamb, President MLSO

II

R. O. No. ____ - 16 - 17. By BOARD OF MARINA, PARKS AND FORESTRY COMMISSIONERS.

Your Commission to whom was referred Res. No. 70-16-17 by Alderperson Belanger authorizing the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of purchasing street trees as part of the City's program to mitigate the effects of the Emerald Ash Borer; recommends approving the Resolution.

Concur

Bd. of Marina, Parks and Forestry

III

4.7

Res. No. 70 -- 16 – 17. By Alderperson Belanger. August 1, 2016.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of purchasing street trees as part of the City's program to mitigate the effects of the Emerald Ash Borer.

WHEREAS, the City of Sheboygan is interested in obtaining a cost-share grant from the Bay-Lake Regional Planning Commission for the purpose of funding Emerald Ash Borer mitigation projects using funding originating from the U.S. Forest Service Great Lakes Restoration Initiative; and

NOW, THEREFORE, BE IT RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized to apply for said grant is empowered to act on the City's behalf to:

1. Sign and submit the grant application.
2. Sign a grant agreement between applicant and the Bay-Lake Regional Planning Commission.
3. Submit interim and/or final reports to the Bay-Lake Regional Planning Commission to satisfy the grant agreement.
4. Submit reimbursement requests and, if applicable, contractor invoices to the Bay-Lake Regional Planning Commission.
5. Sign and submit other required documentation.

BE IT FURTHER RESOLVED: The City of Sheboygan shall budget a sum sufficient to fully and satisfactorily complete the project.

Ba Marina, Parks, Forestry and Pub Wks approve

John B

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

Dated _____ 20__. _____, City Clerk

Approved _____ 20__. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR MARINA, PARKS AND FORESTRY COMMISSIONER CONSIDERATION

ITEM DESCRIPTION: Resolution Regarding a Request to Apply to Obtain a Cost-Share Grant to Purchas Street Trees.

REPORT PREPARED BY: Joseph L. Kerlin, Superintendent of Parks and Forestry

REPORT DATE: July 28, 2016 **MEETING DATE:** August 01, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
The City of Sheboygan has a newly adopted Urban Forestry Management Plan. The City's goal is to start planting 500 street trees a year.

STAFF COMMENTS:
At this time the City has 3,000 open street planting sights available. In the spring of this year 2016, EAB was found in the City. The UFM Plan projected that 5,000 Ash trees will die over the next four to six years. The planting of trees is crucial at this time to avoid furthering our Urban Forest deficiency.

ACTION REQUESTED:
Motion to recommend the Common Council refer to the Marina, Park & Forestry Commission and Public Works Committee to authorize the Superintendent of Parks and Forestry to apply for a cost-share grant from the Bay-Lake Regional Planning commission for the purpose of purchasing trees to be planted in the road right-of-way in the City of Sheboygan.

ATTACHMENTS:
I. Resolution ___-16-17

II

R. O. No. - 16 - 17. By BOARD OF MARINA, PARKS AND FORESTRY COMMISSIONERS.

Your Commission to whom was referred R. C. No. 186-16-17 by Public Works, R. C. No. 172-16-17 by Public Works and Gen. Ord. No. 15-16-17 by Alderperson Belanger amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches; recommends that the document be placed on file.

Concur

Bd. of Marina, Parks and Forestry

VII

6.4

R. C. No. 186 - 16 - 17. By PUBLIC WORKS. October 3, 2016.

Your Committee to whom was referred R. C. No. 172-16-17 by Public to whom was referred Gen. Ord. No. 15-16-17 by Alderperson Belanger amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches; recommends that the documents be referred to the Board of Marina, Parks and Forestry.

refer to Bd of Marina, Parks & Forestry

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

5.4

R. C. No. 172- 16 - 17. By PUBLIC WORKS. September 19, 2016.

Your Committee to whom was referred Gen. Ord. No. 15-16-17 by Alderperson Belanger amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches; recommends approving the Ordinance.

refer to P.W.
refer M, P+F.

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

6.2

Gen. Ord. No. 15 - 16 - 17. By Alderperson Belanger. August 1, 2016.

AN ORDINANCE amending Section 74-63 of the City of Sheboygan Municipal Code entitled "Fire Control" so as to eliminate recreational fires on beaches.

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

Section 1. Section 74-63 of the Sheboygan Municipal Code entitled "Fire Control" is amended so as to read as follows:

"Sec. 74-63. *Fire control.*

Fires shall be permitted in city parks and on city-owned property only under the following circumstances:

(1) In metal grills in picnic areas;
(2) As part of the officially sponsored activities of high schools within the city as set forth in section 50-182(10);
(3) As otherwise permitted by the council; and
(4) Except as specifically set forth above, all fires permitted in this section are further subject to the limitations on recreational bonfires set forth in section 50-182(6)."

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.

Pub Wks approve

John B

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

III

Res. No. ____ - 16 - 17. By Alderperson Wolf. November 21, 2016.

A RESOLUTION authorizing the appropriate City officials to execute a Department of Natural Resources Principal Forgiven Financial Assistance Agreement.

WHEREAS, the City of Sheboygan (the "Municipality") wishes to undertake a project to replace private lead service lines, identified as DNR No. 4901-06 (the "Project"); and

WHEREAS, the Municipality has applied to the Safe Drinking Water Loan Program (the "SDWLP") for financial assistance in the form of a loan made by the SDWLP to the Municipality of which all the principal will be forgiven at the time that loan disbursements are made to the Municipality, pursuant to the DNR Financial Assistance Agreement; and

WHEREAS, the SDWLP has determined that it can provide a loan with principal forgiveness in an amount up to $335,000 that it has identified as being eligible for SDWLP funding.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor and City Clerk are authorized by and on behalf of the Municipality to execute a Principal Forgiven Financial Assistance Agreement, in form substantially similar to the attached, that contains the terms and conditions of the SDWLP award for the Project, except that the Utility is using only principal forgiveness, so neither the City or the Utility will borrow any money for the program. The Principal Forgiven Financial Assistance Agreement is incorporated herein by this reference.

Consent _____

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

State of Wisconsin
Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
PO Box 7921
Madison, Wisconsin 53707-7921
(608) 266-7555

STATE OF WISCONSIN SAFE DRINKING WATER LOAN PROGRAM
LEAD SERVICE LINE PRINCIPAL FORGIVEN FINANCIAL ASSISTANCE AGREEMENT

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
DEPARTMENT OF ADMINISTRATION

and

OWNCOMM_C

$LOANAMT_T With $PRINFORGIVE_AMT PRINCIPAL FORGIVENESS

FINANCIAL ASSISTANCE AGREEMENT

Dated as of CLOSING_DATE

This constitutes a **Financial Assistance Agreement** under the State of Wisconsin's Safe Drinking Water Loan Program. This agreement is awarded pursuant to ss. 281.59 and 281.61, Wis. Stats. The purpose of this agreement is to award financial assistance from the Safe Drinking Water Loan Program. This agreement also discloses the terms and conditions of this award.

This agreement is only effective when signed by authorized officers of the municipality and an authorized officer of the State of Wisconsin Department of Natural Resources and the State of Wisconsin Department of Administration.

The Department of Natural Resources and the Department of Administration may rescind or terminate this agreement if the municipality fails to comply with the terms and conditions contained within. Any determination or certification made in this agreement by the Department of Natural Resources or the Department of Administration is made solely for the purpose of providing financial assistance under the Safe Drinking Water Loan Program.

Municipal Identification No. ULGNO
Safe Drinking Water Loan Program Project No. PROJ_NO

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DRAFT

WITNESSETH:

WHEREAS, this is a FINANCIAL ASSISTANCE AGREEMENT (the "FAA"), dated CLOSING_DATE_2, between the STATE OF WISCONSIN Safe Drinking Water Loan Program (the "SDWLP"), by the Department of Natural Resources (the "DNR") and the Department of Administration (the "DOA"), acting under authority of ss. 281.59 and 281.61, Wis. Stats., as amended (the "Act"), and the OWN_COMM_4, a municipality within the meaning of the Act, duly organized and existing under the laws of the State of Wisconsin (the "Municipality"); and

WHEREAS, the United States, pursuant to the Federal Safe Drinking Water Act Amendments of 1996 (the "Safe Drinking Water Act"), requires each state to establish a drinking water revolving loan fund to be administered by an instrumentality of the state before the state may receive capitalization grants for eligible projects from the United States Environmental Protection Agency (the "EPA"), or any successor which may succeed to the administration of the program established by the Safe Drinking Water Act; and

WHEREAS, the State of Wisconsin has, pursuant to ss. 281.59 and 281.61, Wis. Stats., established the SDWLP to be used in part for purposes of the Safe Drinking Water Act; and

WHEREAS, the State of Wisconsin has, pursuant to s. 25.43, Wis. Stats., established a State of Wisconsin Environmental Improvement Fund which includes the SDWLP; and

WHEREAS, DNR and DOA have the joint responsibility to provide SDWLP financial assistance to municipalities for the construction of eligible drinking water projects, all as set forth in the Act; and

WHEREAS, the Municipality has submitted to DNR an application for financial assistance (the "Application") for a project (the "Project"), DNR has approved the Application and determined the Application meets the DNR criteria for project eligibility established in applicable state statutes and regulations; and

WHEREAS, DNR has determined that the Municipality and the Project are not ineligible for financial assistance under s. 281.61(2g), Wis. Stats.; and

WHEREAS, DNR has determined the SDWLP will provide financial assistance to the Municipality by making a loan (the "Loan") under s. 281.59(9), Wis. Stats. for the purposes of that subsection, and providing Principal Forgiveness of the Loan principal;

NOW, THEREFORE, in consideration of the promises and of the mutual representations, covenants, and agreements herein set forth, the SDWLP and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant, and agree as follows:

ARTICLE I
DEFINITIONS; RULES OF INTERPRETATION

Section 1.01. Definitions The following capitalized terms as used in this FAA shall have the following meanings:

"Act" means ss. 281.59 and 281.61, Wis. Stats., as amended.

"Application" means the written application of the Municipality dated APPL_DATE_FAA, for financial assistance under the Act.

"Business Day" means any day on which State offices are open to conduct business.

"DNR" means the State of Wisconsin Department of Natural Resources and any successor entity.

"DOA" means the State of Wisconsin Department of Administration and any successor entity.

"EPA" means the United States Environmental Protection Agency or any successor entity that may succeed to the administration of the program established by the Safe Drinking Water Act.

"Final Completion" means all lead Service Lines to be financed under this FAA have been installed and DNR has completed all necessary Project closeout procedures, including final disbursement of Financial Assistance to the Municipality.

"Financial Assistance" means any proceeds provided under this Financial Assistance Agreement in the form of a Loan of which the Loan principal will be forgiven.

"Financial Assistance Agreement" or "FAA" means this Financial Assistance Agreement between the SDWLP by DNR, DOA, and the Municipality, as the same may be amended from time to time in accordance with Section 6.04 hereof.

"Loan" means the loan made by the SDWLP to the Municipality of which the principal will be forgiven pursuant to this FAA at the time Loan disbursements are made.

"Municipality" means OWN_COMM_3, a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and any successor entity.

"Principal Forgiveness" means Financial Assistance received in the form of forgiveness of Loan principal amounts pursuant to the Act or this FAA.

"Project" means the project assigned SDWLP Project No. PROJ_NO_2 by DNR, described in the Project Manager Summary Page (Exhibit C).

"Project Costs" means the costs of the Project that are eligible for financial assistance from the SDWLP under the Act, which are allowable costs under the Regulations or are costs for which DNR granted a variance to a portion of the Regulations to make them allowable, which have been incurred by the Municipality, an estimate of which is set forth in Exhibit A hereto and made a part hereof.

"Project Milestone" means a minimum percentage of the Financial Assistance for which the Municipality should have incurred costs on eligible activities by the end of a specific time period, established to ensure that the Municipality will implement the Project in an expeditious manner.

"Regulations" means chs. NR 166, NR 809, and NR 811, Wis. Adm. Code, the regulations of DNR, ch. Adm. 35, Wis. Adm. Code, the regulations of DOA, adopted pursuant to and in furtherance of the Act, and ch. 145, Wis. Stats, as administered by the Department of Safety and Professional Services, as such may be adopted or amended from time to time.

"Safe Drinking Water Act" means the federal Safe Drinking Water Act, 42 U.S.C. 300f to 300j-26.

"SDWLP" means State of Wisconsin Safe Drinking Water Loan Program, established pursuant to ss.281.59 and 281.61, Wis. Stats., and managed and administered by DNR and DOA.

"Service Line" means the water service piping from the curb stop of a municipally-owned main or service line to the meter or other water utility service terminal on private property.

"State" means the State of Wisconsin.

"Substantial Completion" means the point in time when no further lead service lines are to be replaced by the Municipality using Financial Assistance provided in this FAA or 36 months after execution of the FAA, whichever occurs first.

"Use of American Iron and Steel" means the requirements contained in section 424 of P.L. 114-113, the Consolidated Appropriations Act of 2016.

"Water Diversion Permit" means a DNR permit issued to the Municipality under s. 30.18(2), Wis. Stats., to divert water from a stream or lake in Wisconsin.

"Water System" means all structures, conduits, and appurtenances by means of which water is delivered to consumers except piping and fixtures inside buildings served and service pipes downstream from the curb stop.

Section 1.02. Rules of Interpretation Unless the context clearly indicates to the contrary, the following rules shall apply to the context of this FAA:

(a) Words importing the singular number shall include the plural number and vice versa, and one gender shall include all genders.

(b) All references herein to particular articles or sections are references to articles or sections of this FAA.

(c) The captions and headings herein are solely for convenience of reference and shall not constitute a part of this FAA nor shall they affect its meaning, construction or effect.

(d) The terms "hereby", "hereof", "hereto", "herein", "hereunder", and any similar terms as used in this FAA refer to the FAA in its entirety and not the particular article or section of this FAA in which they appear, and the term "hereafter" means after, and the term "heretofore" means before, the date of delivery of this FAA.

(e) All accounting terms not otherwise defined in this FAA have the meanings assigned to them in accordance with generally accepted accounting principles, and all computations provided for herein shall be made in accordance with generally accepted accounting principles.

ARTICLE II
REPRESENTATIONS

Section 2.01. Representations of the SDWLP The SDWLP represents and warrants as follows:

(a) The SDWLP has complied with the provisions of the Act and has full power and authority to execute and deliver this FAA, consummate the transactions contemplated hereby, and perform its obligations hereunder.

(b) The SDWLP is not in violation of any of the provisions of the Constitution or laws of the State which would affect its powers referred to in the preceding paragraph (a).

(c) Pursuant to ss. 281.59 and 281.61, Wis. Stats., the SDWLP is authorized to execute and deliver the FAA, and to take actions and make determinations that are required of the SDWLP under the terms and conditions of the FAA.

(d) The execution and delivery by the SDWLP of this FAA and the consummation of the transactions contemplated by this FAA shall not violate any indenture, mortgage, deed of trust, note, agreement, or other contract or instrument to which the State is a party or by which it is bound, or to the best of the SDWLP's knowledge, any judgment, decree, order, statute, rule, or regulation applicable to the SDWLP, and all consents, approvals, authorizations, and orders of governmental or regulatory authorities that are required for the consummation of the transactions contemplated thereby have been obtained.

(e) There is no action, suit, proceeding, or investigation at law or in equity before or by any court, public board, or body pending or, to the knowledge of the SDWLP, threatened against or affecting the SDWLP, or to the knowledge of the SDWLP, any basis therefore, wherein an unfavorable decision, ruling, or finding would adversely affect the transactions contemplated hereby or which, in any way, could adversely affect the validity of this FAA or any agreement or instrument to which the State is a party and which is used or contemplated for use in consummation of the transactions contemplated by each of the foregoing.

(f) The Project is on the DNR funding list for the ITA_VALID_SFY state fiscal year.

Section 2.02. Representations of the Municipality The Municipality represents, covenants, and warrants as follows:

(a) The Municipality possesses the legal municipal form of a OWNER_TYPE. The Municipality is located within the State and is a "municipality" within the meaning of the Act, duly organized and existing under the laws of the State, and has full legal right, power, and authority to:

(1) conduct its business and own its properties,
(2) enter into this FAA, and
(3) carry out and consummate all transactions contemplated by the FAA.

(b) The Municipality is in compliance with its Water Diversion Permit (if any).

(c) The governing body of the Municipality has duly approved the execution and delivery of this FAA in the amount of $LOANAMT_T_2, and has authorized the taking of any and all action as may be required on the part of the Municipality and its authorized officers to carry out, give effect to, and consummate the transactions contemplated by the FAA.

(d) This FAA has been duly authorized, executed, and delivered and constitutes a legal, valid, and binding obligation of the Municipality.

(e) There is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board, or body, pending or, to the knowledge of the Municipality, threatened against or affecting the Municipality, or to the knowledge of the Municipality any basis therefore:

(1) affecting the creation, organization, or existence of the Municipality or the title of its officers to their respective offices;

(2) seeking to prohibit, restrain, or enjoin the execution of this FAA;

(3) in any way contesting or affecting the validity or enforceability of this FAA, or any agreement or instrument relating to this FAA, or used or contemplated for use in the consummation of the transactions contemplated by this FAA; or

(4) wherein an unfavorable decision, ruling, or finding could adversely affect the transactions contemplated hereby.

(f) The Municipality is not in any material respect in breach of or in default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party or by which it or any of its properties is bound, and no event has occurred that, with the passage of time, the giving of notice, or both, could constitute such a breach or default. The execution and delivery of this FAA and compliance with the respective provisions thereof shall not conflict with, or constitute a breach of, or default under, any applicable law or administrative regulation of the State or of the United States or any applicable judgment or decree or any agreement or other instrument to which the Municipality is a party, or by which it or any of its property is bound.

(g) The resolution of the Municipality authorizing execution of the Financial Assistance Agreement has been duly adopted by the Municipality and remains in full force and effect as of the date hereof.

(h) The Municipality has full legal right and authority and all necessary permits, licenses, and approvals (other than such permits, licenses, easements, or approvals which are not by their nature obtainable prior to Substantial Completion of the Project) required as of the date hereof to carry on its activities relating to the Project, to undertake and complete the Project, and to carry out and consummate all transactions contemplated by this FAA.

(i) The Municipality represents that it has not made any commitment or taken any action that shall result in a valid claim for any finders' or similar fees or commitments for obtaining the Loan under this FAA.

(j) Each of the facilities constituting a part of the Project is eligible for financing under the Safe Drinking Water Act. The DNR is granting a variance through this FAA to s. NR 166.07(2)(w), Wis. Adm. Code, to allow Service Lines to be eligible for SDWLP funding. Any portions of the Project that are ineligible for financing from the SDWLP are listed within the Project Manager Summary Page attached hereto as Exhibit C. The Municipality intends the Project to be and continue to be an eligible project under the Act during the term of this FAA. The Project has satisfied the requirements of the State Environmental Review Procedures (SERP) contained in the Regulations. The Project is an eligible project under s. 281.61, Wis. Stats.

(k) All amounts shown in Exhibit A of this FAA are costs of a Project eligible for financial assistance under the Safe Drinking Water Act. All proceeds of any borrowing of the Municipality that have been spent and are being paid with the proceeds of the Financial Assistance made hereunder have been spent on Project Costs. All Project Costs are reasonable, necessary, and allocable by the Municipality to the Project under generally accepted accounting principles. None of the proceeds of the Loan shall be used directly or indirectly by the Municipality as working capital or to finance inventory, as opposed to capital improvements.

(l) The Project is in compliance with all applicable federal, state, and local laws and ordinances (including rules and regulations) relating to zoning, building, safety, and environmental quality. The Municipality has complied with and completed all requirements of DNR necessary to commence construction of the Project prior to the date hereof. The Municipality intends to proceed with due diligence to complete the Project pursuant to Section 4.04 hereof.

(m) The Municipality represents that it has satisfied all the applicable requirements in ss. 281.61(3), (4), (5), and (8m), Wis. Stats., ch. NR 166, Wis. Adm. Code, and ch.145, Wis. Stats.

(n) The Municipality is in substantial compliance with all conditions, requirements, and terms of any financial assistance previously awarded through the federal construction grants program and the Wisconsin Fund construction grants program, and the SDWLP.

(o) The Municipality has met all terms and conditions contained within, and certifies that the Project funded through this agreement will result in the entire Service Line being lead-free and that no partial replacement will result in a service line that is still partially lead.

(p) The Municipality represents that it has submitted to DNR a budget estimate and documentation related to all individuals or firms hired to perform work for the Project.

(q) The Municipality acknowledges that, under s. 281.59(11)(b), Wis. Stats., upon breach of contract by the Municipality or upon failure of the Municipality to comply with s. 281.59, Wis. Stats., the State may recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality.

This means that the following State payments would have been subject to this deduction:

	Transportation	State-shared	Total
MUNIAID_3_FY	$MUNIAID_3_TRAN	$MUNIAID_3_STATE	$MUNIAID_3_TOTAL
MUNIAID_1_FY	$MUNIAID_1_TRAN	$MUNIAID_1_STATE	$MUNIAID_1_TOTAL

The amount of State payments anticipated for this year, among others, and as changed or modified from time to time, that are subject to this deduction are:

MUNIAID_2_FY	$MUNIAID_2_TRAN	$MUNIAID_2_STATE	$MUNIAID_2_TOTAL

These are not the entire amounts of State aid distributed to the Municipality. Other State aid is subject to intercept.

The Municipality acknowledges that s. 70.60, Wis. Stats., provides that the State may recover amounts due the SDWLP by adding a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located.

Further, in the event that the Municipality would become eligible to receive State payments, s. 281.59(11)(b), Wis. Stats., provides that, upon breach of contract by the Municipality or upon failure of the Municipality to comply with s. 281.59, Wis. Stats., the State may recover amounts due the SDWLP by deducting those amounts from any State payments due the Municipality.

(r) The representations of the Municipality in the Application are true and correct as of the date of this FAA and are incorporated herein by reference as if fully set forth in this place.

(s) There has been no material adverse change in the financial condition or operation of the Municipality or the Project since the submission date of the Application.

(t) The Municipality acknowledges that it is eligible to receive Financial Assistance in the form of a Loan of $LOANAMT_T_3 with Principal Forgiveness of $PRINFORGIVE_AMT_2 for payment of Project Costs.

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ARTICLE III
FINANCIAL ASSISTANCE PROVISIONS

Section 3.01. Financial Assistance Clause Prior to disbursement, the Financial Assistance shall be held by the SDWLP for the account of the SDWLP. Earnings on undisbursed Loan funds shall be for the account of the SDWLP. Financial Assistance shall be disbursed only upon submission by the Municipality of disbursement requests and approval thereof as set forth in Section 3.02 hereof.

Section 3.02. Disbursement of Financial Assistance

(a) Each disbursement request shall be delivered to DNR. Each request must contain invoices or other evidence acceptable to DNR and DOA that Project Costs for which disbursement is requested have been incurred by the Municipality.

(b) The SDWLP, through its agents, plans to make disbursements of Financial Assistance on a semimonthly basis, upon approval of each disbursement request by DNR and DOA. Such approval by DNR and DOA may require adjustment and corrections to the disbursement request submitted by the Municipality. The Municipality shall be notified whenever such an adjustment or correction is made by DNR or DOA.

(c) Disbursements made to the Municipality are subject to pre- and post-payment adjustments by DNR or DOA.

(1) If the Financial Assistance is not yet fully disbursed, and SDWLP funds were previously disbursed for costs not eligible for SDWLP funding or not eligible under this FAA, the SDWLP shall make necessary adjustments to future disbursements.

(2) If the Financial Assistance is fully disbursed, including disbursements for any costs not eligible for SDWLP funding or not eligible under this FAA, the Municipality agrees to repay to the SDWLP an amount equal to the non-eligible costs within 60 days of notification by DNR or DOA.

(d) The SDWLP or its agent shall disburse Financial Assistance only to the Municipality's account by electronic transfer of funds. The Municipality hereby covenants that it shall take actions and provide information necessary to facilitate these transfers. The Municipality agrees to pay project invoices in a timely manner.

(e) Disbursement beyond ninety-five percent (95%) of the total FAA amount, unless otherwise agreed to by DNR and DOA pursuant to a written request from the Municipality, may be withheld until:

(1) the Municipality certifies in writing to DNR its compliance with applicable Federal requirements;

(2) the Municipality furnishes reports, and provides data and such other information as SDWLP may require prior to Project closeout; and

(3) DNR certifies in writing to DOA the Municipality's compliance with all applicable requirements of this FAA.

Section 3.03. Remedies

(a) If the Municipality:

(1) or any authorized representative is not complying with federal or state laws, regulations, or requirements relating to the Project, and following due notice by DNR the Project is not brought into compliance within a reasonable period of time; or

(2) is not complying with or is in violation of any covenant set forth in this FAA; or

(3) is not in compliance with the Act or the Regulations;

then DNR may, until the Project is brought into compliance or the FAA non-compliance is cured to the satisfaction of DNR or DOA, impose one (1) or more of the following sanctions:

(i) Up to 20% of disbursements otherwise due the Municipality may be withheld.

(ii) Project work may be suspended.

(iii) A court of appropriate jurisdiction to enter an injunction or afford other equitable or judicial relief as the court finds appropriate may be requested by DNR.

(iv) Other administrative remedies may be pursued.

(b) If the Municipality fails to observe or perform any covenant, condition, or agreement on its part under this FAA for a period of thirty (30) days after written notice is given to the Municipality by DNR, specifying the default and requesting that it be remedied, the SDWLP is provided remedies by law and this FAA. These remedies include, but are not limited to, the following rights:

(1) Pursuant to s. 281.59(11)(b), Wis. Stats., DOA shall place on file a certified statement of all amounts due the SDWLP under this FAA. DOA may collect all amounts due the SDWLP by deducting those amounts from any State payments due the Municipality, or add a special charge to the amount of taxes apportioned to and levied upon the county in which the Municipality is located under s. 70.60, Wis. Stats.

(2) In the case of a joint utility system, the SDWLP may bill the users of the Municipality's system directly.

(3) The SDWLP may enforce any right or obligation under this FAA, including the right to seek specific performance or mandamus, whether such action is at law or in equity.

Section 3.04. FAA Effective Date and FAA Term This FAA shall become effective upon its execution and delivery by the parties hereto, and shall remain in effect for a period of 20 years beginning with the date of this FAA.

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ARTICLE IV
CONSTRUCTION OF THE PROJECT

Section 4.01. Construction of the Project The Municipality shall construct the Project, or cause it to be constructed, in accordance with the Application. The Municipality shall proceed with the construction of the Project in conformity with law and with all applicable requirements of governmental authorities having jurisdiction with respect thereto.

Section 4.02. Completion of the Project

(a) The Municipality agrees that it shall undertake and complete the Project for the purposes and in the manner set forth in this FAA and in accordance with all federal, state, and local laws, ordinances, and regulations applicable thereto. The Municipality shall, with all practical dispatch and in a sound and economical manner, complete or cause to be completed, the construction of the Project. The Municipality shall obtain all necessary approvals from any and all governmental agencies prior to construction which are requisite to completion of the Project.

(b) The Municipality shall notify DNR if it fails to meet the following Project Milestones with respect to incurring Project Costs for which the Municipality will request disbursement of the Financial Assistance: Year 1; 20%; Year 2: 60%; Year 3: 100%.

(c) The Municipality shall notify DNR of the Substantial Completion of the Project. At or prior to completion of the Project, the Municipality shall cause to be prepared for the Project as-built plans or other documentation identifying the location of the removal of lead service lines, the depth and location of all new service lines, and the material of the new service lines.

(d) The Municipality shall take and institute such proceedings as shall be necessary to cause and require all contractors and material suppliers to complete their contracts diligently and in accordance with the terms of the contracts including, without limitation, the correcting of defective work.

(e) Upon Final Completion of the Project, the Municipality shall:

(1) complete and deliver to DNR the completed Contract Utilization of Disadvantaged Business Enterprises (DBE) form attached hereto as Exhibit B of this FAA;

(2) prepare and deliver to DNR the completed Federal Requirements Compliance Certification attached hereto as Exhibit D of this FAA; and

(3) obtain all required permits and authorizations from appropriate authorities, if required, for operation and use of the Project.

Section 4.03. No Warranty Regarding Condition, Suitability, or Cost of Project Neither the SDWLP, DOA, nor DNR makes any warranty, either express or implied, as to the Project or its condition or that it shall be suitable for the Municipality's purposes or needs, or that the Financial Assistance shall be sufficient to pay the costs of the Project. Review or approval of any engineering reports, facilities plans, plans and specifications, or other documents, or the inspection of Project construction by DNR does not relieve the Municipality of its responsibility to properly plan, design, build, and effectively operate and maintain the Project as required by laws, regulations, permits, and good management practices. DNR or its representatives are not responsible for increased costs resulting from defects in any plans and specifications or other Project documents. Nothing in this section prohibits a Municipality from requiring more assurances, guarantees, or indemnity or other contractual requirements from any party performing Project work.

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ARTICLE V
COVENANTS

Section 5.01. Application of Financial Assistance The Municipality shall apply the proceeds of the Financial Assistance solely for Project Costs.

Section 5.02. Operation and Maintenance

(a) After completion of the Project, the Municipality shall:

(1) at all times operate the Water System or otherwise cause the Water System to be operated properly and in a sound and economical manner, including proper training of personnel;

(2) maintain, preserve, and keep the Water System or cause the Water System to be maintained, preserved, and kept, in good repair, working order, and condition; and

(3) periodically make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the Water System may be performed properly. The Municipality shall not, during the term of this FAA, without the approval of DNR, discontinue operation of or sell or otherwise dispose of the Water System, except for portions of the Water System sold or otherwise disposed of in the course of ordinary repair and replacement of parts.

Section 5.03. Compliance with Law At all times during construction of the Project and operation of the Water System, the Municipality shall comply with all applicable federal, state, and local laws, ordinances, rules, regulations, permits, approvals, and this FAA, including without limitation, the Act, the Regulations, and the Water Diversion Permit (if any).

Section 5.04. Public Ownership The Municipality shall at all times retain ownership of the Water System to which the Service Lines funded through this FAA are attached.

Section 5.05. Establishment of Project Accounts.

(a) The Municipality shall maintain a separate account that reflects the receipt and expenditure of all SDWLP funds for the Project. All Financial Assistance shall be credited promptly upon receipt thereof and shall be reimbursement for or expended only for Project Costs. The Municipality shall:

(1) permit any authorized representative of DNR or DOA, or agents thereof, the right to review or audit all records relating to the Project or the Financial Assistance;

(2) produce, or cause to be produced, all records relating to any work performed under the terms of this FAA for examination at such times as may be designated by any of them or their authorized representatives;

(3) permit extracts and copies of the Project records to be made by them or their authorized representatives; and

(4) fulfill information requests by them or their authorized representatives.

Section 5.06. Records The Municipality shall retain all files, books, documents, and records relating to construction of the Project for at least three years following the date of Final Completion of the Project, or for longer periods if necessary due to any appeal, dispute, or litigation. All other files and records relating to the Project, including the locations and addresses of the replaced Service Lines, shall be retained so long as

this FAA remains in effect. The locations and addresses of the lead Service Lines replaced for this Project shall be retained for 20 years.

Section 5.07. Project Areas The Municipality shall permit representatives of DNR visual access to the Project and various related records at reasonable times and allow extracts and copies of Project records to be made by DNR representatives.

Section 5.08. Notice of Impaired System The Municipality shall promptly notify DNR and DOA in the case of: any material damage to or destruction of the Project or any part thereof; any actual or threatened proceedings for the purpose of taking or otherwise affecting by condemnation, eminent domain, or otherwise, all or a part of the Water System; any action, suit, or proceeding at law or in equity by or before any governmental instrumentality or agency; or any other event that may impair the ability of the Municipality to construct the Project or operate the Water System.

Section 5.09. Hold Harmless The Municipality shall save, keep harmless, and defend DNR, DOA, and all their officers, employees, and agents, against any and all liability, claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property occurring in connection with or in any way incident to or arising out of the construction, occupancy, use, service, operation, or performance of work in connection with the Project, including acts or omissions of the Municipality's employees, agents, or representatives.

Section 5.10. Nondiscrimination Covenant

(a) In connection with the Project, the Municipality agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Municipality agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provision of the nondiscrimination clause.

(b) The Municipality shall incorporate into all Project contracts which have yet to be executed the following provision: "In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability, or national origin. The contractor further agrees to comply with fair employment practices pursuant to subchapter II of ch. 111, Wis. Stats. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause."

Section 5.11. Employees The Municipality or its employees or agents are not employees or agents of the DNR or DOA for any purpose, including worker's compensation.

Section 5.12. Reimbursement Any payment of Financial Assistance to the Municipality in excess of the amount determined by final audit to be due the Municipality shall be reimbursed to DOA within 60 days after DNR or DOA provides a notice of overpayment.

Section 5.13. Rebates The Municipality agrees to pay to the SDWLP any refunds, rebates, credits, or other amounts received for Project Costs that have already been funded by the SDWLP.

Section 5.14. Maintenance of Legal Existence

(a) Except as provided in par. (b), the Municipality shall maintain its legal existence and shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another legal entity.

(b) A Municipality may consolidate with or merge into any other legal entity, dissolve or otherwise dispose of all of its assets or substantially all of its assets, transfer all or substantially all of its assets to another legal entity (and thereafter be released of all further obligation under this FAA) if:

(1) the resulting, surviving, or transferee legal entity is a legal entity established and duly existing under the laws of Wisconsin;

(2) such resulting, surviving, or transferee legal entity is eligible to receive financial assistance under the Act;

(3) such resulting, surviving, or transferee legal entity expressly assumes in writing all of the obligations of the Municipality contained in this FAA and any other documents the SDWLP deems reasonably necessary to protect its environmental interests and its investment in the Project; and

(4) the SDWLP shall have consented in writing to such transaction, which consent may be withheld in the absolute discretion of the SDWLP.

Section 5.15. Use of American Iron and Steel The Municipality agrees to comply with the requirements for Use of American Iron and Steel contained in Public Law 114-113 for products used in the Project which are made primarily of iron or steel.

Section 5.16. Wage Rate Requirements The Municipality represents that it shall comply with Section 1450(e) of the Safe Drinking Water Act (41 USC 300j-9(e)), which requires that all laborers and mechanics employed by contractors and subcontractors funded directly by or assisted in whole or in part with funding under this Loan shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor (DOL) in accordance with subchapter IV of chapter 31 of title 40, United States Code.

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ARTICLE VI
MISCELLANEOUS

Section 6.01. Notices All notices, certificates, or other communications hereunder shall be sufficiently given, and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, return receipt requested to the addresses set forth below:

(a) Department of Administration
Office of Capital Finance
Environmental Improvement Fund
101 East Wilson Street, 10th Floor
Madison, WI 53702-0004
or
PO Box 7864
Madison, WI 53707-7864

(b) Department of Natural Resources
Bureau of Community Financial Assistance
101 South Webster Street, 2nd Floor
Madison, WI 53702-0005
or
PO Box 7921
Madison, WI 53707-7921

(d) OWN_COMM
OWN_ADDR1_LC
OWN_CITY_ETC_LC

DRAFT

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates, or other communications shall be sent, by giving written notice to the others. Any notice herein shall be delivered simultaneously to DNR and DOA.

Section 6.02. Binding Effect This FAA shall be for the benefit of, and shall be binding upon, the SDWLP and the Municipality and their respective successors and assigns.

Section 6.03. Severability In the event any provision of this FAA shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise affect any other provision hereof.

Section 6.04. Execution in Counterparts This FAA may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.05. Applicable Law This FAA shall be governed by and construed in accordance with the laws of the State, including the Act.

Section 6.06. Further Assurances The Municipality shall, at the request of DNR and DOA, authorize, execute, acknowledge, and deliver such further resolutions, conveyances, transfers, assurances, financing statements, and other instruments as may be necessary or desirable for obtaining funding for this Project and better assuring, conveying, assigning, and confirming the rights, security interests, and agreements granted or intended to be granted by this FAA.

Section 6.07. Termination This FAA may be terminated in whole or in part pursuant to one or more of the following:

(a) The SDWLP and the Municipality may enter into an agreement to terminate this FAA at any time. The termination agreement shall establish the effective date of termination of this FAA, the basis for settlement of termination costs, and the amount and date of payment of any sums due either party.

(b) If the Municipality wishes to terminate all or any part of the Project work unilaterally for which Financial Assistance has been awarded, the Municipality shall promptly give written notice to DNR. If the SDWLP determines that there is a reasonable basis for the requested termination, the SDWLP may enter into a termination agreement, including provisions for FAA termination costs, effective with the date of cessation of the Project work by the Municipality. If the SDWLP determines that the Municipality has ceased work on the Project without reasonable basis, the SDWLP may unilaterally terminate Financial Assistance or rescind this FAA, or both.

Section 6.08. Rescission The SDWLP may rescind this FAA prior to the first disbursement of any funds hereunder if it determines that:

(a) there has been substantial non-performance of the Project work by the recipient without justification under the circumstances;

(b) there is substantial evidence this FAA was obtained by fraud;

(c) there is substantial evidence of gross abuse or corrupt practices in the administration of the Project;

(d) the Municipality has failed to comply with the covenants contained in this FAA; or

(e) any of the representations of the Municipality contained in this FAA were false in any material respect.

IN WITNESS WHEREOF, the SDWLP and the Municipality have caused this FAA to be executed and delivered, as of the date and year first above written.

OWNCOMM_C_4

By:_____
[Name of Highest Elected Official]
[Title -Mayor, President, Town Board Chair, etc.]

Attest:_____
[Name of Clerk or Secretary]
[Title - City, Village, or Town Clerk or Sanitary District or Lake District Secretary

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

By: _____
Authorized Officer

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

By:_____
Authorized Officer

EXHIBIT A

PROJECT BUDGET SHEET SUMMARY

OWNCOMM_C_6
SDWLP Project No. PROJ_NO_4

	Total Project Costs	Costs NOT Eligible for LSL PF	Total LSL Principal Forgiveness Amount
Force Account	PROJAMT_3G		
Engineering	PROJAMT_1A		
Construction/Equipment	PROJAMT_3H		
Miscellaneous Costs	PROJAMT_3J		
TOTAL	TOTAL_PROJ_AMT	ELIG_TOTAL_AMT	PRINFORGIVE_AMT_3

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EXHIBIT B

ENVIRONMENTAL IMPROVEMENT FUND
CONTRACT UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE)

MANDATORY PROJECT CLOSEOUT DOCUMENT

Note: This form is authorized by s. NR 162.14(4)(b)4, Wis. Adm. Code. Receipt of this completed form by the Department is mandatory prior to receiving a final disbursement. The information printed on this form is taken from the completed DBE Subcontractor Utilization Form (EPA Form 6100-4). Any changes or additions made to the list of prime contractors and DBE subcontractors during the construction must be reflected on this form at closeout. Personal information collected on this form will be used for program administration and must be made available to requesters as required by Wisconsin Open Records Law (s. 19.31 – 19.39, Wis. Stats.).

Municipality Name: OWN_COMM_2 Project Number: PROJ_NO_5 Loan/Grant Amount $LOANAMT_T_6
Project Description: PROJ_DESC
Did the municipality satisfy the DBE requirements? ☐ Yes ☐ No (If no, refer to Project Manager Summary Page of the FAA.)

Construction/Equipment/Supplies Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate $	Actual Amount Paid to DBE Firm Municipality Completes at Project Closeout
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE $_____ Total WBE $_____ Total Other $_____

Professional/Technical Services Contracts	Indicate DBE Type	Type of Product or Service *	Contract Estimate $	Actual Amount Paid to DBE Firm Municipality Completes at Project Closeout
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
Prime:	☐ MBE ☐ WBE ☐ Other ☐ N/A			
Sub:	☐ MBE ☐ WBE ☐ Other			
Sub:	☐ MBE ☐ WBE ☐ Other			
				Total MBE $_____ Total WBE $_____ Total Other $_____

*Type of Product or Service examples: landscaping, trucking, supplies, equipment, paving, concrete, plumbing, electrical, excavating, testing, design, etc.

Name of Person Completing This Form	Email Address	Phone Number

Certification		
I certify that, to the best of my knowledge and belief, the information provided on this form is complete and correct.		
Name/Title of Municipal Official	Signature	Date Signed

EXHIBIT C

PROJECT MANAGER SUMMARY PAGE

OWNCOMM_C_7
SDWLP Project No. PROJ_NO_6

1. Project Description: **[PM: include estimated number of private residential LSLs to be replaced, number of private LSLs to be replaced for daycares and schools, street names if muni is limiting what streets they are planning to tackle under this FAA, and, if the private LSLs are being replaced along with a street project within which public service lines are being replaced, identify the associated SDWLP project. Also include info re: whether the private LSLs being replaced are completing previously installed partial replacements. Also describe how the muni is using the money. Are they setting up a municipal program? If so, are they providing residents 100% of the cost to replace private LSLs? 50%? Are they setting up a revolving loan fund? Setting up a rebate program? Include what you know about how the money will be used.]**

2. Ineligible Costs: **[PM: Use template language below if no ineligible costs were identified during project review. If ineligible costs were identified, list amount and description of each ineligible item and the contractor with which it is associated, then delete template language.]**

   There were no ineligible costs identified in the review of this project. If the Department identifies ineligible Project Costs as the Project progresses, the Department will notify the Municipality.

3. Miscellaneous Costs: As shown in the Project Budget Sheet Summary (Exhibit A), SDWLP funding in the amount of **$LOANAMT_3J_3** is included in the Miscellaneous category for:

   - **Bid/RFQ Advertising - $**
   - **Administrative Expenses - $**
   - **Cultural Resource Management (CRM) firm - $**

   (PM must list all items for which funding is included and the dollar amount).

4. DBE Good Faith Effort: **[PM: include brief description of how DBE requirement was met.]**

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EXHIBIT D

FEDERAL REQUIREMENTS COMPLIANCE CERTIFICATION

[Prepare on Municipal Letterhead at Time of Project Completion and Closeout]

The undersigned officials of the OWN_COMM_5 (the "Municipality") hereby certify that, for all expenditures made for construction of DNR Project No. PROJ_NO_3 (the "Project"), the Municipality certifies that after taking into account any national or project-specific waivers approved by the U.S. Environmental Protection Agency, DNR Project No. PROJ_NO_7 has met the requirements for the Use of American Iron and Steel contained in Public Law 114-113, the Consolidated Appropriations Act of 2016. **The municipality further certifies that it has met the prevailing wage requirements of the Davis-Bacon Act. [PM: remove D-B sentence if not required.]**

The above certification is determined, after due and diligent investigation, to be true and accurate to the best of my knowledge.

By: _____ Dated as of: _____
[Name of Highest Elected Official]

Attest: _____ Dated as of: _____
[Name of Clerk or Secretary]

DRAFT

VI

R. C. No. ____ - 16 - 17. By FINANCE. November 21, 2016.

Your Committee to whom was referred R. O. No. 114-16-17 by the City Clerk submitting a claim from Kathleen Doyle for alleged damages to her bathroom when sewer water was forced up through her toilet and sprayed her bathroom; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

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

3.6

R. O. No. 114 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a claim from Kathleen Doyle for alleged damages to her bathroom when sewer water was force up through her toilet and sprayed her bathroom.

Transfer
dept.

City Clerk

DATE RECEIVED 9-6-16 RECEIVED BY MMD

CLAIM NO. 12-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 6'16 AM10:06

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: Kathleen Doyle
2. Home address of Claimant: 327 Niagara Ave
3. Home phone number: 920 889 7604
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) Aug 1, 2016 "early" morning
6. Where did damage or injury occur? (give full description) My home - in my bathroom. Sewer water forcefully sprayed up out of my toilet into my bathroom.
7. How did damage or injury occur? (give full description) I was (after I called the city) told that the 'city' truck was in my neighborhood & had put pressure into the sewer.
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: Clark came to my home AFTER the incident occured.
   (b) Claimant's statement of the basis of such liability: When I called the city immediately after this occurence, a man (employee) told me how it had occured.
9. If the basis of liability is alleged to be a dangerous condition of ~~public~~ private property, complete the following:
   (a) Public property alleged to be dangerous: NA
   (b) Claimant's statement of basis for such liability: NA

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").

shower curtain, toilet seat and cover, towel(s), cotton rug, ...

11. Name and address of any other person injured: The "owner" of this house said "The problem with the sewer backing up was the public works dept. Talk to them not me."

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

Auto: $_____

Property: $_____

Personal injury: $_____

Other: (Specify below $_____

TOTAL $ $500.00

I had to change my days plans and STAY home to "immediately" clean up sewer discharge! (in my home!)

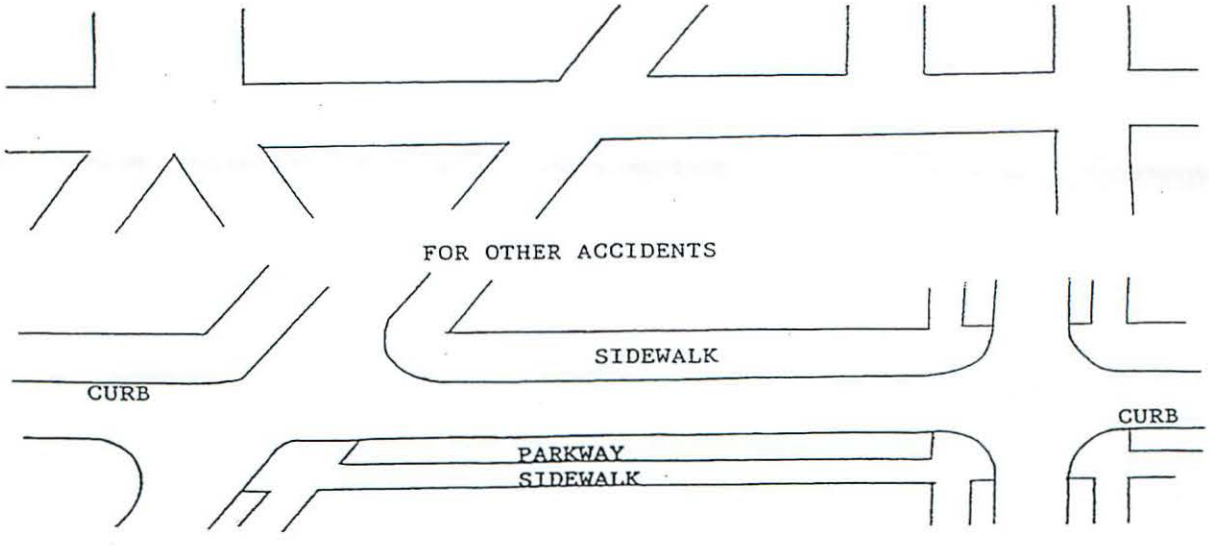
Damaged vehicle (if applicable)

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 Kathleen Doyle DATE Sept 3 2016

DATE RECEIVED 9-6-16 RECEIVED BY MMD

CLAIM NO. 12-16

CLAIM

Claimant's Name: Kathleen Doyle

Claimant's Address: 327 Niagara Ave Sheboygan, WI

Claimant's Phone No. 920 889 7604

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$
TOTAL	$ $500.

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 $ 500.00

In addition to the personal property, my time, the STINK (even in my kitchen), the clean up, the cleaning supplies (and disinfectant). I received extremely bad co operation from a number of city employees. I was promised the city would call the water utility re: my water, sewer... bill. I waited for return calls that NEVER came! I was FORCED to PAY a large outstanding SEWER Bill even after forceful sewer water sprayed from the toilet into the bathroom!

SIGNED Kathleen Doyle DATE: Sept 3, 2016

ADDRESS: 327 Niagara Ave - Sheboygan

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

State of Wisconsin
Governor Scott Walker

Department of Agriculture, Trade and Consumer Protection
Ben Brancel, Secretary

FEB 23 '17 AM 10:52

February 21, 2017

Kathleen Doyle
327 Niagara Ave
Sheboygan WI 53081-4127

RE: File 68597 (Refer to this number when contacting our agency)
City of Sheboygan
828 Center Ave Ste 100
Sheboygan WI 53081-4442

Dear Kathleen Doyle:

Thank you for submitting your complaint about City of Sheboygan.

The laws dealing with this issue are enforced by the agency listed below, so we are forwarding your complaint directly to them:

CITY OF SHEBOYGAN
828 CENTER AVE STE 100
SHEBOYGAN WI 5308-4442

You may contact them directly for information about your complaint.

Sincerely,

Eric D. Brown
Consumer Protection Investigator
Mediation Unit
Bureau of Consumer Protection
Email: Eric.brown@wisconsin.gov
www.facebook.com/wiconsumer

C: City of Sheboygan

WDATCP
FEB 20 2017
Division of Trade & Consumer Protection
Madison, WI
FEB 23 '17 AM10:52

2-17, 2017

To whom it may concern:

Re: $500.00 payment to me, Kathleen Doyle. (See attached claim) This claim was denied.

Following this incident, I again saw a city worker in the street by my home. I literally thought, 'Oh, no. You are NOT going to do this to me, again'. I saw Clark, city employee who had been present after the 1ST incident had occurred. He was helpful and pleasant to me. He told me that the water spraying from my toilet was due to a city mistake. He said the pipes in the street had initially been laid too high up - that the pipes should have been installed deeper.
Also, when I told him that the city had denied my claim, he seemed puzzled. (like - why or how could

my claim be denied? It happened. They did it.)

I worked hard with my claim. I spoke extensively to several people regarding this. It seems I was ignored? - and the claim denied.

After talking to consumer protection, I am again pursuing my claim.

I cannot afford to replace all that was affected, and of course my time and labor.

Sincerely,
Kathleen Doyle

327 Niagara Ave
Sheboygan, WI 53081

Please see following page.

I have also been told that neighborhoods are informed before the city truck puts that pressure into the sewer system. That protocol was NOT followed when my bathroom was 'severely' affected.

DATE RECEIVED Aug 20 459 3361 (Laurie Lapierre)

RECEIVED BY [illegible] 459 3314

CLAIM NO. Lauri 459 3314

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 6'16 AM10:06

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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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: Kathleen Doyle
2. Home address of Claimant: 327 Niagara Ave
3. Home phone number: 920 889 7604
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) Aug 1, 2016 "early" morning
6. Where did damage or injury occur? (give full description) My home - in my bathroom. Sewer water forcefully sprayed up, out of my toilet into my bathroom.
7. How did damage or injury occur? (give full description) I was (after I called the city) told that the 'city' truck was in my neighborhood & had put pressure into the sewer.
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: Clark came to my home AFTER the INCIDENT accured.
   (b) Claimant's statement of the basis of such liability: When I called the city immediately after this occurence, a man (employee) told me how it had occured.
9. If the basis of liability is alleged to be a dangerous condition of ~~public~~ private property, complete the following:
   (a) Public property alleged to be dangerous: NA
   (b) Claimant's statement of basis for such liability: NA

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").

shower curtain, toilet seat and cover, towel(s), cotton rug, ...

11. Name and address of any other person injured: The "owner" of this house said, "The problem with the sewer backing up was the public works dept. Talk to them not me."

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

Auto:	$
Property:	$
Personal injury:	$
Other: (Specify below	$
TOTAL	$ $500.00

I had to change my days plans and STAY home to "immediately clean up sewer discharge in my home!

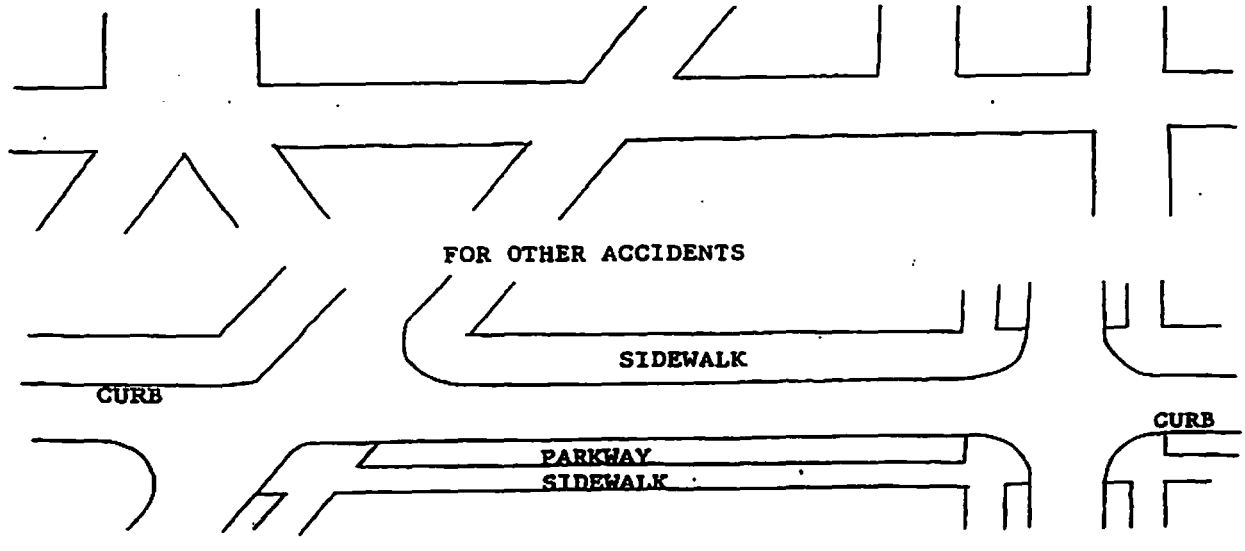
Damaged vehicle (if applicable)

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 Kathleen Doyle DATE Sept 3 2016

DATE RECEIVED _____ RECEIVED BY _____

CLAIM NO. _____

Kathleen CLAIM

Claimant's Name: Doyle

Claimant's Address: 327 Niagara Ave
Sheboygan, WI

Claimant's Phone No. 920 889 7604

Auto $_____

Property $_____

Personal Injury $_____

Other (Specify below) $_____

TOTAL $ $500.

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 $ 500.00

In addition to the personal property, my time, the STINK (even in my kitchen), the clean up, the cleaning supplies (and disinfectant) I received extremely bad co operation from a number of city employees. I was promised the city would call the water utility rej my water, sewer... bill. I waited for return calls that NEVER came! I was FORCED to PAY a large outstanding SEWER Bill even after forceful sewer water

SIGNED Kathleen Doyle DATE: Sept 3, 2016

ADDRESS: 327 Niagara Ave - Sheboygan

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

VI

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 21, 2016.

Your Committee to whom was referred R. O. No. 123-16-17 by the City Clerk submitting a communication from Dennis Radtke regarding safety concerns at the intersection of N. 12th St. and North Ave.; recommends that the documents be 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

Other Matters 7.3

R. O. No. 123 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a communication from Dennis Radtke regarding safety concerns at the intersection of N. 12th St. and North Ave.

PP+S

Jill

City Clerk

Richards, Susan

From: Alderperson Bill Thiel
Sent: Monday, September 19, 2016 9:40 AM
To: Richards, Susan
Subject: FW: Intersection of 12th Street and North Avenue.

Sue can we get this turned in so I can get it on the PPS agenda.
Thanks

From: Alderperson John Belanger
Sent: Friday, September 16, 2016 2:24 PM
To: Alderperson Bill Thiel; Sazama, Ryan
Subject: Fwd: Intersection of 12th Street and North Avenue.

Bill,

Could you please address this issue at your next PPS meeting? Thank you.

John Belanger

Sent from my iPad

Begin forwarded message:

From: Dennis Radtke <dennisradtke@ymail.com<mailto:dennisradtke@ymail.com>>
Date: September 16, 2016 at 12:29:33 PM CDT
To: "todd.wolf@ci.sheboygan.wi.us<mailto:todd.wolf@ci.sheboygan.wi.us>"
<todd.wolf@ci.sheboygan.wi.us<mailto:todd.wolf@ci.sheboygan.wi.us>>, "Alderperson Belanger"
<john.belanger@sheboyganwi.gov<mailto:john.belanger@sheboyganwi.gov>>
Cc: Christopher Domagalski
<christopher.domagalski@sheboyganwi.gov<mailto:christopher.domagalski@sheboyganwi.gov>>
Subject: Intersection of 12th Street and North Avenue.
Reply-To: Dennis Radtke <dennisradtke@ymail.com<mailto:dennisradtke@ymail.com>>

Dear Alderpersons,

I have written to you in the past regarding the intersection of 12th Street and North Avenue in the past. I feel it is necessary to do so again.

I live at this intersection at 1203 North Ave. so I have a front row seat to what I believe could possibly be the most dangerous intersection in the City of Sheboygan. I believe this for the following reasons:

Stop signs were installed to make the intersection a four way stop. Even with the addition of blinking red lights the driving public either doesn't notice the signs or ignores them a great deal of the time. Without exaggeration, I would estimate that half of the stops at this intersection are rolling stops at best. At worst people drive right through them on the North Avenue without slowing down at all.

This neighborhood has turned over in the past few years and there are a lot of kids playing in and around this intersection. In addition, hundreds of kids pass through this area every school day twice a day.

Having lived here when there was no stop sign it seems to me that kids were more aware of oncoming traffic, and, if they needed to, could go to 13th Street and cross at the four way stop. I feel that the kids have a false sense of security now crossing this intersection. I was told that last week a child did get hit by a car either there or nearby.

Having to stop so many times on this boulevard most times of the day it sounds like a drag racing strip with cars squealing their tires and racing to the next stop sign a block down the street. In fact, as I am typing this a blue mustang squealed out of this intersection and reached a high rate of speed followed by a black SUV doing the same.

In the past the Sheboygan Police Department was prudent enough to have a squad at this intersection from time to time. Of course, when faced with an SUV emblazoned with "Sheboygan Police Department" everyone is on their best behavior. Until, of course, the squad leaves.

I am asking that the City of Sheboygan look into either removing the stop signs or replacing them with traffic signals with the option of a "walk button". These lights could also go to flashing yellow when there is no school in session to keep the flow of traffic unfettered.

Thank you for your time and consideration and thank you for your service.

Warmest Regards,

Dennis Radtke
1203 North Ave.
Sheboygan, WI 53083

VI

R. C. No. ____ - 16 - 17. By FINANCE. November 21, 2016.

Your Committee to whom was referred R. O. No. 128-16-17 by the City Clerk submitting a claim from Tomas and Olivia Aguillon for alleged damages to their basement when water came in through the sewer; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.4

R. O. No. 128 - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a claim from Tomas and Olivia Aguillon for alleged damages to their basement when water came in through the sewer.

Finance
Dept

City Clerk

DATE RECEIVED 9-19-16 RECEIVED BY MD.

CLAIM NO. 14-16

CITY OF SHEBOYGAN
SEP 19 2016
FINANCE DEPARTMENT

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 19 '16 PM 3:39

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: Tomas & Olivia Aguillon
2. Home address of Claimant: 1912 Custer Ave Sheboygan Wi 53081
3. Home phone number: (920) 694-1323
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 9/9/16
6. Where did damage or injury occur? (give full description) Basement
7. How did damage or injury occur? (give full description) Water came in the basement throush the Sewer.
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: Yes damage on walls From flooding water.

   (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").

Water left a ring around the walls of basement.

11. Name and address of any other person injured: 0

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

Auto: $ 0

Property: $ 210.00 Receipt Given

Personal injury: $ 0

Other: (Specify below $ 0

TOTAL $

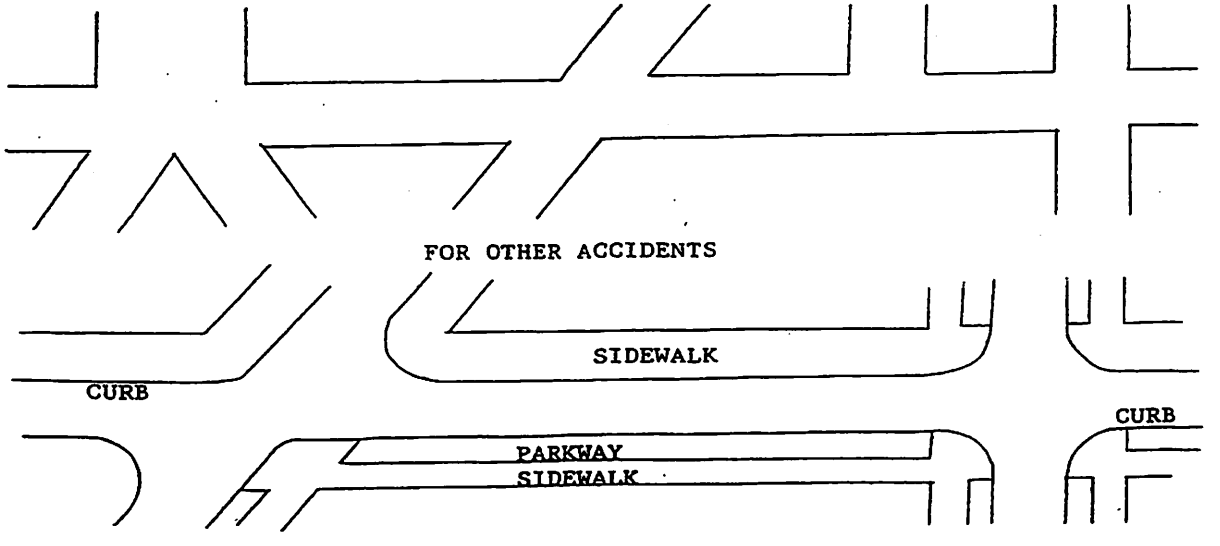
Damaged vehicle (if applicable)

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 _____ DATE _____

DATE RECEIVED 9-19-16 RECEIVED BY MD

CLAIM NO. 14-16

CLAIM

Claimant's Name: Olivia Auguillon

Claimant's Address: 1912 Custer Ave Sheboygan Wi 53081

Claimant's Phone No. 920-694-1323

Auto	$ 0
Property	$ 210.00
Personal Injury	$ 0
Other (Specify below)	$ 0
TOTAL	$ 210.00

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 $ 210.00.

SIGNED Tomas Auguillon Olivia Auguillon DATE: 9-18-16

ADDRESS: 1912 Custer Ave. Sheboygan Wi. 53081

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

EDGEWATER PLUMBING

1416 Kentucky Avenue
Sheboygan, WI 53081
920-452-7586

NAME: Diana Arguillon | DATE: 9/9/16

ADDRESS: 1912 Custer Ave

PHONE: 698-0613

Sheboygan, WI

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RET'D

QTY.	DESCRIPTION	AMOUNT
1.0	Main Cable	125 00
1.0	85an hour	+85
		210 00
	(Jeremiah) Owner paid in full Check # 3044	
	Cabled out 100 to city main.	
	City main backed up	
	Armando 920-334-5524	
	TAX	
	TOTAL	$210 00

RECEIVED BY: Armando

4838

THANK YOU

All claims and returned goods MUST be accompanied by this bill.

State Farm
P.O. Box 106169
Atlanta, GA 30348-6169
Fax: 1-844-236-3646

Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.

StateFarm® Building Estimate Summary Guide

This summary guide is based on a sample estimate and is provided for reference only. Please refer to the estimate for specifics of your claim.

State Farm Insurance

Insured:	Smith, Joe & Jane	Estimate:	00-0000-000
Property:	1 Main Street	Claim number:	00-0000-000
	Anywhere, IL 00000-0000	Policy Number:	00-00-0000-0
Type of Loss:	Other	Price List:	ILBL8F_MAR 13
Deductible:	$1,000.00		Restoration/Service/ Remodel F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total [1]				5,953.10
Material Sales Tax	@	10.000% x 1,520.00		
Subtotal				6,105.10
General Contractor Overhead [2]	@	10.0% x 6,105.10		610.51
General Contractor Profit	@	10.0% x 6,105.10		
Replacement Cost Value (Including General Contractor Overhead and Profit [3]				7,326.12
Less Depreciation (Including Taxes) [4]				(832.50)
Less General Contractor Overhead & Profit on Recoverable & Non - recoverable Depreciation				(166.50)
Less Deductible [5]				
Net Actual Cash Value Payment [6]				

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes) [4]	832.50		
Less Non - recoverable Depreciation (Including Taxes) [7]			
Subtotal		312.50	
General Contractor O&P on Depreciation	166.50		
Less General Contractor O&P on Non - recoverable Depreciation			
Subtotal			
Total Maximum Additional Amounts Available If Incurred [8]			
Total Amount of Claim If Incurred [9]			

Claim Representative

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

1. **Line Item Total –** Total value of all line items in the estimate plus possible adjustments for *labor minimums. Labor Minimum* is to cover a certain minimum number of hours for drive-time, set up time and applicable administrative costs and repairs.
2. **General Contractor's Overhead and Profit –** General contractor's charge for coordinating your repairs.
3. **Replacement Cost Value (RCV) –** Estimated cost to repair or replace damaged property.
4. **Depreciation –** The decrease in the value of property over a period of time due to wear, tear, condition, and obsolescence. A portion or all of this amount may be eligible for replacement cost benefits.
5. **Deductible –** The insurer will pay for losses, up to the policy limits, in excess of your applicable deductible.
6. **Net Actual Cash Value Payment (ACV) –** The repair or replacement cost of the damaged part of the property less *depreciation* and *deductible.*
7. **Non Recoverable Depreciation –** *Depreciation* applied to items that are not eligible for replacement cost benefits.
8. **Total Maximum Additional Amount if Incurred –** Total amount of recoverable depreciation after actual repair or replacement of the property.
9. **Total Amount of Claim if Incurred –** Total amount of the claim, including *net actual cash value payment and total maximum additional amount available if incurred.*

SAMPLE

Insured:	AGUILLON, OLIVIA	Estimate:	49-969S-150
Property:	1912 Custer Ave Sheboygan, WI 53081-6130	Claim Number:	49969S150
		Policy Number:	49-EY-2036-0
Home:	920-694-1323	Price List:	WIAP28_SEP16
Cellular:	920-698-0613		Restoration/Service/Remodel
Type of Loss:	Backup of Sewer or Drain		
Deductible:	$1,325.00		
Date of Loss:	9/9/2016		

Summary for Coverage A - Dwelling - 47 Sewer and Drain Loss

Line Item Total	3,435.10
Material Sales Tax	6.15
Services Mat'l Tax	1.45
Subtotal	3,442.70
General Contractor Overhead	344.31
General Contractor Profit	344.31
Service Sales Tax	140.30
Replacement Cost Value (Including General Contractor Overhead and Profit)	4,271.62
Less Depreciation (Including Taxes)	(3.50)
Less General Contractor Overhead & Profit on Recoverable & Non-recoverable Depreciation	(0.70)
Less Deductible	(1,325.00)
Net Actual Cash Value Payment	$2,942.42

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	3.50		
General Contractor O&P on Depreciation	0.70		
Replacement Cost Benefits		4.20	
Total Maximum Additional Amount Available If Incurred			4.20
Total Amount of Claim If Incurred			$2,946.62

Dean, Sue
844-458-4300

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

Please be advised any legal action concerning this claim must be initiated within 1 year from the date of loss.

The estimate includes labor and equipment to mitigate the water damage to your property. A Water Mitigation Company is recommended to assist in the mitigation of your damage. Should you choose to solicit the service of a Water Mitigation Company, the related mitigation labor and equipment in this estimate is to be applied toward their services. Any additional charges should be submitted to State Farm for review.

StateFarm

Explanation of Building Replacement Cost Benefits
Homeowner Policy
Coverage A - Dwelling - 47 Sewer and Drain Loss

To: Name: AGUILLON, OLIVIA
Address: 1912 Custer Ave
City: Sheboygan
State/Zip: WI, 53081-6130

Insured:	AGUILLON, OLIVIA	Claim Number:	49969S150
Date of Loss:	9/9/2016	Cause of Loss:	DRAIN BCK

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and

2. Notify us within 30 days after the work has been completed.

3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

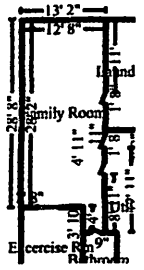
Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is $4,271.62 . The enclosed claim payment to you of $2,942.42 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is $ 4.20 .

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

Main Level

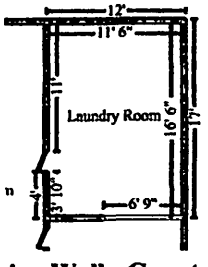


Family Room **Height: 7'**

607.11	SF Walls	369.11	SF Ceiling
976.22	SF Walls & Ceiling	369.11	SF Floor
89.67	LF Ceil. Perimeter	86.58	LF Floor Perimeter

Missing Wall - Goes to Floor **3' 1" X 6' 8"** **Opens into EXCERCISE_RM**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
53. Air mover (per 24 hour period) - No monitoring							
12.00 EA	25.36	18.26	60.86	383.44			383.44
54. Dehumidifier (per 24 hour period) - No monitoring							
3.00 EA	54.57	9.83	32.74	206.28			206.28
1. Content Manipulation charge - per hour							
3.00 HR	34.50	0.00	20.70	124.20			124.20
17. Water extraction from hard surface floor - Cat 3 water							
369.11 SF	0.69	15.28	50.94	320.91			320.91
9. Apply anti-microbial agent							
369.11 SF	0.20	5.01	14.88	93.71			93.71
16. Clean baseboard							
86.58 LF	0.22	1.14	3.82	24.01			24.01
7. Clean floor							
369.11 SF	0.26	5.76	19.20	120.93			120.93
Totals: Family Room		**55.28**	**203.14**	**1,273.48**		**0.00**	**1,273.48**



Laundry Room **Height: 7'**

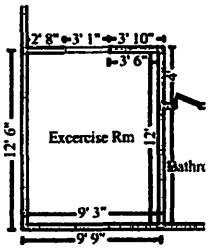
347.00	SF Walls	189.75	SF Ceiling
536.75	SF Walls & Ceiling	189.75	SF Floor
56.00	LF Ceil. Perimeter	49.25	LF Floor Perimeter

Missing Wall - Goes to Floor **6' 9" X 6' 8"** **Opens into UTILITY_ROOM**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
55. Air mover (per 24 hour period) - No monitoring							
6.00 EA	25.36	9.13	30.44	191.73			191.73
38. Content Manipulation charge - per hour							
2.00 HR	34.50	0.00	13.80	82.80			82.80

CONTINUED - Laundry Room

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
39. Water extraction from hard surface floor - Cat 3 water							
189.75 SF	0.69	7.86	26.18	164.97			164.97
40. Apply anti-microbial agent							
189.75 SF	0.20	2.57	7.66	48.18			48.18
41. Clean floor							
189.75 SF	0.26	2.96	9.86	62.16			62.16
Totals: Laundry Room		**22.52**	**87.94**	**549.84**		**0.00**	**549.84**

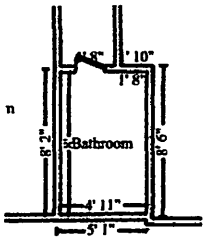


Excercise Rm **Height: 7'**

276.94	SF Walls	111.00	SF Ceiling
387.94	SF Walls & Ceiling	111.00	SF Floor
42.50	LF Ceil. Perimeter	39.42	LF Floor Perimeter

Missing Wall - Goes to Floor **3' 1" X 6' 8"** **Opens into FAMILY_ROOM**

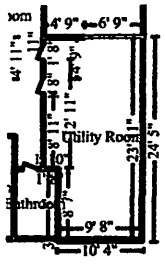
QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
56. Air mover (per 24 hour period) - No monitoring							
6.00 EA	25.36	9.13	30.44	191.73			191.73
22. Content Manipulation charge - per hour							
2.00 HR	34.50	0.00	13.80	82.80			82.80
23. Water extraction from hard surface floor - Cat 3 water							
111.00 SF	0.69	4.60	15.32	96.51			96.51
24. Clean floor							
111.00 SF	0.26	1.73	5.78	36.37			36.37
25. Apply anti-microbial agent							
111.00 SF	0.20	1.51	4.48	28.19			28.19
26. Clean baseboard							
39.42 LF	0.22	0.52	1.74	10.93			10.93
Totals: Excercise Rm		**17.49**	**71.56**	**446.53**		**0.00**	**446.53**



Bathroom **Height: 7'**

180.83	SF Walls	39.33	SF Ceiling
220.17	SF Walls & Ceiling	39.33	SF Floor
25.83	LF Ceil. Perimeter	25.83	LF Floor Perimeter

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
57. Air mover (per 24 hour period) - No monitoring							
3.00 EA	25.36	4.56	15.22	95.86			95.86
28. Water extraction from hard surface floor - Cat 3 water							
39.33 SF	0.69	1.63	5.42	34.19			34.19
29. Clean floor							
39.33 SF	0.26	0.61	2.04	12.88			12.88
30. Apply anti-microbial agent							
39.33 SF	0.20	0.54	1.60	10.01			10.01
31. Clean baseboard							
20.83 LF	0.22	0.28	0.92	5.78			5.78
32. R&R Toe kick - pre-finished wood - 1/2"							
2.50 LF	9.04	0.55	4.66	27.81	5/50 yrs Avg.	(2.81) 10.00%	25.00
35. Stain & finish toe-kick							
2.50 LF	0.93	0.02	0.46	2.81	5/15 yrs Avg.	(0.95) 33.33%	1.86
Totals: Bathroom		**8.19**	**30.32**	**189.34**		**3.76**	**185.58**



Utility Room **Height: 7'**

450.83	SF Walls	259.31	SF Ceiling
710.14	SF Walls & Ceiling	259.31	SF Floor
70.83	LF Ceil. Perimeter	64.08	LF Floor Perimeter

Missing Wall - Goes to Floor **6' 9" X 6' 8"** **Opens into LAUNDRY_ROOM**

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
42. Content Manipulation charge - per hour							
4.00 HR	34.50	0.00	27.60	165.60			165.60
58. Air mover (per 24 hour period) - No monitoring							
12.00 EA	25.36	18.26	60.86	383.44			383.44

CONTINUED - Utility Room

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
43. Water extraction from hard surface floor - Cat 3 water							
259.31 SF	0.69	10.74	35.78	225.44			225.44
44. Apply anti-microbial agent							
259.31 SF	0.20	3.52	10.46	65.84			65.84
45. Clean floor							
259.31 SF	0.26	4.04	13.48	84.94			84.94
48. Paneling							
140.00 SF	1.82	4.62	51.88	311.30			311.30
46. Remove Paneling							
140.00 SF	0.24	0.00	6.72	40.32			40.32
Includes: Paneling, construction adhesive, finish nails, and installation labor.							
49. R&R Baseboard - 2 1/4"							
24.00 LF	2.32	0.96	11.34	67.98	1/150 yrs Avg.	(0.44) 0.67%	67.54
Includes: Baseboard, finish nails, and installation labor. Labor cost to remove baseboard and to discard in a job-site waste receptacle.							
59. Haul debris - per pickup truck load - including dump fees							
1.00 EA	110.32	0.00	22.06	132.38			132.38
Totals: Utility Room		**42.14**	**240.18**	**1,477.24**		**0.44**	**1,476.80**

Area Totals: Main Level

1,862.72 SF Walls	968.50 SF Ceiling	2,831.22 SF Walls and Ceiling	
968.50 SF Floor	1,038.61 Total Area	265.17 LF Floor Perimeter	
968.50 Floor Area	133.17 Exterior Perimeter of Walls	284.83 LF Ceil. Perimeter	
1,065.33 Exterior Wall Area		1,862.72 Interior Wall Area	

Total: Main Level		**145.62**	**633.14**	**3,936.43**		**4.20**	**3,932.23**

Labor Minimums Applied

QUANTITY	UNIT PRICE	TAX	GCO&P	RCV	AGE/LIFE CONDITION	DEPREC. DEP %	ACV
* 21. Cleaning labor minimum							
1.00 EA	37.93	2.28	7.58	47.79			47.79
* 34. Cabinetry labor minimum							
1.00 EA	118.26	0.00	23.66	141.92			141.92
* 37. Painting labor minimum							
1.00 EA	121.24	0.00	24.24	145.48			145.48
Totals: Labor Minimums Applied		**2.28**	**55.48**	**335.19**		**0.00**	**335.19**

AGUILLON, OLIVIA 49-969S-150

Line Item Totals: 49-969S-150	**147.90**	**688.62**	**4,271.62**	**4.20**	**4,267.42**

Grand Total Areas:

1,862.72	SF Walls	968.50	SF Ceiling	2,831.22	SF Walls and Ceiling
968.50	SF Floor			265.17	LF Floor Perimeter
				284.83	LF Ceil. Perimeter
968.50	*Floor Area*	1,038.61	*Total Area*	1,862.72	*Interior Wall Area*
1,065.33	Exterior Wall Area	133.17	Exterior Perimeter of Walls		

VII

R. C. No. ___ - 16 - 17. By LAW AND LICENSING. November 21, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 140-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends granting the following license with instructions to correct the application:

No.	Name	Address
1528	Moan, Chad R.	2607 N. 8th St.

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

VII

R. C. No. ___ - 16 - 17. By LAW AND LICENSING. November 21, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 156-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, December 31, 2017,June 30, 2017 and June 30, 2018; recommends granting the following licenses with various caveats:

CHANGE OF AGENT

*Roger Ugarte is replacing Anthony Fechter as agent for Shevegas Nightclub located at 1133 Michigan Ave. effective immediately.

***grant contingent on payment of outstanding forfeiture owed to the Municipal Court**

"CLASS B" LIQUOR LICENSE (June 30, 2017)

No.	Name	Address
3226	Club Michigan II	908 Michigan Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

No.	Name	Address
1685	Bonelli, Robyn	1812 Superior Ave.
2727	Bonjour Massage	1327 N. 8th St.
2804	Reflections Spa	

Consent

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
1552	Alvarez, Fernando A.	1405 N. 6th St.
1241	Bowe, Keith L.	9723 Glenflora Rd., Kiel
1561	Cortez, Amber E.	1511 Ashland Ave.
9450	Dohse, Kelly A.	1519 S. 21st St.
1559	Gabrishg, Patricia M.	903 Paige Ct.
1053	Gahagan, Dacoda C.	1607 S. 26th St.
*0525	Kratz, Robert D.	1702 Cedar Grove Dr., #2A, Manitowoc

***grant contingent on the application being corrected and with a warning to include all violations on future applications**

1789	Nielson, Lori M.	1833 N. 24th St.
*1555	Palmer, Darrick V.	1641 N. 11th St.

***grant contingent on the application being corrected and with a warning to include all violations on future applications**

1162	Reinemann, Kelly J.	3002 S. 20th St.
9421	Rowe, Cole M.	1643A N. 3rd St.

1061 Seymour, Paul E. 634 Fairview Dr., Plymouth

TAXICAB DRIVER'S LICENSE(**NEW**) (December 31, 2017)

No.	Name	Address
1011	Cevaal, Jacob Adam	2101 N. 9th St.

TAXICAB DRIVER'S LICENSE(**RENEW**) (December 31, 2017)

No.	Name	Address
6884	Adomavich, David H.	1107 Erie Ave.
1133	Butler, Eva M.	1921 Garfield Ave.
9714	Gering, Kevin W.	2406 Main Ave.
5170	Gilbertson, Stephen J.	1216 N. 29th St.

_____ _____

_____ _____

_____ _____

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

VI

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 21, 2016.

Your Committee to whom was referred R. O. No. 157-16-17 by the Fire Chief pursuant to Section 50-494 of the Municipal Code, submitting his quarterly report for the period commencing July 1, 2016 and ending September 30, 2016; recommends that the document be accepted and placed on file.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

9.1

R. O. No. 157 - 16 - 17. By FIRE CHIEF. November 7, 2016.

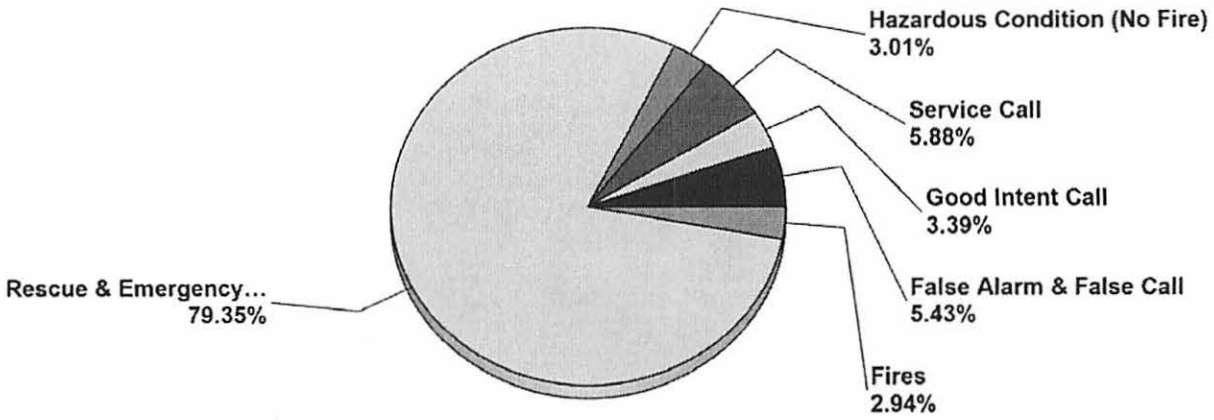
Pursuant to Section 50-494 of the Municipal Code, I herewith submit my quarterly report for the period commencing July 1, 2016, and ending September 30, 2016.

Fire Chief

SHEBOYGAN FIRE DEPARTMENT

Quarterly Report of Departmental Activity for the period 7/1/2016 - 9/30/2016

INCIDENT RESPONSES



INCIDENT TYPES	2016	2015
Fires	39	38
Overpressure rupture, explosion, overheat - no fire	0	1
Rescue & Emergency Medical Service	1053	1038
Hazardous Condition (No Fire)	40	38
Service Call	78	110
Good Intent Call	45	54
False Alarm & False Call	72	64
Severe Weather & Natural Disaster	0	0
TOTAL	1327	1343

3RD QUARTER INCIDENT COUNT PER STATION

STATION/AREA	2016	2015
Out of City	10	11
Station 1	429	422
Station 2	260	226
Station 3	286	324
Station 4	200	229
Station 5	142	131

3RD QUARTER FIRE LOSSES

	2016	2015
Number of Incidents	22	15
Total Property Loss	$ 305,219.00	$ 263,750.00
Total Content Loss	$ 108,950.00	$ 166,545.00
Total Losses	$ 414,169.00	$ 430,295.00
Average Loss	$ 18,825.00	$ 28,686.00

VI

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 21, 2016.

Your Committee to whom was referred R. O. No. 159-16-17 by the City Clerk submitting a communication from Alderperson Draughon on behalf of Mary Beth Martin along with a petition regarding the YMCA crosswalk on Broughton Dr., as a number of people have voiced their concerns regarding the traffic not yielding to pedestrians; recommends that the documents be placed on file.

Concur

_____ _____

_____ _____

_____ _____

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

4.1

R. O. No. 159 - 16 - 17. By CITY CLERK. November 7, 2016.

Submitting a communication from Alderperson Draughon on behalf of Mary Beth Martin along with a petition regarding the YMCA crosswalk on Broughton Dr. as a number of people have voiced their concerns regarding the traffic not yielding to pedestrians and overall safety.

Pub Prot & Safety

File

City Clerk

Richards, Susan

From: Alderperson Roman Draughon
Sent: Tuesday, October 25, 2016 9:38 AM
To: Richards, Susan
Subject: RE: Council documents
Attachments: signatures1.jpg; signatures2.jpg

Hi Sue,

Could you please add this to the agenda for the next Common Council meeting to be referred to Public Works?

I received a call from Mary Beth Martin, 2309 N. 23rd street, regarding the YMCA crosswalk on Broughton Ave. A number of people have voiced their concerns regarding the traffic not yielding to pedestrians and overall safety concerns. A petition (attached) is attached from participants in the senior classes asking for this matter to be addressed. Mary Beth said that they would like to see some sort of signage that clearly states that traffic is to yield (in addition to the standard yield sign) in type that is easy to read, etc.

I've invited Mary Beth to attend the Public Works meeting to discuss this firsthand and to find a solution that works for everyone.

Thanks!

Roman

From: Richards, Susan
Sent: Monday, October 24, 2016 12:57 PM
To: Alderpersons; Department Heads; Sazama, Ryan; Bernie R. Rammer (bernie.rammer@sheboygancounty.com); Hofland, Darrell; Hoffman, Kathryn; Gorges, Wendy; Duellman, Janet; Leonhardt, Vicki; Biebel, David; Albright, Jennifer; Rajer, Mary; Diener, Sandy
Subject: Council documents

Good Afternoon everyone –
Please get me all documents for the next Council meeting no later than this Wed., Oct.26th by 5 p.m. (PP&S early Thursday).
I will be finalizing the full agenda on Thursday and publishing it on Friday, Oct. 28th.
The next Council meeting is Nov. 7th so please plan ahead.
Our office will have to concentrate 99.99% on the election process this week and next week.
I appreciate everyone understanding that the agenda will be closed and published this coming Friday.

Chad, Mike and Darrell – please let me know of any possible closed sessions, presentations, etc. by Wednesday.

Thank to you all.....
Sue

Walk SAFETY AT THE "Y"
(2) SENIOR Classes

Mary Beth Martin	2309 N. 23rd St
Edna Katt	622 Grand Ave
Marlene	N6909 Prairie Ridge Ct.
Linda	1150 Tasswood Dr
Bonnie	2235 N 25 St
Liz S	330 Vollrath Blvd
Sue F	4224 Glenwood Sheb
Sue Hibl	105 Highland Dr., Glenbeulah
Sheila	1306 Castle Ave
DEB	2416 W MARK DR
Pat	1527 Castle AVE
Susan Wagner	2434 N 28 St.
Jeff Brzezinski	2118 N 8th st
Colleen Brzezinski	" "
VICTOR KNOP	1016 MEAD AVE. SHEB.
DON HOLMES	HOWARDS GROVE
Georgia Otto	38 Pennsylvania
Mary Ann	1637 N. 10th St
Dick Edwards	2404 N. 31 st
Donna "	2404 N. 31 st
Pam Driscoll	427 N. Field Dr
Evelyn Prevenas	914 N. 11th St Apt 104
J S Bentley	10010 Windpoint Dr. Cedarburg
Marie Vorland	N6890 Christian Rd

Xwalk Safety at the "Y"

② Senior Classes

NAME	Address
Jane Holmes	1008 Whittier Howard Grove
Linda Rasmussen	3426 N. 37th Sheb 53083
Charlene Stegemeyer	2321 No. 26 St Sheboygan 53083
Renee Gilbert	3425 Elm Circle Sheb
Shirley Horn	5015 Playbird Rd Sheb
Kathy Slabe	3643 Hannon Rd, Sheboygan
Patricia E. Weber	3212 Saemann Ave. Sheb.
Sharon Hubanks	2233 N. 28 Sheb.
Mary Jane Jacoby	3729 S. 13 St Sheb.
Judy Wagner	929 Wilson Ave. Sheb
Sue DeBroad	1105 Forest Ave Sheb.
Teresa Claesbro	N5612 Meadowlark - Sheb. Falls
Sarah Foelske	Sheboygan

VIII

R. C. No. ___ - 16 - 17. By FINANCE. November 21, 2016.

Your Committee to whom was referred Res. No. 122-16-17 by Alderperson Donohue authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone among the City of Sheboygan, Town of Sheboygan and Town of Wilson; recommends that 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

Other Matters

9.3

Res. No. 122- 16 - 17 . By Alderperson Donohue. November 7, 2016.

A RESOLUTION authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone among the City of Sheboygan, Town of Sheboygan and Town of Wilson.

WHEREAS, pursuant to §66.0301, Wis. Stats., the municipalities of the CITY OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("City"), the TOWN OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town") and the TOWN OF WILSON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Wilson"), collectively the "Municipalities", desire to enter into an Intergovernmental Agreement in order to jointly conduct tourism promotion and tourism development within the Municipalities; and,

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, and other persons furnishing accommodations (collectively "Operators") which are available to the public ("Room Tax") pursuant to §66.0615 Wis. Stats. ("Room Tax Act"); and,

WHEREAS, recent changes to the Room Tax Act removed the ability of a municipality to directly spend Room Tax revenues on tourism promotion and development, instead requiring such revenues be forwarded to a Room Tax Commission ("Commission") or to a qualifying tourism entity; and,

WHEREAS, the Room Tax Act also sets forth requirements relating to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development within an area ("Tourism Zone") made up of two or more municipalities that is a single destination as perceived by the traveling public; and,

WHEREAS, the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is perceived by the traveling public as a single destination and creation of a Tourism Zone representing said municipalities is needed to ensure the continued promotion of the Sheboygan area; and,

WHEREAS, it is in the best interest of the City of Sheboygan to participate in the creation of a Room Tax Commission for said Tourism Zone.

NOW, THEREFORE BE IT RESOLVED, that the City of Sheboygan does hereby acknowledge that the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is a Tourism Zone pursuant to the Room Tax Act; and,

BE IT FURTHER RESOLVED, that the City of Sheboygan does hereby approve the creation of a Room Tax Commission in order to jointly conduct tourism promotion and tourism development within the Municipalities; and,

Finance approval.

BE IT FURTHER RESOLVED, that the City of Sheboygan does hereby approve the attached Room Tax Commission and Tourism Zone Agreement ("Agreement") pursuant to the Intergovernmental Cooperation provisions of §66.0301, Wis. Stats.in form substantially similar to the documents attached hereto and incorporated herein by this reference; and,

BE IT FURTHER RESOLVED, that each party to the Agreement shall adopt the attached Model Room Tax Ordinance in order to ensure that the Agreement complies with the Room Tax Act; and,

BE IT FURTHER RESOLVED, that Sheboygan Area Room Tax Commission created by said Agreement shall continue in existence for as long as the municipalities continue to impose a Room Tax pursuant to §66.0615, Wis. Stats., and shall not terminate until official action to do so has been taken by the governing bodies of each party hereto.

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

ROOM TAX COMMISSION AND TOURISM ZONE AGREEMENT

Pursuant to §66.0301, Wis. Stats., the municipalities of the CITY OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Sheboygan"), the TOWN OF SHEBOYGAN, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Sheboygan") and the TOWN OF WILSON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Town of Wilson"), enter into this Room Tax Commission and Tourism Zone Agreement ("Agreement") on this, the ___ day of _____, 2016, for the purposes of coordinating the promotion and development of tourism within the Municipalities.

WHEREAS, the Wisconsin legislature has established statutory guidelines for the collection of a tax on the privilege of furnishing, at retail, rooms or lodging to transients by hotelkeepers, motel operators, and other persons furnishing accommodations (collectively "Operators") which are available to the public ("Room Tax") pursuant to 66.0615 Wis. Stats. ("Room Tax Act"); and;

WHEREAS, the Room Tax Act sets forth requirements related to the formation of a Room Tax Commission to coordinate tourism promotion and tourism development for a Zone using Room Tax revenues when two (2) or more municipalities are located in a Zone, as that term is defined in the Room Tax Act and the imposition of Room Tax within a Zone by the Municipalities; and

WHEREAS, the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is perceived by the traveling public as a single destination and the parties to this Agreement have acknowledged that the area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson is a Tourism Zone pursuant to the Room Tax Act; and,

WHEREAS, the Municipalities desire to enter into this Agreement in order to ensure uniformity in the collection and use of all Room Taxes collected in accordance with the Room Tax Act, create a Sheboygan Area Room Tax Commission ("Commission"), set ongoing procedural requirements for the Commission, and confirm the operations of the Commission are conducted in accordance with recent amendments to the Room Tax Act; and

WHEREAS, it is in the best interest of the parties to this agreement to participate in the creation of a Room Tax Commission for said Tourism Zone;

NOW THEREFORE, for valuable consideration and mutual benefit, the sufficiency of which is hereby acknowledged, it is agreed by the contracting municipalities as follows:

1. Recitals. The above recitals are incorporated by reference herein and made a part hereof.

2. Confirmation of Tourism Zone. The geographic area encompassing the Municipalities is hereby confirmed to be a single destination as perceived by the

traveling public, and, therefore, a Tourism Zone, as that term is used in the Room Tax Act. It shall be referred to as the "Sheboygan Area Tourism Zone" ("Zone").

3. Room Tax Commission. The parties hereby create the "Sheboygan Area Room Tax Commission" ("Commission"), which shall be tasked with coordinating and promoting tourism and tourism development within the Zone and doing all other things necessary to accomplish its purposes as provided for by the Room Tax Act.

4. Room Tax. The Room Tax Act requires any Room Tax levied by a Municipality in the Zone be uniform. The parties hereby agree to levy a Room Tax of eight (8) percent. Additionally, the parties hereby agree to adopt a uniform model Room Tax Ordinance, a copy of which is attached as Appendix A.

5. Use of Room Tax Revenues. Except as otherwise provided in this agreement, each Municipality shall collect and forward Room Tax collected to the Sheboygan Area Room Tax Commission or its designees or assigns, for the funding of the coordination of tourism promotion and tourism development activities for the Sheboygan Area Tourism Zone.

6. Exception. The existing agreement between the City of Sheboygan and Sheboygan Acquisitions, LLC (Blue Harbor Conference Center), utilizing revenues collected from a Room Tax imposed to pay debt service on bonds to finance the construction of the Blue Harbor Conference Center shall be excluded from the funds required to be paid to the Room Tax Commission until the bonds are due, effective November 1, 2018.

7. Designation of Tourism Entity. The parties hereby appoint the Sheboygan County Chamber of Commerce to act as the "Tourism Entity" pursuant to §66.0626(1)(f), Wis. Stats., for the purpose of providing staff, support services and assistance to the Commission in developing and implementing programs to promote the Zone to visitors. Said services and programs shall be fully set forth via an agreement between the Sheboygan Area Room Tourism Zone and the Sheboygan County Chamber of Commerce.

8. Membership of Commission. The membership, including the procedures related to confirmation of appointment, of the Commission shall be consistent with §66.0615(1m)(c), Wis. Stats., as follows:

   a. Members appointed by each municipality. Each municipality shall on an annual basis appoint members as follows:

      1. Each municipality in which annual tax collections exceed $1,000,000.00 shall appoint three members;

2. Each municipality in which annual tax collections exceed $300,000 but are not more than $1,000,000 shall appoint two members;
3. Each municipality in which annual tax collections are $300,000 or less shall appoint one member.

The members appointed pursuant to this subsection shall be appointed by the principal elected official in the relevant Municipality and shall be confirmed by a majority vote of the member of the Municipality's governing body who are present when the vote is taken. Commissioners shall serve for a one-year term, at the pleasure of the appointing official, and may be reappointed.

b. Members appointed by chairperson. Two additional members, representing the Sheboygan area hotel and motel industry, shall be appointed to the Commission by the chairperson of the commission. Said members shall serve one-year terms at the pleasure of the chairperson and may be reappointed.

9. Meetings and Appointment of officers. The members of the Commission shall meet regularly and shall, from among its members, elect a chairperson, vice chairperson and secretary.

10. Duties. The Commission shall have the following power, rights, and duties:

a. The Commission shall monitor and receive Room Taxes from each Municipality within the Zone in accordance with the provisions of this resolution;

b. The Commission shall contract with the Sheboygan County Chamber of Commerce to obtain staff, support services and assistance in developing and implementing programs to promote the Sheboygan Area Tourism Zone to visitors;

c. The Commission shall report no less than annually regarding the expenditure of Room Tax revenue to each Municipality from which it receives Room Tax revenue, including setting forth the purposes for which the revenues were spent;

d. The Commission shall report any delinquencies or inaccurate reporting it becomes aware of to the Municipality collecting the Room Tax;

e. The Commission shall arrange to have each Municipality prepare similar forms for use by Operators in reporting and remitting quarterly Room Tax payments,

f. The Commission shall report to the participating municipalities the name of any municipality failing to make proper reports to the room tax commission and shall collect from any delinquent municipality those room taxes that such municipality has failed to turn over to the room tax commission;

g. The Commission shall make available financial records and meeting minutes for inspection and copying upon the request of any Municipality; and

h. The Commission may delegate or assign its powers, rights and duties hereunder as it deems necessary and prudent, so long as said delegation or assignment is lawful.

11. Open Meetings and Public Records. The Commission shall be subject to the provisions of the Wisconsin Open Meetings and Open Records laws, as amended from time to time. Any contract entered into between the Sheboygan Area Room Tax Commission and the Sheboygan County Chamber of Commerce, shall require that all records and meetings of the commission, pursuant to or related to the performance of that contract, shall be subject to the Open Meetings of Governmental Bodies as well as the Public Records and Property law, respectively.

12. Municipal Action. The Municipalities shall enact such ordinances and/or resolutions as are necessary to satisfy the terms of this Agreement and to effect any provisions of this Agreement, including but not limited to, a uniform model Room Tax Ordinance, a copy of which is attached as Appendix A, and a joint resolution authorizing the creation of a Sheboygan Area Room Tax Commission and Tourism Zone, a copy of which is attached as Appendix B.

13. Authority. In signing this Agreement, the respective Municipalities represent and warrant that the terms herein have been approved by the legislative body of that Municipality and that appropriate authority rests in the signatories on behalf of the respective Municipalities.

14. Term. The Commission created herein, shall continue in existence for as long as the Municipalities continue to impose a Room Tax pursuant to §66.0615 Wis. Stats. and shall not terminate until official action to do so has been taken by the governing bodies of each party hereto.

15. Effective Date. The effective date of this Agreement shall be the date upon which the last listed Municipality so enters.

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Name: _____
Its: _____

Countersigned:

_____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

TOWN OF SHEBOYGAN, WISCONSIN

By: _____
Name: _____
Its: _____

Countersigned:

_____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the parties have executed this Room Tax Commission and Tourism Zone Resolution as of the date of the first above written.

TOWN OF WILSON, WISCONSIN

By: _____
Name: _____
Its: _____

Countersigned:

_____
Name: _____
Its: _____

APPROVED AS TO FORM:

By: _____
Name: _____
Its: _____

VIII

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. November 21, 2016.

Your Committee to whom was referred Res. No. 123-16-17 by Alderperson Belanger authorizing appropriate City Officials to enter into an agreement between the City of Sheboygan and Vinton Construction for construction of the Arts & Culture Plaza for the proposed sum of $683,292.60; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

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. 123 - 16 - 17. By Alderperson Belanger. November 7, 2016.

A RESOLUTION authorizing the appropriate City Officials to enter into an agreement between the City of Sheboygan and Vinton Construction for construction of the Arts & Culture Plaza for the proposed sum of $683,292.60.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into an agreement with Vinton Construction, Manitowoc, Wisconsin for the Arts & Culture Plaza and are authorized to draw funds from the following accounts: 42661100-611100 $683,392.60 in payment of same.

Pub. Wks. approve.

John B

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

IX

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 21, 2016.

Your Committee to whom was referred Gen. Ord. No. 25-16-17 by Alderperson Thiel placing a stop sign at the southwest and northeast corners of Columbus Ave. and N. 7th St.; recommends that the Ordinance 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

X

7.1

Gen. Ord. No. 25 - 16 - 17. By Alderperson Thiel. November 7, 2016.

AN ORDINANCE placing a stop sign at the southwest and northeast corners of Columbus Avenue and North 7th Street.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound and westbound traffic on Columbus Avenue to stop at the intersection of North 7th Street and Columbus Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

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

Billy A. Thiel

PP&S. approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION & SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Installing a stop sign at the southwest and northeast corners of Columbus Avenue and North 7th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: October 27, 2016 **MEETING DATE:** November 16, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
This is an uncontrolled intersection therefore a two way stop sign is going to be installed on Columbus Avenue for east and west bound traffic.

STAFF COMMENTS:
Staff recommends the approval of the ordinance.

ACTION REQUESTED:
Motion to recommend the Common Council approve.

ATTACHMENTS:
I. Res. ___-16-17

IX

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 21, 2016.

Your Committee to whom was referred Gen. Ord. No. 26-16-17 by Alderperson Thiel placing a stop sign at the southwest and northeast corners of Pershing Ave. and N. 7th St.; recommends that the Ordinance be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.2

Gen. Ord. No. 26 - 16 - 17. By Alderperson Thiel. November 7, 2016.

AN ORDINANCE placing a stop sign at the southwest and northeast corners of Pershing Avenue and North 7th Street.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound and westbound traffic on Pershing Avenue to stop at the intersection of North 7th Street and Pershing Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

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

PP&S approve

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION & SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Installing a stop sign at the southwest and northeast corners of Pershing Avenue and North 7th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: October 27, 2016 **MEETING DATE:** November 16, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
This is an uncontrolled intersection therefore a two way stop sign is going to be installed on Pershing Avenue for east and west bound traffic.

STAFF COMMENTS:
Staff recommends the approval of the ordinance.

ACTION REQUESTED:
Motion to recommend the Common Council approve.

ATTACHMENTS:
I. Res. ___-16-17

IX

R. C. No. ____ - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 21, 2016.

Your Committee to whom was referred Gen. Ord. No. 27-16-17 by Alderperson Thiel placing a stop sign at the southwest and northeast corners of Grand Ave. and N. 7th St.; recommends that the Ordinance be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

7.3

Gen. Ord. No. 27 - 16 - 17. By Alderperson Thiel. November 7, 2016.

AN ORDINANCE placing a stop sign at the southwest and northeast corners of Grand Avenue and North 7th Street.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound and westbound traffic on Grand Avenue to stop at the intersection of North 7th Street and Grand Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to add the sign(s) to give notification of the aforementioned change.

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

PP+S approval

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

CITY OF SHEBOYGAN

REQUEST FOR PUBLIC PROTECTION & SAFETY COMMITTEE CONSIDERATION

ITEM DESCRIPTION: Installing a stop sign at the southwest and northeast corners of Grand Avenue and North 7th Street.

REPORT PREPARED BY: Ryan Sazama, City Engineer

REPORT DATE: October 27, 2016 **MEETING DATE:** November 16, 2016

FISCAL SUMMARY:

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

STATUTORY REFERENCE:

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

BACKGROUND / ANALYSIS:
This is an uncontrolled intersection therefore a two way stop sign is going to be installed on Grand Avenue for east and west bound traffic.

STAFF COMMENTS:
Staff recommends the approval of the ordinance.

ACTION REQUESTED:
Motion to recommend the Common Council approve.

ATTACHMENTS:
I. Res. ___-16-17

IX

R. C. No. ___ - 16 - 17. By FINANCE. November 21, 2016.

Your Committee to whom was referred Gen. Ord. No. 28-16-17 by Alderperson Donohue repealing and recreating Article II of Chapter 114 of the Municipal Code relating to Rooms or Lodgings; recommends that the Ordinance 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

X Other Matters 9.5

Gen. Ord. No. 28 - 16 - 17. By Alderperson Donohue. November 7, 2016.

AN ORDINANCE repealing and recreating Article II of Chapter 114 of the Municipal Code relating to Rooms or Lodgings.

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

Section 1. Article IV of Chapter 30 of the Municipal Code is hereby repealed and recreated to read as follows:

"ARTICLE II. - ROOMS OR LODGINGS

DIVISION 1. - GENERALLY

Sec. 114-36. - Definitions.

In addition to those terms defined in this Section, for the purpose of this article, the terms, phrases, words and their derivations shall have the meanings given in §66.0615, Wis. Stats., as amended.

Room tax means a tax imposed by this article on the privilege of furnishing, at retail (except sales for resale), rooms or lodging to transients by hotels and motels and other persons furnishing accommodations which are available to the public, including accommodations available or reserved through internet based networks (collectively, "Operators"), irrespective of whether membership is required for use of the accommodations, pursuant to the Room Tax Act.

Room Tax Act means §66.0615, Wis. Stats., as amended from time to time.

Room tax commission means shall mean the Room Tax Commission created by the municipalities within the Sheboygan Area Tourism Zone through that Room Tax Commission and Tourism Zone Agreement dated ***[Clerk authorized to insert date]***, 2016.

Zone shall have the meaning set forth in §66.0615(1)(h), Wis. Stats. and hall, for the purposes of this Article, shall refer to that geographic area encompassing the City of Sheboygan, the Town of Sheboygan, and the Town of Wilson. The term "zone" as used in this article, is deemed to be a single destination as perceived by the traveling public.

Sec. 114-37. - Imposition of rooms or lodging tax; rate.

Finance approve

Pursuant to the Room Tax Act, there is hereby imposed upon the privilege of furnishing, at retail (except sales for resale) rooms or lodging to transients by hotels and motels and other persons furnishing accommodations that are available to the public, including accommodations available or reserved through internet based networks, except private residential properties, irrespective of whether membership is required for use of the accommodations, within the City. Any tax imposed under this section is not subject to the selective sales tax imposed by §77.52(2)(a)(1), Wis. Stats., and may not be imposed on sales to the federal government and persons listed under W.S.A., §77.54(9a), Wis. Stats. Such Room Tax shall be imposed at the total rate of eight percent (8%) on the gross receipts from such retail furnishing of rooms or lodgings within the City. Operators shall remit all collected Room Tax revenues to the finance director/treasure in accordance with the requirements of this Ordinance and the Room Tax Act. The proceeds shall then be paid to the Room tax commission or its designees or assigns, unless otherwise indicated herein, to be used for purposes of coordinating tourism promotion and tourism development within the Zone.

Sec. 114-38. - Quarterly collection of tax.

(a) This section shall be administered by the finance director/treasure. The tax imposed for each calendar quarter is due and payable on the last day of the month next succeeding the calendar quarter for which imposed. A return shall be filed with the finance director/treasure by those furnishing at retail such rooms and lodging on or before the same date on which such tax is due and payable. Such return shall show the gross receipts of the preceding calendar quarter from such retail furnishing of rooms or lodging, the amount of taxes imposed for such period, and such other information as the finance director/treasure deems necessary, provided it is directly related to the tax.

(b) Every person required to file such quarterly returns shall also file an annual calendar year return which shall be filed within 90 days of the close of each calendar year. The annual return shall summarize the quarterly returns, reconcile and adjust for errors in the quarterly returns, and shall contain certain such additional information as the finance director/treasure requires, provided it is directly related to the tax. Such annual returns shall be made on forms prescribed by the finance director/treasure. All annual returns shall be signed by the person required to file a return, or his duly authorized agent, but need not be verified by oath.

Sec. 114-39. - Permit Required.

a) Every Operator under this Article shall file with the finance director/treasure an application for a permit for each place of business that is required to collect Room Tax hereunder. Every application for a permit shall be made upon a form prescribed by the City and shall set forth the name under which the applicant transacts or intends to transact business, the location of his place of business, and such other information as the City requires. The application shall be signed by the owner if a sole proprietor and, if not a sole proprietor, by the person authorized to act on behalf of such sellers. At the time of making an application, the applicant shall pay the City an initial fee of twenty dollars ($20.00), and annually thereafter, for each permit. A permit issued hereunder is non-transferable. The permit shall be renewed each year by July 1.

b) After compliance with subsection (a), the city clerk shall issue a separate permit to each applicant for each place of business within the City. Such permit is not assignable and is valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. The city clerk shall issue the permit no later than 45 days after application. If the application for a permit is denied, the applicant shall be given written notice of the reasons for denial and shall be given an opportunity to be heard thereon. If the applicant desires a public hearing, he shall file a written request therefor with the city clerk. The Law & Licensing Committee of the common council shall hold a public hearing thereon no later than 30 days following filing of the request for hearing.

c) Suspension/revocation

1) Any permit issued under this article may be suspended or revoked by the common council for a violation of any provision of this article. The permittee shall be given notice of the reasons for the suspension or revocation and opportunity to be heard before the Law & Licensing Committee of the common council for the purpose of determining whether such suspension shall be imposed or whether the permit shall be revoked. Upon sworn, written complaint of the finance director/treasure filed with the city clerk's office alleging that a person holding a permit under this article has violated this article, the common council shall issue a summons signed by the clerk and directed to any peace officer in the City. The summons shall command the permittee complained of to appear before the Law & Licensing Committee of the common council on a day and place named in the summons, not less than three days and not more than ten days from the date of

issuance, and show cause why his or her permit should not be revoked or suspended. The summons and a copy of the complaint shall be served on the permittee at least three days before the time at which the permittee is commanded to appear. Service shall be in the manner provided under Chapter 801 of the Wisconsin Statutes for service in civil actions in circuit court.

2) If the permittee does not appear as required by the summons, the allegations of the complaint shall be taken as true; and if the [common council or a designated committee of the council] finds the allegations sufficient, the permit shall be revoked. The city clerk shall give notice of the revocation to the person whose permit is revoked. If the permittee appears as required by the summons and denies the complaint, both the complainant and the permittee may produce witnesses, cross examine witnesses and be represented by counsel. The permittee shall be provided a written transcript of the hearing at his expense, upon request. If, upon the hearing, the Law & Licensing Committee of the common council finds the complaint to be true, the permit shall either be suspended or revoked. The city clerk shall give notice of the suspension or revocation to the person whose permit is suspended or revoked. If the Law & Licensing Committee of the common council finds the complaint untrue, the proceeding shall be dismissed without cost to the accused. Upon suspension or revocation, the permittee shall surrender his permit to the city clerk's office.

3) The city clerk shall not issue a new permit in any of the following circumstances:

   a) during any period of suspension.

   b) during the term of any permit that has been revoked.

   c) to any applicant who is in non-compliance with any of the terms of this article.

Sec. 114-40. - Tax liability on transfer of business.

If any person liable for any amount of tax under this article sells their business or stock of goods or quits the business, their successors or assigns shall withhold sufficient of the purchase price to cover such amount until the former owner produces a receipt from the finance director/treasure that it has been paid or a certificate stating that no amount is due. If a person subject to the tax imposed by this article fails to withhold such amount of tax from the purchase price as required,

that person shall become personally liable for payment of the amount required to be withheld to the extent of the price of the accommodations valued in money.

Sec. 114-41. - Determination of tax.

If a person required to make a return under this Article fails, neglects, or refuses to do so, the finance director/treasure may determine the tax due under this Article according to his or her best judgment and may require that person to pay the amount of taxes the finance director/treasure determines to be due plus interest at the rate of 1% per month on the unpaid balance. No refund or modification of the payment determined may be granted until the person files a correct room tax return and permits the City to inspect and audit his or her financial records

Sec. 114-42. - Audits; Failure to comply with request to audit.

If the City has probable cause to believe that the correct amount of room tax has not been assessed by any person or that any person's tax return is not correct, the finance director/treasure may inspect and audit the financial records of that person pertaining to the furnishing of accommodations to determine whether the correct amount of room tax is assessed and whether any room tax return is correct. If a person fails to comply with a request by the finance director/treasure to inspect and audit financial records pursuant to this article, that person shall be subject to a forfeiture of five percent of the tax due, together with the costs of prosecution.

Sec. 114-43. - Delinquent Tax Returns.

Delinquent tax returns shall be subject to a $25 late filing fee. The tax imposed by this Article is delinquent if not paid on the last day of the month succeeding the calendar quarter for which the tax was imposed.

Sec. 114-44. - Interest on unpaid taxes.

All unpaid taxes under this article shall bear interest at the rate of one percent per month from the due date of the return until the first day of the month following the month in which the tax was paid.

Sec. 114-45. - Failure to pay tax.

Any person who fails to pay the room tax prescribed by this article shall be subject to a forfeiture of not less than 15 percent or more than 25 percent of the tax due, together with the costs of prosecution.

Sec. 114-46. - Fraudulent tax returns.

If a person files a false or fraudulent return with the intent in either case to defeat or evade the tax imposed by this article, a penalty of 50 percent shall be added to the tax required to be paid, exclusive of interest and other penalties.

Sec. 114-47. - General Penalty.

Any violation of, or noncompliance with, any of the provisions of this article for which a penalty has not been prescribed in this section shall subject the violator to a forfeiture of not less than $100.00, or more than $500.00. Any party deemed to have violated any of the provisions of this Article shall be obligated to pay the costs of prosecution, in addition to actual attorney fees expended in the course of said enforcement. Each room or unit separately rented or offered for rent, and each day of such rental or offer for rental of such unit shall be a separate violation. In addition, injunctive relief is hereby authorized to discontinue any violation of this Article. The City may revoke or suspend any permit issued hereunder for failure to comply with the provisions hereof.

Sec. 114-48. - Security.

If any person fails to timely file a return, as required by this article, or fails to timely pay his tax liability as required by this article, the finance director/treasure may require such person to place security, not to exceed $5,000.00 with the City.

Sec. 114-49. - Records to be maintained.

Every person liable for the tax imposed by this article shall keep or cause to be kept such records, receipts, invoices and other pertinent papers in such form as the finance director/treasure requires.

Sec. 114-50. - Confidentiality of records.

To the extent permitted under the law, the information provided to the City under §66.0615(2), Wis. Stats., shall remain confidential; provided, however, that the City or any employee thereof may use such information in the discharge of duties imposed by law or of the duties of their office or by order of a court. Persons violating the provisions of this section may be required to forfeit not less than $100 nor more than $500."

Section 2. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

R. C. No. ____ - 16 - 17. By PUBLIC WORKS. November 21, 2016.

Your Committee to whom was referred Gen. Ord. No. 30-16-17 DIRECT REFERRAL by Alderperson Belanger amending Sections 122-403, 122-404 and 122-405 of the Municipal Code relating to sewers and sewerage disposal; recommends that the Ordinance 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

DIRECT REFERRAL

Gen. Ord. No. 30 – 16 – 17. By Alderperson Belanger. November 15, 2016.

AN ORDINANCE amending Sections 122-403, 122-404 and 122-405 and 122-552 of the Municipal Code relating to sewers and sewerage disposal.

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

Section 1. Section 122-403 of the Municipal Code entitled, "Categories of Users; Amounts; Reassignment - City of Sheboygan", is hereby amended to read as follows:

"Sec. 122-403. Categories of Users; Amounts; Reassignment - City of Sheboygan

(a) Category A. Category A users of the City Wastewater treatment system Shall be subject to the following:

(1) Definition: The term "category A" is defined as normal domestic strength wastewater, that is, wastewater having concentrations of biochemical oxygen demand (BOD) no greater than 163 mg/l, suspended solids no greater than 261 mg/l, and total phosphorus no greater than 4.3 mg/l.

(2) Amount: The sewer service charge for category A wastewater is as follows:

a. Fixed charge, $26.96 per quarter.

b. Volume charge, $1.85 total charge per 100 cubic feet.

(b) Category B. Category B users of the City Wastewater treatment system Shall be subject to the following:

(1) Definition: The term "category B" is defined as wastewater having concentrations of biochemical oxygen demand greater than 163 mg/l, suspended solids greater than 261 mg/l, and phosphorous greater than 4.3 mg/l.

Users whose wastewater exceeds the concentrations for any one of these parameters shall be in category B. The minimum category B charge will be based on a concentration of not less than 163 mg/l for BOD, 261 mg/l for suspended solids, and 4.3 mg/l for phosphorous.

(2) Amount: The sewer service charge for category B wastewater is as Follows:

a. Fixed Charge - $26.96 per quarter;

b. If billing is on a monthly basis, $8.99 per month.

c. Volume Charge, $1.85 per 100 cubic feet

d. Surcharge, total (per pound):

1. BOD greater than 163 mg/L, $0.2487.

2. Suspended Solids greater than 261/mg/L, $0.1691.

3. Phosphorus greater than 4.3 mg/L, $5.3033.

(3) *Computation.* The category B sewer service charges for volume, BOD, suspended solids and phosphorus shall be computed in accordance with the following formula:

$$C = F + (V \times C^V) + .00624V[(B - B^R \times C^B) + (S - S^R \times C^S) + (P - P^R \times C^P)]$$

Where:

Table 1

C	=	Charge to sewer user for collection and treatment of wastewater
F	=	Fixed charge per billing period
B	=	Concentration of BOD in mg/l in the wastewater
B^R	=	Concentration of BOD in mg/l as defined for Category A users
S	=	Concentration of suspended solids in mg/l in the wastewater

Pub. Hrs. approve

S^R	=	Concentration of suspended solids in mg/l as defined for Category A users
P	=	Concentration of phosphorus in mg/l in the wastewater
P^R	=	Concentration of phosphorus in mg/l as defined for Category A users
V	=	Wastewater volume (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^V	=	Cost per volume of wastewater (per 100 cubic feet for Category B users; per 1000 gallons for Category C users)
C^B	=	Cost per pound of BOD
C^S	=	Cost per pound of suspended solids
C^P	=	Cost per pound of phosphorus
.00624	=	Conversion factor

(c) *Reassignment of users.* The city approving authority will reassign sewer users into appropriate sewer service charge categories if wastewater sampling programs and other related information indicate a change of categories is necessary

(d) *Sampling requirement.* Sampling frequency for category B users to determine concentrations of BOD, suspended solids, total phosphorus and pH shall be determined by the wastewater discharge loading by the industry. Results of all analyses shall be submitted to the wastewater treatment plant superintendent. Sampling shall be conducted as follows:

(1) Samples collected shall be flow-proportional 24-hour composite samples.

(2) Sampling periods shall be two consecutive days during normal operation.

(3) Flow-weighted average may be used if data is presented.

(4) Samples shall be analyzed for BOD, suspended solids, and total phosphorus.

(5) Sampling frequency shall be quarterly or more frequently as determined by the superintendent of the wastewater treatment plant. The quarterly sampling periods shall be during the months of January through March, April through June, July through September, and October through December.

(6) All data shall be submitted to the superintendent of the wastewater treatment plant."

Section 8. Section 122-404 of the Sheboygan Municipal Code entitled "Categories of users; amounts; reassignment for other municipalities" is hereby amended to read as follows:

"Sec. 122-404. Categories of users; amounts; reassignment for other municipalities.

Other municipal users shall be charged pursuant to the guidelines established under this section.

Table 2

	Village of Kohler	City of Sheboygan Falls	Town of Sheboygan Sanitary District No. 2	Town of Wilson Sanitary District	
				No. 1	No. 2
Fixed Charge	None	None	None	None	None
Volume Charge:					

	Volume	$0.2931	$0.2931	$0.2931	$0.2931	$0.2931
	Debt retirement	0.1680	0.1680	0.1680	0.1680	0.1680
Total volume charge, per 1,000 gallons:		0.4611	0.4611	0.4611	0.4611	0.4611
Surcharges:						
	BOD	0.2487	0.2487	0.2487	0.2487	0.2487
	Suspended Solids	0.1691	0.1691	0.1691	0.1691	0.1691
	Phosphorus	5.3033	5.3033	5.3033	5.3033	5.3033 "

Section 9. Section 122-405 of the Sheboygan Municipal Code entitled "Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater" is hereby amended to read as follows:

"Sec. 122-405. Charges for disposal of septic tank sludge, holding tank sewerage, or hauled wastewater.

Category C. Category C users are persons with a permit for disposing of hauled wastewater into the wastewater collection and treatment facilities and shall be subject to the following charges and requirements:

(1) Septic tank sludge, $48.00 per 1,000 gallons.

(2) Holding tank sewage, $10.00 per 1,000 gallons.

(3) "Other" hauled wastewater:

a. Hauled wastewater shall be sampled and characterized on the basis of suspended solids, BOD, total phosphorous, and pH. Frequency of sampling shall be based on experience and under the direction of the superintendent of the wastewater treatment plant.

b. *Amount:* The sewer service charge for "Other" hauled wastewater is as follows:

1. Volume Charge, $0.4611 per 1000 gallons.
2. Surcharge, total (per pound):
    1. $0.2487 per pound of BOD
    2. $0.1691 per pound of suspended solids
    3. $5.3033 per pound of phosphorus

c. Computation. The "Other" hauled wastewater service charges for volume, BOD, suspended solids, and phosphorus shall be computed in accordance with the following formula and sections 1 and 2 of this subsection or in accordance with section 3 of this subsection.

$C = (V \times C^V) + (B \times C^B) + (S \times C^S) + (P \times C^P)$

See Table 1 Section 122-403(b)(3) for definitions.

1. "Other" hauled wastewater analysis data shall be applied to the formula set forth above.
2. The discharge fee per 1,000 gallons shall be determined on the result of subsection (3)c.1 of this section, multiplied by 1.25.
3. Charges for high strength waste will be determined by the superintendent of the wastewater treatment plant based on the frequency of the hauled wastewater and the needs of the wastewater treatment plant."

Section 10. 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.

Sec. 122-552. Charges and fees

(a)

The POTW shall charge all SIUs an annual permit fee of $3,500.00 per calendar year. The user shall receive a credit of $1,500.00 if no pretreatment violations occurred during the previous calendar year or the user shall receive a credit of $1,000.00 if such user was not in significant noncompliance at any time during the previous calendar year.

(b)

In addition to the permit fee, the user shall be charged for all sample collection and analyses, including administrative fees, of the user's wastewater. The sample collection and analysis charge shall be determined by the commercial laboratory retained by the POTW.

(c)

Additional costs shall be charged to industrial users on a case-by-case basis as the POTW may deem necessary to carry out the requirements contained in this article and article VI of this chapter.

_____

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

Dated_____ 20__. _____, City Clerk

Approved_____ 20__. _____, Mayor

II

R. O. No. ___ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Jeffrey S. Nytsch et al.

France

City Clerk

NOV 14 '16 PM 2:52

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

JEFFERY S. NYTSCH a/k/a
JEFFREY SCOTT NYTSCH
1412 North 17th Street
Sheboygan, Wisconsin 53081

SALLY M. NYTSCH
3220 South 18th Street
Sheboygan, Wisconsin 53081

ASSOCIATED BANK, NATIONAL ASSOCIATION
c/o Officer and/or Agent
200 North Adams Street
Green Bay, Wisconsin 54301

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081

Defendants.

CASE NO. 16CV0603
FORECLOSURE CASE CODE - 30404

CIRCUIT COURT BRANCH 1
L EDWARD STENGEL
615 N SIXTH STREET
SHEBOYGAN WI 53081

SUMMONS

CLERK CIRCUIT COURT
FILED
2016 NOV -4 P 12:56
SHEBOYGAN COUNTY
WISCONSIN

PROCESS SERVER
TIME 2:15 A.M. DATE 11/14/16
SERVED UPON & ADDRESS Chad Pelishek
828 Center Ave, Suite 104, Sheboygan
(X) PERSONAL ( ) SUBSTITUTE
( ) POSTED ( ) CORPORATE

THE AMOUNT CLAIMED EXCEEDS $10,000.00

THE STATE OF WISCONSIN

To each person named above as a defendant:

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

Within twenty (20) days* of receiving this Summons, you must respond with a written answer, as that term is used in Chapter 802 of the Wisconsin Statutes, to the Complaint. The court may reject or disregard an answer that does not follow the requirements of the statutes. The answer must be sent or delivered to the Clerk of Court, whose address is Sheboygan County Courthouse, 615 North 6th Street, 1st Floor South, Sheboygan, WI 53081 and to Kohner, Mann & Kailas, S.C., Plaintiff's attorneys, whose address is 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059. You may have an attorney help or represent you.

KMK File No. 10006752

If you do not provide a proper answer within twenty (20) days* of receiving this Summons, 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.

(*Forty-five (45) days if you are the State of Wisconsin or an insurance company; or sixty (60) days if you are the United States of America.)

Dated this 3rd day of November, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

NOTICE REQUIRED BY THE FAIR DEBT COLLECTION PRACTICES ACT (the Act) 15 U.S.C. Section 1692 As Amended

1. Kohner, Mann & Kailas, S.C. is a debt collector and the attached Complaint and this Notice are an attempt to collect a debt. Any information you provide to Kohner, Mann & Kailas, S.C. will be used for that purpose.

2. This Notice pertains to your dealings with Kohner, Mann & Kailas, S.C., as a debt collector. It does not affect your dealings with the court, and in particular it does not change the time at which you must answer the Complaint. The Summons is a command from the Court, not from Kohner, Mann & Kailas, S.C., and you must follow its instructions even if you dispute the validity or amount of the debt. The information in this Notice also does not affect my firm's relations with the court. As lawyers, Kohner, Mann & Kailas, S.C. may file papers in the suit according to the court's rules and the judge's instructions.

3. The amount of the debt is stated in the Complaint attached hereto. Because of interest, late charges, attorneys' fees and other charges, that may vary from day-to-day, the amount due on the day that you pay may be greater. Hence, if you pay the amount shown in the Complaint, an adjustment may be necessary after we receive your check, in which event we will inform you before depositing your check. For further information, write our firm at the address set forth below or call our firm at (414) 962-5110.

4. The Plaintiff as named in the attached Summons and Complaint is the creditor to whom the debt is owed.

5. The debt described in the Complaint attached hereto will be assumed to be valid by Kohner, Mann & Kailas, S.C., unless you, within 30 days after the receipt of this notice, dispute the validity of the debt or some portion thereof.

6. If you notify Kohner, Mann & Kailas, S.C. in writing within 30 days of the receipt of this notice that the debt or any portion thereof is disputed, Kohner, Mann & Kailas, S.C. will obtain a verification of the debt and a copy of the verification will be mailed to you by Kohner, Mann & Kailas, S.C.

7. If the creditor named as Plaintiff in the attached Summons and Complaint is not the original creditor, and if you make a request to Kohner, Mann & Kailas, S.C. within the 30 days from the receipt of this notice, the name and address of the original creditor will be mailed to you by Kohner, Mann & Kailas, S.C.

8. The law does not require us to wait until the end of the thirty (30) day period before proceeding with this lawsuit to collect the debt. If, however, you request proof of the debt or the name and address of the original creditor within the thirty (30) day period that begins with your receipt of the accompanying Notice, the law requires us to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

9. Written requests should be addressed to Kohner, Mann & Kailas, S.C., 4650 N. Port Washington Road, Milwaukee, Wisconsin 53212-1059.

Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Finding Solutions

Notice of Availability of Mediation

Mediation is a confidential and voluntary process where you and the lender seeking to foreclose on your home may discuss ways to resolve your foreclosure case, including reinstatement of the loan and modification of the loan terms.

You must live in and own the property that is subject to this foreclosure action to qualify for mediation under this program and the property must be four or fewer residential units.

To Request a Mediation Conference:
Complete the attached Mediation Request form. It must be received within 15 days from the date you received the Summons and Complaint. Send the completed form with the $25 non-refundable application fee made payable to SCFMP Clerk of Circuit Court to:

SCFMP
Clerk of Circuit Court
615 North Sixth Street
Sheboygan WI 53081

A Mediation Request is not a response to the Summons.

A foreclosure action has been started against you. Please read the Summons and Complaint. Make sure you understand your rights and the time period for filing an Answer or Responsive Pleading. If you do not file an Answer or Responsive Pleading the court may grant judgment against you and you may lose your home and your right to object to anything that you disagree with in the complaint.

What happens after you apply for Mediation?

The Mediation Program Coordinator will review your application and notify you and the lender whether the case has been accepted in the program. If the case is accepted, the balance of your non-refundable $100 fee will be charged and a non-refundable fee of $100 will also be charged to the lender. You will then be required to meet with a certified Housing Counselor. Following that, the mediation conference between you and the lender will be scheduled with a mediator.



Sheboygan County Courthouse
615 North Sixth Street
Sheboygan Wisconsin
53081

Sheboygan County
Foreclosure Mediation Program
Request for Mediation

Finding Solutions

To request a mediation conference with the lender, please answer the questions below, sign this request enclose the required $25 application fee payable to SCFMP Clerk of Circuit Courts and mail or return to:

SCFMP
Clerk of Circuit Court
615 north Sixth Street
Sheboygan WI 53081

You should submit the request within 15 days of receiving the Summons and Complaint, or as early in the foreclosure process as possible. One application per household. The information you provide will be used by the Sheboygan County Mediation Program to make an initial determination of whether your case is suitable for mediation. A non-refundable $25 fee must accompany the application. Once the case has been accepted for mediation, a non-refundable $75 fee is charged to the homeowner and a non-refundable fee of $100 is charged to the lender.

Requesting Mediation does not halt the foreclosure process. **You are still required to comply with all mandatory deadlines, including the time to answer the Complaint.**

Sheboygan County Case Number (located on your Summons): 20___CV_____

Name of Homeowner(s):_____

Property Address: _____
(street, city or town, zip code)

Mailing address, if different from above: _____
(street, city or town, zip code)

Best telephone number to reach you during the day: _____

Alternate telephone number: _____

Name of Lender/Plaintiff in your case: _____

1. Is the property being foreclosed your primary residence? _____Yes _____No

2. Does the property consist of four or fewer dwelling units? _____Yes _____No

3. Have you started a Bankruptcy action that is still ongoing? _____Yes _____No

4. Have you met with a housing counselor? _____Yes _____No

   If yes, with whom have you met? _____

5. What is your monthly income from all sources? _____

6. Do you expect your income to change for any reason? If so, please explain:

   _____

   _____

   _____

7. Check all items that have caused you to miss your mortgage payments:

   _____ Injury or illness _____Adjustable interest Rate / Balloon

   _____Loss of Employment _____Expenses exceed income

   Other: _____

   _____

8. Is there any other information that would be helpful in determining whether your case would be suitable for mediation? If so, please describe:

   _____

   _____

   _____

9. If English is not your primary language, do you need an interpreter? ___Yes ___No

   What language? _____

Authorization of Research and Evaluation. Marquette University Law School is compiling anonymous aggregate case file or results information for the purpose of evaluating our services, gathering valuable research information, designing future programs and engaging in academic research, analysis and publication. I consent to the use of my information for these purposes.

I certify that I am the owner of the property that is subject to this foreclosure action and I currently reside in this property.

_____ _____

Property Owner's Signature Date

STATE OF WISCONSIN : CIRCUIT COURT : SHEBOYGAN COUNTY

WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC.
3476 Stateview Boulevard
Fort Mill, SC 29715

Plaintiff,

vs.

CASE NO. 16CV0603
FORECLOSURE CASE CODE - 30404

COMPLAINT

CLERK CIRCUIT COURT
FILED
2016 NOV -4 P 12:57
SHEBOYGAN COUNTY
WISCONSIN

JEFFERY S. NYTSCH a/k/a
JEFFREY SCOTT NYTSCH
1412 North 17th Street
Sheboygan, Wisconsin 53081

SALLY M. NYTSCH
3220 South 18th Street
Sheboygan, Wisconsin 53081

ASSOCIATED BANK, NATIONAL ASSOCIATION
c/o Officer and/or Agent
200 North Adams Street
Green Bay, Wisconsin 54301

CITY OF SHEBOYGAN,
DEPARTMENT OF CITY DEVELOPMENT
c/o Chad Pelishek, Director
828 Center Avenue, Suite 104
Sheboygan, Wisconsin 53081

Defendants.

THE AMOUNT CLAIMED EXCEEDS $10,000.00.

Now comes the Plaintiff, by Kohner, Mann & Kailas, S.C., its attorneys, and alleges as follows:

1. Plaintiff, WELLS FARGO BANK, N.A., successor by merger to WELLS FARGO HOME MORTGAGE, INC., f/k/a NORWEST MORTGAGE, INC., is a national banking association, organized and existing under the laws of the United States of America, authorized to do business in Wisconsin with one of its principal places of business located at 3476 Stateview Boulevard, Fort Mill, South Carolina 29715, and is engaged in the business of banking, lending and related activities (hereinafter "Plaintiff").

2. Defendant, JEFFERY S. NYTSCH a/k/a JEFFREY SCOTT NYTSCH, is a competent adult who resides at 1412 North 17th Street, Sheboygan, Wisconsin 53081 (hereinafter Borrower).

KMK File No.: 10006752

3. Defendant, SALLY M. NYTSCH, is a competent adult who resides at 3220 South 18th Street, Sheboygan, Wisconsin 53081.

4. Defendant, ASSOCIATED BANK, NATIONAL ASSOCIATION, is a commercial banking entity organized and existing under the laws of the State of Wisconsin with its agent for service of process located at 200 North Adams Street, Green Bay, Wisconsin 54301.

5. Defendant, CITY OF SHEBOYGAN, DEPARTMENT OF CITY DEVELOPMENT, is a municipal corporation of the State of Wisconsin, a sovereign entity and body politic, with its agent for service of process located at 828 Center Avenue, Suite 104, Sheboygan, Wisconsin 53081.

6. Borrower(s) executed and delivered a Note and Mortgage for the consideration expressed therein, copies of which are attached as Exhibits, and the Mortgage was recorded in the Office of the Register of Deeds for this County on 10/19/1998 in Volume 1613, on Page Number 722, as Document No. 1521291. Plaintiff is the holder of the Note and Mortgage.

7. Paragon Home Lending, LLC, assigned the Mortgage to Plaintiff by an assignment dated 10/9/1998 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on 9/22/1999, in Volume 1695, on Page Number 879, as Document No. 1554612. A copy of the assignment is attached as an Exhibit.

8. Borrower(s) defaulted under the terms and conditions of the Note by failing to pay the monthly payments as they became due.

9. The unpaid balance due under the Note and Mortgage is immediately due and payable.

10. Due written notice of default was provided to the Borrower(s) under the terms and conditions of the Note and Mortgage.

11. As of 11/25/2016, the total indebtedness secured by the mortgaged premises is computed as follows:

Principal	$37,039.56
Accrued Interest	1,440.70
Less Escrow Balance	-722.28
Late Charges	21.02

TOTAL	$37,779.00

*Interest continues to accrue at the rate of 6.875% per year or $6.98 per diem after 11/25/2016. Together with all attorneys' fees, costs, expenses and disbursements incurred before and after the entry of judgment in this case, and incurred in connection with enforcing the terms of the Note and Plaintiff's Mortgage described herein and any judgment entered in this case.

12. The mortgaged property **is a one-to-four family,** owner occupied residence at the commencement of the foreclosure action, located at 1412 North 17th Street, Sheboygan, Wisconsin 53081. The Property cannot be sold in parcels without injury to the interests of the parties.

13. The following Defendants may claim some lien or interest in and to the mortgaged Premises, but that any such claim, lien, or interest is junior and subordinate to Plaintiff's mortgage, provided, however, such lien is subject to the rights of the United States of America under applicable Federal law:

a) Defendant Associated Bank, National Association, by virtue of a Mortgage from Jeffrey S. Nytsch and Sally M. Nytsch, husband and wife, to Associated Bank for $17,622.00 dated June 13, 2000 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on June 22, 2000 in Volume 1743, Page 597, as Document No. 1573349.

b) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for $13,376.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 12, 2012 as Document No. 1954441.

c) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for $13,376.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 12, 2012 as Document No. 1954442.

d) Defendant City of Sheboygan, Department of City Development, by virtue of a Mortgage from Jeffery S. and Sally M. Nytsch, to City of Sheboygan, Department of City Development for $11,000.00 dated October 4, 2012 and recorded in the Office of the Register of Deeds for Sheboygan County, Wisconsin on October 17, 2012 as Document No. 1954765.

14. Pursuant to Section 846.101Wis. Stats, and the provisions contained in the Mortgage, **Plaintiff waives a deficiency judgment for any amount borrowers may owe after sale of the property.** Borrowers shall be entitled to possession and any rents, issues, and profits from the property until confirmation of sale by the Court unless Borrowers abandon the Premises. Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from entry date of judgment.

15. Our firm is a debt collector. This is an attempt to collect a debt, and any information obtained will be used for that purpose. See "Notice Required by the Fair Debt Collection Practices Act" attached to Summons.

WHEREFORE, Plaintiff demands judgment as follows:

1. For foreclosure and sale of the mortgaged property in accordance with the above demand; Plaintiff agrees to accept sale of the property after the expiration of **six (6) months** from the date of entry of judgment.

2. That the proceeds of such sale shall be applied to pay the amounts due upon the Note and Mortgage described herein, together with all costs, expenses, disbursements of this action, including reasonable attorneys' fees, and all such additional amounts as the Plaintiff may advance for payment of taxes, assessments, maintenance, and insurance upon said Premises, incurred before or after the entry of judgment in this case, with interest on same as allowed by law.

3. If Borrower(s) or their assigns abandon the property, for sale of the subject property after the expiration of five (5) weeks from the date of entry of judgment, pursuant to Section 846.102, Wis. Stats.

4. That the Borrower(s), or persons occupying the Premises, be enjoined and restrained from committing waste during the pendency of the action, and that Plaintiff have such other and further relief as may be just and equitable.

5. That amount due Plaintiff for principal, interest, attorneys' fees, taxes, assessments, maintenance, insurance, costs, expenses, and disbursements be adjudged and determined, and that Plaintiff have such other and further relief as may be just and equitable.

Dated this 3rd day of November, 2016.

KOHNER, MANN & KAILAS, S.C.
Attorneys for Plaintiff



BY: Janine L. Collette – 1063934
jcollette@kmksc.com

Post Office Address:
Kohner, Mann & Kailas, S.C.
4650 N. Port Washington Road
Milwaukee, Wisconsin 53212-1059
Telephone: (414) 962-5110
Facsimile: (414) 962-8725

NOTE

LOAN NO. [redacted]
OCTOBER 9 , 19 98

[City] [State]

1412 N. 17TH STREET
SHEBOYGAN, WI 53081
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. $ 64,000.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is PARAGON HOME LENDING, LLC,

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder".

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 6.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the 1ST day of each month beginning on DECEMBER 1, 19 98. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on NOVEMBER 1, 2028, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date".

I will make my monthly payments at
19435 W. CAPITOL DRIVE, SUTIE 201, BROOKFIELD, WI 53045
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. $ 420.44.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment". When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may make a full prepayment or partial prepayments without paying any prepayment charge. The Note Holder will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

9. WAIVERS

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

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

JEFFERY S. NYTSCH _____ (Seal) -Borrower

_____ (Seal) -Borrower

Social Security Number [redacted]

Social Security Number _____

_____ (Seal) -Borrower

_____ (Seal) -Borrower

Social Security Number [redacted]

Social Security Number _____

[Sign Original Only]

WITHOUT RECOURSE PAY TO THE ORDER OF:
NORWEST MORTGAGE, INC.

Julie LaMacchia Operations Manager

Paragon Home Lending

WITHOUT RECOURSE
PAY TO THE ORDER OF

NORWEST MORTGAGE, INC.
By
Howard J. Norris
Assistant Secretary

[redacted]

VOL 1613 PAGE 722

1521291

SHEBOYGAN COUNTY, WI
RECORDED ON

10-19-1998 10:32 AM

DARLENE J. HAVIS
REGISTER OF DEEDS

RECORDING FEE: 22.00
TRANSFER FEE:

004468 0006

MORTGAGE

PREPARED BY AND WHEN RECORDED RETURN TO:
PARAGON HOME LENDING, LLC
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045
PARCEL ID NO. 200180

MORTGAGE

LOAN NO. [redacted]

THIS MORTGAGE ("Security Instrument") is given on OCTOBER 9, 1998 . The mortgagor is JEFFERY S. NYTSCH, A SINGLE MAN

("Borrower").

This Security Instrument is given to
PARAGON HOME LENDING, LLC,

which is organized and existing under the laws of WISCONSIN , and whose address is 19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045 ("Lender").

Borrower owes Lender the principal sum of SIXTY-FOUR THOUSAND AND 00/100 Dollars (U.S. $ 64,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on NOVEMBER 1, 2028 . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in SHEBOYGAN County, Wisconsin:

THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF THE EAST TWENTY-FIVE (25) FEET OF LOT ELEVEN (11) AND THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF LOT TWELVE (12) OF BLOCK NINETEEN (19) OF THE ORIGINAL PLAT OF SHEBOYGAN.

which has the address of 1412 N. 17TH STREET, SHEBOYGAN
[Street] [City]
Wisconsin 53081 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

12. Successors and Assigns Bound; Joint and Severable Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

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

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

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

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

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

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

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

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Planned Unit Development Rider
☐ 1-4 Family Rider	☐ Graduated Payment Rider	☐ Biweekly Payment Rider
☐ Balloon Rider	☐ Rate Improvement Rider	☐ Second Home Rider
☐ Other(s) [specify]		

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

Witnesses:

_____ _____ (Seal)
JEFFERY S. NYTSCH - Borrower

_____ _____ (Seal) - Borrower

_____ (Seal) - Borrower

_____ (Seal) - Borrower

STATE OF WISCONSIN }
} ss.
County of Sheboygan }

I Kristine M. Towne , a Notary Public in and for said county and state do hereby certify that
JEFFERY S. NYTSCH, A SINGLE MAN

, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed and delivered the said instrument as free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 9TH day of OCTOBER , 1998.

My Commission expires: 6/10/2001

_____ Notary Public

KRISTINE M. TOWNE NOTARY PUBLIC STATE OF WISCONSIN

[redacted]

VOL 1695 PAGE 879

1554612

SHEBOYGAN COUNTY, WI
RECORDED ON

09-22-1999 2:44 PM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 10.00
TRANSFER FEE:

023990 6

When Recorded Return To:
PARAGON HOME LENDING, LLC
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045

PARCEL ID NO.:

ASSIGNMENT OF MORTGAGE

LOAN NO.: [redacted]
OCTOBER 9, 1998
FOR VALUABLE CONSIDERATION,
PARAGON HOME LENDING, LLC,

a corporation duly organized and existing under and by virtue of the laws of WISCONSIN ("Assignor"), hereby sells, assigns and transfers to
NORWEST MORTGAGE, INC.,

A CALIFORNIA CORPORATION , ("Assignee") a certain mortgage executed on OCTOBER 9, 1998 by
JEFFERY S. NYTSCH, A SINGLE MAN

as Mortgagor, to PARAGON HOME LENDING, LLC
as Mortgagee, and recorded in the office of the Register of Deeds of SHEBOYGAN County, Wisconsin, in Volume 1613 of Mortgages, on page 722-728, Document No. 1521297.
THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF THE EAST TWENTY-FIVE (25) FEET OF LOT ELEVEN (11) AND THE SOUTH FORTY (40) FEET OF THE NORTH SEVENTY (70) FEET OF LOT TWELVE (12) OF BLOCK NINETEEN (19) OF THE ORIGINAL PLAT OF SHEBOYGAN.

together with the note and indebtedness it secures. This assignment is made without recourse.

PARAGON HOME LENDING, LLC

By _____
Name: Julie LaMacchia
Its: Director of Operations

_____
Witness

ACKNOWLEDGMENT

STATE OF WISCONSIN }
} ss.
COUNTY OF WAUKESHA }

Personally came before me, this 9TH day of OCTOBER, 1998, Julie LaMacchia, the Director of Operations, of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such officers of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Bobbi K. Klim
Bobbi K. Klim
Notary Public Waukesha County, WI

My Commission (is) (expires) NOV. 11, 2001

BOBBI K. KLIM NOTARY PUBLIC STATE OF WISCONSIN

This instrument was drafted by: BOBBI KLIM
PARAGON HOME LENDING, LLC
19435 W. CAPITOL DRIVE, SUITE 201
BROOKFIELD, WI 53045

WIASSIGN

II

R. O. No. ____ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig.

Finance

City Clerk

Claim # 16-16

NOV 14'16 PM 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF KURT KLESSIG

Process Server
Time 2:15 A.M. - P.M. Date 11/14/16
Served Upon Mike Vandersteen
828 Center Avenue, Suite 301, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (Y) Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Kurt Klessig, residing at 1731 S. 13th Street in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns into the tavern knowing that the man they had seen behind the bar and

the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe physical and mental injury to Kurt Klessig, causing him to incur severe pain, suffering, disfigurement and disability in the past and which he reasonably believes he will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Kurt Klessig which he reasonably believes he will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Kurt Klessig, contrary to 42 U.S.C. ¶1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: $2,500,000.00
2. Actual attorney's fees: $ 800,000.00

WHEREFORE, claimant Kurt Klessig requests fair compensation for the above-described injuries in the amount of $3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.

ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10th day of ~~August~~ November, 2016

Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

KURT KLESSIG, being duly sworn on oath deposes and says: That he is an adult resident of the State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

KURT KLESSIG

Subscribed and sworn to before me
this 31st day of August, 2016

Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



SEP 0 7 2016

II

R. O. No. ___ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann.

City Clerk

Finance

Claim #17-16

NOV 14 '16 PM 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF MARY HEITZMANN

Process Server Pahl
Time 2:15 A.M. P.M. Date 11/14/16
Served Upon Mike Vandersteen
828 Center Ave Suite 101 Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Mary Heitzmann, residing at 2206 Sunflower Avenue in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns

into the tavern knowing that the man they had seen behind the bar and the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe mental injury to Mary Heitzmann, causing her to incur severe mental suffering and disability in the past and which she reasonably believes she will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Mary Heitzmann which she reasonably believes she will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Mary

Heitzmann, contrary to 42 U.S.C. ¶1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: $2,500,000.00
2. Actual attorney's fees: $ 800,000.00

WHEREFORE, claimant Mary Heitzmann requests fair compensation for the above-described injuries in the amount of $3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.

ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10 day of ~~August~~ November, 2016

Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

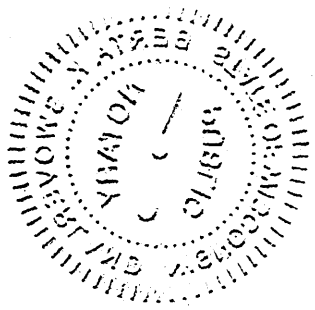
STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

MARY HEITZMANN, being duly sworn on oath deposes and says: That she is an adult resident of the State of Wisconsin; that she has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

Mary Heitzmann
MARY HEITZMANN

Subscribed and sworn to before me
this 31 day of August, 2016

Barta K. Sorenson
Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



SEP 0 7 2016

II

R. O. No. ___ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a communication from Brian Luke Kuhfuss requesting a waiver from the Sex Offender Residency restrictions in order to live at 2114 N. 20th St.

pp+s.

City Clerk

NOV 16 '16 PM 1:52

Date: 11-13-2016

My name is: Brian Luke Kuhfuss

I am requesting a waiver to the Sexual Residency Requirements so I may live at: 2114 North 20th Street to Live with my Boyfriend who owns the house and has Lived their for 25 years

Signature: Brian Kuhfuss

Phone Number: 920-287-4850

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

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

Thank you for all your cooperation in the matter.

III

Res. No. _____ - 16 - 17. By Alderperson Belanger. November 21, 2016.

A RESOLUTION authorizing the emergency repair and reconstruction of the sanitary sewer main on S. 27th Street between Fairway Drive and Jefferson Avenue.

WHEREAS, the sanitary sewer main is found to be cracked and damaged in multiple locations being in a condition that is allowing infiltration of ground water along the length of the main.

WHEREAS, this condition has the immediate potential to cause the street pavements to be undermined, sinking, and pipe collapsing with additionally the potential of causing sewer backups into residential properties.

WHEREAS, the extensive nature of the conditions, limited time for repair, and limited availability of qualified sewer and road contractors call for immediate action.

WHEREAS, the provision of Sec. 62.15 Wisconsin Statutes authorizing repair and reconstruction of public facilities when damage or threatened damages therefore creates an emergency without letting the contract to the responsible bidder.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council finds that the extensive nature of the damaged sanitary sewer main creates an emergency endangering the public welfare of the City.

I
suspend
I
Res pass

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Dave Tenor Corporation, Green Bay, Wisconsin, for the repair and reconstruction of the sanitary sewer main as a result of the damaged pipe in the amount of $74,689.45.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on the Sanitary Sewer Maintenance Replacement Account Number 60134110 - 980099.

_____

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. _____ - 16 - 17. By Alderperson Wolf. November 21, 2016.

A RESOLUTION authorizing the Finance Director to enter into contract with Wisconsin Bank and Trust for bank services.

WHEREAS: Wisconsin Bank and Trust has provided banking services to the City of Sheboygan since 2013, and;

WHEREAS: Wisconsin Bank and Trust will provide collateralization of the City's account, and;

WHEREAS: Wisconsin Bank and Trust will discount banking fees for a period of six years.

RESOLVED: That the Finance Director is hereby authorized to enter into contract with Wisconsin Bank and Trust for bank services for a period of six years.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to charge the monthly bank fees to the Finance Department Bank Fees account number 10115100-521100 in payment of the same.

Finance

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2016.

Dated _____ 2016. _____, City Clerk

Approved _____ 2016. _____, Mayor

WISCONSIN
BANK & TRUST

Agreement to Terms and Conditions

November 10, 2016

Darrell Hofland, City Administrator
Nancy Buss
City of Sheboygan
828 Center Ave Suite 205
Sheboygan, WI 53081

Dear Darrell and Nancy,

Thank you for choosing Wisconsin Bank & Trust as your partner for the banking needs of the City of Sheboygan.

AGREEMENT

This letter is to confirm that Wisconsin Bank & Trust agrees to maintain the City operating checking account at a 50% discount of the standard Wisconsin Bank & Trust fee schedule. The deposits held with Wisconsin Bank & Trust will be secured with an FHLB letter of credit provided by the bank.

TERM

The term of this Agreement is to last for 6 years from the date of documentation signing. There will be an option to review/renew for both parties at that time.

Kevin Tenpas, President/CEO
Wisconsin Bank & Trust
1510 Mid Valley Dr.
De Pere, WI 54115

Date: 11/10/2016

Signature: _____

Darrell Hofland, City Administrator
City of Sheboygan
828 Center Ave. Suite 205
Sheboygan, WI 53081

Date: 11/10/2016

Signature: _____

III

Res. No. _____ - 16 - 17. By Alderperson Wolf. November 21, 2016.

A RESOLUTION authorizing the appropriate City official to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance.

WHEREAS: Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges, and;

WHEREAS: In enacting the Ordinance, the Sheboygan County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities, and;

WHEREAS: The Sheboygan County Ordinance requires that $1.5 Million of anticipated revenue (adjusted annually) from the sales tax be distributed to municipalities within County based on an equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board.

RESOLVED: That the appropriate City official is hereby authorized to enter into an Intergovernmental Cooperative Agreement with Sheboygan County for Sales Tax Revenue-Sharing for Transportation Infrastructure Maintenance for 2017.

BE IT FURTHER RESOLVED: That the City agrees to use the payment for road and bridge maintenance purposes, the City will not reduce the road and bridge maintenance budget as a result of receiving the payment and the City will cooperate with County's Finance Department to allow County to review the City of Sheboygan 2017 budget, resulting financial reports and supporting detail to assure County that the City of Sheboygan is complying with responsibilities of the agreement.

Finance

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2016.

Dated _____ 2016. _____, City Clerk

Approved _____ 2016. _____, Mayor

SHEBOYGAN COUNTY

WISCONSIN

Wendy A. Charnon
Finance Director

Tim J. Woodworth
Senior Accountant

October 28, 2016

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

Re: Sheboygan County Shared Revenue Program

Greetings,

As a participant in the Sheboygan County Shared Revenue Program for the transportation needs of our County, in addition to the executed resolution and signed Intergovernmental Agreement, the Sheboygan County Finance Department is requesting the attached "Form A" be filled out annually. This form will aid in the review process of the activities as outlined in the Agreement under Section 6.

The Intergovernmental Agreement, your Resolution, and Form A should be returned to the Sheboygan County Finance Department by December 30th. Once all signatures are attained, a copy of the Intergovernmental Agreement will be returned to you for your records.

For our 2017 initiating year, payments will be scheduled to be disbursed in two equal installments, the first being in July and the second being in September.

If you have any questions regarding this process, please contact me at 459-3166. I would welcome the opportunity to meet with you directly.

Thank you,

Wendy A. Charnon
Finance Director

Telephone (920) 459-3007
Facsimile (920) 459-0334

Administration Building
508 New York Avenue - Room 208
Sheboygan, WI 53081-4126

Wendy.Charnon@sheboygancounty.com
Tim.Woodworth@sheboygancounty.com
www.sheboygancounty.com

SHEBOYGAN COUNTY SALES TAX REVENUE-SHARING FOR TRANSPORTATION INFRASTRUCTURE MAINTENANCE 2017 INTERGOVERNMENTAL COOPERATIVE AGREEMENT

1. **PARTIES**. The parties to the Agreement are the **CITY OF SHEBOYGAN** (Municipality), a municipal corporation with offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and **SHEBOYGAN COUNTY** (County), a Wisconsin governmental body corporate, organized pursuant to Wis. Stat. § 59.01, having its principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

2. **PURPOSE**. Sheboygan County enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining Sheboygan County's roads and bridges. In enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financing challenges for the transportation infrastructures within those municipalities. The Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed to municipalities within County based on a equalized value formula provided that the municipalities agree to be bound by the terms of an Intergovernmental Cooperative Agreement as approved by the County Board. This Agreement, having been approved by the County Board, and agreed to by Municipality, assures that the revenue being distributed herein will be spent to maintain Municipality's road and bridge infrastructure.

3. **EFFECTIVE DATE; TERM; TERMINATION**.

A. Effective Date. This Agreement shall become effective on the last date of the required signatures at the end of this document.

B. Initial Term; Renewals. The initial term of this Agreement is for calendar year 2017 and is subject to renewal.

C. Termination – By County. During the term, this Agreement may be terminated by County, if County determines that Municipality is not honoring the terms and conditions of this Agreement and County shall have no further obligations to make any payments or perform any other requirements herein.

D. Termination – By Municipality. During the term, this Agreement may be terminated by Municipality if Municipality determines that it no longer wishes to be bound by the terms and conditions of this Agreement and County shall be relieved of any further obligations to make any payments or perform any other requirements herein.

4. **AUTHORITY**. This Agreement is entered into between the parties pursuant to Wis. Stat. § 66.0301, authorizing intergovernmental cooperation and by Wis. Stat. § 77.76(3) which allows counties to distribute sales tax proceeds to municipalities within Sheboygan County. Both parties represent that their respective governing bodies have authorized entry into this Agreement.

5. RESPONSIBILITIES OF COUNTY.

A. County shall, over the course of calendar year 2017, pay to Municipality as a distribution of sales tax revenue, the sum of **$412,266**.

B. County shall determine at its option whether the payment will be distributed in one lump sum or whether it will be in periodic payments. County shall determine at its option the timing and method of the payments.

C. County shall provide reasonable advance notice to Municipality as to its payment distribution method so that Municipality may budget accordingly.

6. RESPONSIBILITIES OF MUNICIPALITY.

A. Municipality agrees to use the payment for road and bridge maintenance purposes.

B. Municipality agrees not to reduce its road and bridge maintenance budget as a result of receiving the payment. It is the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose.

C. Municipality may, as part of its budgeting and planning process, hold over spending all or part of the payment into a different calendar year or otherwise bundle the payment in a manner that is acceptable in advance with the County provided the County is satisfied that Muncipality's spending of the payment is consistent with the intent that the payment shall enhance Municipality's ability to address its road and bridge maintenance needs over the amount that Municipality would otherwise be budgeting for this purpose

D. Municipality agrees to cooperate with County's Finance Department to allow County to review Municipality's budget, resulting financial reports and supporting detail to assure County that Municipality is complying as provided herein.

E. Municipality must provide a Resolution supporting the County Sales Tax Revenue-Sharing Cooperative Agreement.

7. RESOLUTION OF DISPUTES. County, through its County Administrator, shall determine as to whether Municipality has fulfilled its responsibilities under this Agreement. This Agreement will be renewed annually upon similar terms.

8. HOLD HARMLESS; INDEMNIFICATION. Each party shall defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss, and expense including reasonable attorneys' fees imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the services pursuant to the Agreement. Each party shall promptly notify the other of any claim arising under this provision, and each party

shall fully cooperate with the other in the investigation, resolution, and defense of such claim. This Agreement does not waive any governmental or sovereign immunity. Both parties retain all applicable governmental immunities, defenses, and statutory limitations available, including Wis. Stat. § 893.80, 895.52, and 345.05.

9. SEVERABILITY. If any provision in this Agreement is determined to be void and unenforceable for any reason, the remaining provisions shall remain in full force and effect unless the removal of the severed provision would substantially impair the ability of either party to perform the essential purpose of this Agreement.

10. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties relating to their relationship and supersedes all prior understandings, oral agreements, negotiations, representations, and agreements relating to the same subject matter.

Approved by the parties by the following authorized representatives:

City of Sheboygan
[Municipality]

By:_____ _____
Authorized Representative Date Signed

By:_____ _____
Authorized Representative Date Signed

SHEBOYGAN COUNTY

By:_____ _____
Adam N. Payne Date Signed
Sheboygan County Administrator

By:_____ _____
Thomas Wegner Date Signed
County Board Chair

SAMPLE RESOLUTION FOR RECEIVING COUNTY SALES TAX PROCEEDS

WHEREAS, the Sheboygan County Board enacted Ordinance No. 2 (2016/17) establishing a one-half percent (.5%) County sales tax for the purpose of raising revenues to address the challenges of maintaining the roads and bridges under the County's jurisdiction; and,

WHEREAS, in enacting the Ordinance, the County Board recognized that the municipalities within Sheboygan County have similar financial challenges for the transportation infrastructures under the jurisdiction of those municipalities as the County does for the roads and bridges under the County's jurisdiction; and,

WHEREAS, the Ordinance requires that $1.5 Million of anticipated revenues (adjusted annually) from the sales tax be distributed by the County to municipalities within the County based on an equalized value formula, provided that each recipient municipality agrees that the revenue being distributed will be spent to maintain the municipalities' road and bridge infrastructure as set forth in an Intergovernmental Cooperative Agreement with the County; and,

WHEREAS, the (City) (Village) (Town) of _____ supports the County Sales Tax Revenue-Sharing Cooperative Agreement; and,

WHEREAS, it is in its best interests of the (City) (Village) (Town) of _____to receive its share of the distribution and agree to be bound by the terms of the County's Intergovernmental Cooperative Agreement;

NOW THEREFORE BE IT RESOLVED that the (Council) (Board) of the (City) (Village) (Town) of _____approves the proposed Intergovernmental Cooperative Agreement with Sheboygan County, a copy of which is on file with the Clerk, and agrees to be bound by its terms.

BE IT FURTHER RESOLVED, that the (Mayor) (President) (Chairperson) and Clerk are authorized and directed to sign the Intergovernmental Agreement on behalf of the (City) (Village) (Town).

BE IT FURTHER RESOLVED, that the (Mayor) (President) (Chairperson) and Clerk are authorized to sign annual Intergovernmental Agreements going forward on behalf of the (City) (Village) (Town) unless the (Council)(Board) adopts a resolution rescinding this authority.

Sheboygan County Shared Revenue Program

Budget Year 2017

(Form A)

Section One

Municipality: _____

Transportation Budget 2016: $_____

Transportation Projection for 2016: $_____

Transportation Budget Proposed 2017: $_____

County Shared Revenue: $_____

Section Two - Transportation Project the revenue will be applied to *(If multiple projects, please complete Form A, Section Two for each project)*:

Project Description: _____

Project ID: _____

Total cost of Project: $_____

Anticipated start of Project: _____

Anticipated completion of Project: _____

General Ledger Accounting Unit (if identifiable): _____

I hereby attest the information provided above is an accurate representation of the intended use of the transportation funds from the Sheboygan County Shared Revenue Program and understand that any misrepresentations may result in funds being denied in future years.

Signed:

_____ Date: _____

_____

Title

Telephone (920) 459-3007
Facsimile (920) 459-0334

Administration Building
508 New York Avenue - Room 208
Sheboygan, WI 53081-4126

Wendy.Charnon@sheboygancounty.com
Tim.Woodworth@sheboygancounty.com

Sheboygan County Sales Tax Revenue Sharing with Municipalities
For Budget Year 2017

MUNI NAME	2016 EQ VAL LESS TID INCREMENT	PERCENT	ALLOCATION
GREENBUSH	138,767,100	0.02	$24,590
HERMAN	133,496,800	0.02	$23,656
HOLLAND	313,188,000	0.04	$55,498
LIMA	220,670,900	0.03	$39,103
LYNDON	165,171,300	0.02	$29,269
MITCHELL	112,497,200	0.01	$19,935
MOSEL	129,631,600	0.02	$22,971
PLYMOUTH	325,637,300	0.04	$57,704
RHINE	334,344,100	0.04	$59,247
RUSSELL	35,503,200	0.00	$6,291
SCOTT	141,948,900	0.02	$25,154
SHEBOYGAN	709,133,600	0.08	$125,660
SHEBOYGAN FALLS	200,233,600	0.02	$35,482
SHERMAN	138,609,500	0.02	$24,562
WILSON	375,337,300	0.04	$66,511
ADELL	34,924,500	0.00	$6,189
CASCADE	38,961,700	0.00	$6,904
CEDAR GROVE	136,673,600	0.02	$24,219
ELKHART LAKE	277,790,400	0.03	$49,225
GLENBEULAH	29,186,600	0.00	$5,172
HOWARDS GROVE	225,854,600	0.03	$40,022
KOHLER	404,614,200	0.05	$71,699
OOSTBURG	169,630,500	0.02	$30,059
RANDOM LAKE	139,127,700	0.02	$24,654
WALDO	29,803,400	0.00	$5,281
PLYMOUTH	606,956,500	0.07	$107,554
SHEBOYGAN	2,326,529,000	0.27	$412,266
SHEBOYGAN FALLS	570,678,200	0.07	$101,125
COUNTY TOTAL	8,464,901,300	1.00	$1,500,000

SHEBOYGAN COUNTY ORDINANCE NO. 02 (2016/17)

Re: **Enacting One-half Percent County Sales Tax to Maintain Sheboygan County's Transportation Infrastructure**

WHEREAS, one of the greatest challenges to Sheboygan County government is to raise the revenues necessary to maintain the roads and bridges under County jurisdiction, and

WHEREAS, with 450 miles of County roads, each of which should be repaved approximately every 15 years, Sheboygan County needs to repave an average of 30 miles of the system each year in order to maintain the system to adequate contemporary standards, and

WHEREAS, even based on an average of $3 million per year that the County currently devotes out of its capital borrowing and $2 million in property tax levy for construction and paving, the County is currently only able to repave an average of 18 miles of road per year, thus falling further and further behind in addressing the maintenance needs for the County Road system, and

WHEREAS, if a County road is not repaved on a timely basis, the road will be subject to reconstruction costs which become significantly more expensive than timely repaving would have been, and

WHEREAS, in addition to the construction and paving of County roads, the County faces similar challenges with respect to maintaining bridges and town and state roads for which the County is responsible, and

WHEREAS, the problems that the County is facing to finance the required maintenance of its roads and bridges are also faced by the cities, villages, and towns in the County with respect to their transportation infrastructure as well, and

WHEREAS, Wis. Stat. § 77.70 allows counties to enact ordinances to raise revenues by imposing a county sales and use tax at the rate of one-half of one percent (0.5%), and

WHEREAS, 62 of the State's 72 counties have enacted county sales taxes, and

WHEREAS, a September 2015 Wisconsin Taxpayer Alliance publication estimated that if Sheboygan County had put a sales tax in place for all of 2014, it would have yielded approximately $9.5 million in revenues for Sheboygan County, and

WHEREAS, from an analysis prepared for the Wisconsin Department of Tourism, it can be estimated that as much as $1.7 million of an estimated $9.5 million in annual sales tax income, or approximately 18% would be paid by tourists who come to Sheboygan County and who use the County's resources including the County Road system, and

WHEREAS, if Sheboygan County were to enact a county sales tax, the total state and county sales tax rate of five and one-half of one percent (5.5%) for Sheboygan County would still be less than the state rate alone in the neighboring states of Illinois, Indiana, Michigan, and Minnesota where many of Sheboygan County tourists are drawn from, and

WHEREAS, the enactment of a county sales tax will provide property tax relief for Sheboygan County residents by providing an alternate revenue source rather than raising property taxes, while at the same time providing property tax relief by furnishing revenues for County operations from non-resident spending that would otherwise have had to be provided by increasing the property tax rate, and

WHEREAS, in the absence of the enactment of a County sales tax, the County Board would have to borrow considerably more, significantly increase property taxes, or substantially reduce other government services in order to maintain the County's transportation infrastructure, and

WHEREAS, if Sheboygan County were to enact a sales tax and earmark the revenues for transportation spending, there would be a significant increase in revenue dedicated to address the ongoing transportation needs of the County a decrease on average of $3 million from the County's annual bonding that has heretofore been used to pay for County transportation projects, and direct property tax relief as a result of less borrowing and therefore less debt service, and

WHEREAS, Sheboygan County recognizes the challenges for all municipalities in the County to repair and maintain their roads and would share revenue of $1.5 Million in the first year of implementation and similar sums thereafter, and

WHEREAS, the enactment of a sales tax within these parameters would be consistent with the vision statement for Sheboygan County to be responsive, cost-effective, and fiscally responsible;

NOW, THEREFORE, the County Board of Supervisors of the County of Sheboygan does ordain as follows:

Section 1. **Creating Chapter 7**. Chapter 7 of the Sheboygan County Code of Ordinances is hereby created as follows:

CHAPTER 7
COUNTY SALES AND USE TAX ORDINANCE

7.01 TITLE. This Ordinance may be cited as the Sheboygan County Sales and Use Tax Ordinance.

7.02 AUTHORITY. This Ordinance is enacted under the authority of Subchapter V of Chapter 77 of the Wisconsin Statutes and acts amendatory thereto.

7.03 DEFINITION. As used in this Chapter, "sales and use tax" includes the excise tax referred to in Wis. Stat. § 77.71.

7.04 PURPOSE OF ORDINANCE. The purpose and goal of enacting this Ordinance is to utilize revenues from the County sales and use tax to reduce the property tax levy.

7.05 COUNTY SALES AND USE TAX. Pursuant to and in strict conformity with the provisions of Wis. Stat. ch. 77, Subchapter V, the County of Sheboygan does hereby elect to impose a County sales and use tax in the manner and to the extent permitted by Wis. Stat. ch. 77, Subchapter V.

7.06 SALES AND USE TAX RATE. The sales and use tax imposed by this Chapter shall be at the rate of one half of one percent (0.5%).

7.07 EARMARKED REVENUES. In order to assure the statutory goal of using sales and use tax revenues to reduce property taxes, as long as Sheboygan County receives revenues from this sales and use tax, all revenues derived therefrom shall be held in a segregated account. From that account, the revenues shall be designated for use for the following two purposes and no other:

(1) The sum of $1.5 Million in 2017 pursuant to Wis. Stat. § 77.76(3) will be available to be distributed in arrears to each of the cities, villages and towns ("Municipality") within Sheboygan County based on the respective equalized value as adjusted annually, in

relation to the total sum to be distributed. The amount to be distributed will be adjusted annually from $1.5 Million based on the percentage that $1.5 Million comprises in relation to the total county sales and use tax revenue received annually after the first full year of revenue collection in 2018. The terms and conditions of the distribution to each Municipality shall be set forth in a standard Intergovernmental Cooperative Agreement between the County and each Municipality. In order to receive the distribution, the Municipality shall agree to be bound by the terms of the Intergovernmental Cooperative Agreement with the County, the terms of which shall be annually reviewed and approved by resolution by the County Board. In the event that the Municipality declines to be so bound, the sums that would otherwise be allocated to that Municipality shall be utilized by the County's Transportation Department. In the event that the Municipality does not act in accordance with the terms of an intergovernmental cooperative agreement, the County Board in its sole discretion may decline to offer any sums to that Municipality in the following year and the sums that would otherwise have been allocated to that Municipality shall be utilized by the County's Transportation Department.

(2) The balance shall be assigned as revenue to the Transportation Department Highway Division in its annual budgets, for its use for maintaining and improving its transportation system and capital equipment.

7.08 HIGHWAY CAPITAL BORROWING. In consideration of receiving the sales and use tax revenues, no annual budget of the Transportation Department Highway Division shall include bonding capital projects or capital equipment related to road and bridge repairs, maintenance, or road and bridge reconstruction unless authorized by the County Board.

7.09 REPORTS FROM FINANCE DIRECTOR.

(1) The Finance Director shall provide to the Finance Committee a report of all revenue received through the imposition of the sales and use tax since the previous reporting period. This report shall be given on a monthly basis or within thirty (30) days of such time as the Finance Director receives the information from the WI Department of Revenue.

(2) The Finance Director shall provide a report to the Finance Committee no later than July 31 of each year analyzing the revenues derived hereunder.

(3) After providing the report as described in (2) above and after consulting with the Finance Committee and the County Administrator, the Finance Director or County Administrator shall provide a similar report to the County Board at each August County Board meeting.

7.10 SEVEN-YEAR REVIEW. After January 1, 2024, at which time the sales and use tax will have been in place for seven (7) years, the County Administrator, together with the Finance Director and the Transportation

Director, shall prepare a report to the County Board as to the amount of revenue received through the tax since its inception, the amount of debt service reduction realized since its inception, the impact that the tax revenue has had on the stated goal to maintain the County transportation system, the projected future transportation infrastructure needs after 2024, and such other aspects as may be deemed relevant. The report shall contain a recommendation as to whether this Chapter shall be continued and be presented to the County Board no later than June 1, 2024, so that the Board may act on the report's recommendations as it determines may be appropriate for implementation prior to the enactment of the budget for 2025.

7.11 CONFORMITY TO STATE LAWS. It is the express intent of the County of Sheboygan that the construction, administration, and application of this Ordinance to all persons in all situations shall conform to the laws of the State of Wisconsin in all ways and it shall be so construed, applied, and administered.

7.12 EFFECTIVE DATE. This Ordinance shall become effective as of the first day of January 2017 in the manner provided for by law.

Section 2. **Delivery to Department of Revenue**. The County Clerk is hereby directed to deliver a certified copy of this Ordinance to the Secretary of Revenue at least one hundred twenty (120) days prior to January 1, 2017.

Respectfully submitted this 21st day of June, 2016.

TRANSPORTATION COMMITTEE

Jacob Van Dixhorn
Jacob Van Dixhorn, Chairperson

Roger Te Stroete
Roger Te Stroete, Vice-Chairperson

James P. Glavan
James P. Glavan, Secretary

Richard C. Bemis
Richard C. Bemis

Al Bosman
Al Bosman

Opposed to Introduction:

ENACTED 07.19.2016

III

Res. No. ___ - 16 - 17. By Alderperson Thiel. November 21, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for professional services related to performance of an Operational and Departmental Structure study for the Sheboygan Fire Department.

WHEREAS: With the passage of Res. No. 72-16-17, the Common Council directed that the purchasing agent prepare and issue a request for proposals for performance of an operational and departmental structure study of the Sheboygan Fire Department and;

WHEREAS: Six proposals from firms having the necessary qualifications were received and reviewed by a team consisting of the Fire Chief, Assistant Fire Chief, Deputy Fire Chief, several Battalion Chiefs, the City Administrator and the Purchasing Agent and;

WHEREAS: In addition, the Request for Proposals was structured in such a way as to account for the items suggested by the Fire Chief as 'Phase I" and the additional items in the detailed in the resolution as "Phase II", should the Council decide to split the project due to fiscal or other constraints.

WHEREAS: The Fire Chief has also gone on record with a plan to seek additional accreditation for the Sheboygan Fire Department and has indicated that a number of tasks identified in this project are also required components of an endeavor to seek accreditation.

pp+s

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with the firm recommended by the Public Protection and Safety Committee for a Phase I (and Phase II) Operational and Departmental Structure Study.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on an account which has not yet been identified in payment of same.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ___ - 16 - 17 . By Alderperson Belanger. November 21, 2016.

A RESOLUTION authorizing the Superintendent of Parks and Forestry to oversee the Recreational Fires on the Beaches Program.

WHEREAS, Four authorized fire rings will be provided by the City on Deland Beach between Memorial Day and Labor Day; and

WHEREAS, The Superintendent of Parks and Forestry has the authority to add fire rings to other beaches or parks; and

WHEREAS, Enforcement of fires on the beach will be consistent with City Park Ordinances; and

WHEREAS, The Parks Division will work with volunteers to provide adequate cleaning of the fire rings and immediate beach area; and

WHEREAS, The Superintendent of Park and Forestry has the authority to remove any and all fire rings from the beaches and parks if City Park Ordinance violations occur and are deemed hazardous to the beaches and parks and/or to the public.

NOW THEREFORE BE RESOLVED: That the Superintendent of Parks and Forestry is hereby authorized oversee Recreational Fires on the Beach Program.

Pub. Wks.

_____

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. _____ - 16 - 17. By Alderperson Donohue. November 21, 2016.

A RESOLUTION authorizing the City to enter into contract with Sun Life Stop Loss Insurance Coverage effective January 1, 2017. Coverage in 2017 will be $150,000 per unit.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract accepting a supplemental Stop Loss Insurance Plan to include a separate plan for Transplant Coverage, Optum's Managed Transplant Program.

BE IT RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411030-540206 in payment of same.

Sal + Grieu

_____

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

OPTUM™

Kenneth Mohr
9100 Shelbyville Road
Louisville, KY 40222

502-318-1743 Telephone
ken.mohr@optum.com

www.optum.com

Attention: Joanne Frye, UMR joanne.frye@umr.com

Cc: UMR-StopLossMarketin@umr.com

Policyholder: City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Policy Date: January 1, 2017 to December 31, 2017

Policy Number: 1000467

Premium Due Date: January 1, 2017

The Policyholder has selected the following critical care benefits plan: Optum Managed Transplant Program

Premium Rates: $5.20 Single
$12.46 Family

Commissions: 10%

Please notify Optum if you have any changes in your Third Party Administrator, Case Management or Agent of Record. This will allow Optum to continue to administer the Managed Transplant Program without disruption.

By signing this document I agree to renew the Managed Transplant Program policy for City of Sheboygan

_____

(Signature)

_____

(Title)

_____

(Date)

III

Res. No. _____ - 16 - 17. By Alderperson Donohue. November 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2017 through December 31, 2017.

WHEREAS, the City allows employees to enroll in a flexible spending program;

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Services for the time period January 1, 2017 through December 31, 2017.

Sal + Grill

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

City of Sheboygan
Flexible Benefit Plan
Agreement for Service

01/01/2017 - 12/31/2017

DIVERSIFIED BENEFIT SERVICES, INC.
Dedicated to Excellence in Benefit Management Solutions

This Agreement for Third Party Administration Services ("Agreement") is made and entered into between Diversified Benefit Services, Inc. hereinafter referred to as "DBS" and the Employer designated on page (4) hereinafter referred to as "Employer".

WHEREAS, Employer has engaged DBS as a Third Party Administrator ("TPA") to provide Section 125 - Flexible Benefit Plan - FSA ("Plan") services ("Services") for the Plan sponsored by the Employer;

WHEREAS, DBS is making available FSA administrative and other related services to be established by the Employer and designed to comply with Section 125 of the Internal Revenue Code (the "Code");

WHEREAS, the FSA administrative services incorporates professional material, and internally developed DBS corporate information;

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein the parties hereto agree as follows:

1. DBS agrees to make available the Flexible Benefit Plan to be used as the Employer Flexible Benefit Plan. Employer agrees not to disclose details of the Plan to other parties or copy any materials provided, except for auditors, attorneys, and others to whom disclosure is legally required, unless DBS gives permission to do so.
2. Employer retains DBS as Plan Agent for the Employer Flexible Benefit Plan and authorizes DBS to perform all functions necessary to prepare, implement, and operate the Employer Flexible Benefit Plan.
3. Employer agrees to provide data that DBS needs in communication and enrollment of the Flexible Benefit Plan. Employer also agrees to make the necessary payroll deductions and assist DBS in implementing and operating the Plan.
4. Employer recognizes that certain owners and their family members may not be eligible to participate in the Flexible Benefit Plan (including the pre-tax premium portion of the Plan). The Employer agrees to contact their legal counsel as needed to determine whether their owners and family members can participate. The Employer further agrees not to provide DBS with enrollment information on the owners and family members if it is determined said persons are ineligible to participate.
5. DBS services may include some or all of the following items (as needed): restatement of a Flexible Benefit Plan Document, Summary Plan Description, ancillary forms, employee enrollment, and claims recordkeeping. In addition, annual non-discrimination testing required under Code Section 125 may be completed only if the Employer agrees to provide all Plan contribution information to DBS, including any group insurance premium contributions and key / highly compensated employee information (including salaries). Only dependent care testing can be completed if the Employer elects not to provide group insurance premium contribution amounts to DBS. The testing will be completed only if the Employer provides timely and complete information. Other package services specified in the attached Schedule A may be provided as noted by the Employer.
6. If the Employer elects to have the employee pay the monthly ongoing administration fee and an employee terminates with a balance in an account, the Employer shall be responsible for the monthly fee from that point forward. In addition, Employer recognizes that the Plan allows employees to submit claims after Plan year end for a specified period in accordance with the Plan Document. Employer understands and agrees that during this Plan year run out period, fees will be invoiced on the same basis as the previous months of the Plan year and will be for the run out period. This will be shown as a separate line item on the invoice. In addition, a separate line item on the invoice will be for services pertaining to the new Plan year coverage period.
7. Employer agrees to pay fees for services on a timely basis to DBS as listed in the attached Schedule A which is made part of this Agreement. Terms are included on each invoice as due upon receipt. In the event that the Employer does not remit payment for an undisputed invoice within a reasonable period of time (30 days), DBS shall cease providing Services to the Employer until such time that any outstanding invoices are paid.
8. Any overpayments to employees as a result of the Employer not notifying DBS as to status changes via the DBS Status Change Notification Form or other agreed upon format by both parties as of the claim cut-off date, will be the responsibility of the Employer. DBS shall have two complete business days to respond to the Employers request on a termination change, status change or other election change. Any subsequent bank charges as a result of the aforementioned will be the responsibility of the Employer. Requests by the Employer for processing special checks (meaning checks not processed at the regular claims processing date) due to an employee filing late claim(s), (meaning claim(s) received by DBS after the claims deadline date), or for lost or stolen checks will be done for a fee of $35 per check. If an employee or former employee fails to retain original documentation regarding claims submitted to DBS and the employee or former employee requests copies of claims and/or documentation from DBS

because of an audit by the IRS or another agency, there will be a fee of $0.25 per copy made. This will only be authorized by the Employer and will be billed to the Employer if authorization is obtained.

9. With respect to inadvertent overpayments to participants, DBS shall make reasonable efforts to recoup such payments, including offsets to future payments, ACH withdrawals (in the case of direct deposit participants) and a written request to return such overpayments, provided that DBS is notified within sixty days of such overpayments. However, DBS will not be responsible for funding any legal action to recover such overpayments, nor will it be responsible for reimbursing such overpayments to the Employer.

10. Employer agrees to pay to DBS the agreed upon fee indicated for other services listed on attached Schedule. This agreement does not cover any possible future Government imposed costs regarding auditing of Flexible Benefit Plans. Also, it is not within the scope of this Agreement to cover possible future Government imposed costs with regard to filing fees for any Government forms, documents, or year end (5500) reports. The term "Government" shall include but not be limited to the United States Government, Internal Revenue Service, Department of Labor, or a State within the United States.

11. This Agreement shall be exclusive and remain in effect for a period of one full Plan year wherein both parties have signed and dated said Agreement ("Initial Term"), after which time it shall be renewed automatically for one Plan year period ("Renewal Terms"), unless one party notifies the other in writing at least ninety (90) days prior to the renewal date that it does not intend to renew. The renewal date shall be the end of the Plan year. Notification under Section 11 of this Agreement shall be deemed duly given if delivered by certified or registered mail with postage prepaid to DBS or the Employer.

12. Notwithstanding the preceding paragraphs, either party may terminate this Agreement for cause at any time. "Cause" shall be limited to any of the following reasons: (a) if either party fails to perform its duties hereunder and such failure is not cured within thirty days of receipt of written notice thereof; (b) if all or any portion of the Plan fails to comply with applicable provisions of the Code and regulations thereunder or state regulations; or (c) if some or all of the Plan is not legally or validly implemented.

13. If the Employer terminates the Agreement without cause during the Agreement period ("Initial Term or Renewal Term"), the Agreement must be purchased by the Employer. Such Agreement buyout shall be based upon the fees that would have been charged for the remainder of the Agreement period for such services as future enrollment, monthly administration, miscellaneous, and any package services that may apply. Such fees shall be those as set forth in the attached Schedule A of the Agreement. Payment of the final invoice shall be due upon receipt. If the final invoice is not paid as described, DBS will not process claims and/or reports until full payment is made by the Employer.

14. If the Employer is purchased by another organization and/or merges and/or affiliates with another organization, the terms of this Agreement shall remain in full force and shall be binding until the end of the term of the Agreement unless a buyout of the Agreement is agreed to. Any buyout of the Agreement shall be the fees that would have been charged for the remainder of the Agreement period. Such fees shall be based upon the attached Schedule A of the Agreement including enrollment, monthly administration, miscellaneous, and any package fees that may apply.

15. DBS shall have the right to retain, at its own cost, outside services in preparing, implementing and operating of the Plan.

16. Nothing contained herein shall obligate Employer to utilize DBS as its agent or broker in providing group benefits to employees.

17. Employer recognizes that the Plan Document is an important legal document and that it has been prepared based on the understanding of DBS of the desired provisions. To ensure that the Plan Document conforms to the Employer's situation the Employer should consult with its attorney on the legal and tax implications of the Plan. Employer recognizes that DBS is not a law firm and that DBS employees are not attorneys. Additionally, Employer recognizes that DBS is not an accounting (CPA) firm.

18. Employer recognizes that DBS may maintain paper and/or electronic records related to member/participant claims for a period of seven years, after which time the records will be destroyed.

19. Employer agrees to indemnify and hold harmless DBS, its affiliates, and any of its directors, officers or employees with respect to any and all liabilities, losses, damages, or expenses, including reasonable attorneys' fees, related to third party claims incurred by reason of the failure of the Employer to carry out its obligation under this agreement on a timely and non-negligent basis, unless such failure is based upon the negligence of DBS or any of its employees.

20. DBS agrees to indemnify and hold harmless Employer, its affiliates, and any of its directors, officers or employees with respect to any and all liabilities, losses, damages, or expenses, including reasonable attorneys' fees, related to third

party claims incurred by reason of the failure of DBS to carry out its obligation under this agreement on a timely and non-negligent basis, unless such failure is based upon the negligence of Employer or any of its employees.

21. This exclusive Agreement, including Schedule A, constitutes the entire understanding of the parties and may be modified only in writing executed by both parties. It shall be binding upon both parties and their successors or assigns and shall be interpreted under the laws of the State of Wisconsin.

22. Plan years covered by the "Initial Term" of this Agreement shall be 01/01/2017 - 12/31/2017.

23. The respective rights and obligations of the parties under Sections 7, 18, 19, 20, 21, and 24 shall survive the termination of this Agreement.

24. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed and enforced as if such provision had not been included.

25. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Any signature delivered by a party by facsimile transmission shall be deemed to be an original signature thereto.

26. All notices, demands, and requests that a party is required or elects to give to any other party shall be in writing and any such notice shall become effective (a) upon personal delivery thereof, including, but not limited to, delivery by a recognized overnight mail or courier service, or (b) three (3) days after it shall have been mailed by United States mail, first class, certified or registered, with postage prepaid, in each case addressed to the party to be notified as set forth in the agreement or to such other address as each party may designate for itself by like notice.

27. Notices to DBS will be sent to:

    Diversified Benefit Services, Inc.
    P.O. Box 260
    Hartland, WI 53029
    Attn: Timothy G. Pederson, President

Dated this _____ day of _____, 2016.

City of Sheboygan - "Employer"

By: _____ Title: _____

Attest: _____ Title: _____

_____

Employer Address, City, State, Zip / (Notices will be sent to the above address)

Diversified Benefit Services, Inc. - "DBS"

By: _____ Title: President

Witness: _____ Title: Sales & Enrollment Coordinator

City of Sheboygan Schedule A

1. Plan Implementation

Plan Design, Plan Document, Summary Plan Description, Business Associate Agreement, Privacy Practices provided as is. Client generated benefit or Plan changes that require the updating, changing, amending or restating of the Plan Document or Summary Plan Description will be billed separately. Printing of SPD booklets will be billed separately.

Fee: *No Charge for Legal Documents 'as is'*

2. Group Meetings

Flexible Benefit Plan group meeting materials provided to the employer for distribution to employees. Group presentation(s) or webinars include communication of the Flexible Benefit Plan and explanation of enrollment materials and how to file a claim for reimbursement.

Fee: $90/meeting initial plan year; $50/meeting in subsequent plan years. *(Travel/lodging/meals billed separately if applicable)*

3. Employee Enrollment Options & Related Services
(Employer May Choose the Type of Enrollment)

A. Individual Employee Meetings. Option A (1) – Comprehensive Individual Employee Meetings: Services will include individual employee enrollment sessions with DBS Benefit Enrollers with a review of the employee flexible benefit Plan worksheet/employee guide and the utilization of the prior plan year. The DBS notebook computer system may be utilized if appropriate. Also includes the completion of enrollment forms and providing employees with an expense reimbursement kit. DBS will provide the Employer with copies of completed enrollment forms if requested. Also includes establishing Plan records on the DBS flexible benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan year setup services. Option A (2) – DBS Enrollers onsite to answer employee questions: DBS Benefit Enrollers will be available for a limited period of time to answer employee questions regarding the plan. Enroller related costs such as travel, lodging, meals may be billed separately if applicable.

B. Employer Self-Enrollment. DBS will provide the Employer with enrollment forms, employee guides, and additional Plan materials for distribution to all eligible employees. An enrollment letter and Plan fact sheet will be provided as well. DBS will supply the Employer with claim forms and/or expense reporting kits as needed. This section also includes establishing Plan records on the Flexible Benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan services. Another option allows for DBS to provide an electronic file of the enrollment materials for Employer to distribute to eligible employees. A third option allows for the employer to send an eligibility/enrollment file electronically to DBS to allow enrollment information to be downloaded into the DBS administration system.

C. Online Internet Enrollment. DBS will provide the Employer with an enrollment instruction letter and Plan information letter that includes a system password for User name and PIN. This will allow employees access to the DBS Website and Online enrollment system. Employees will receive screen confirmation when submitting their election information with print capability. The Employer agrees to distribute the enrollment letter with instructions to all eligible employees. DBS will provide the Employer with copies of completed online enrollment forms if requested. This section also includes establishing Plan records on the Flexible Benefit Plan software administration system, preliminary Plan compliance, election auditing, and other related in-house Plan year setup services.

Option A Fee:	(1) Comprehensive individual employee meetings with DBS enroller(s):	$10.00/eligible employee/plan year (Minimum fee: $150)
	(2) DBS Enrollers onsite to answer employee questions:	$300/enroller/day (Minimum fee: $150)
Option B Fee:	Self-Enrollment using paper packets or electronic file of materials or eligibility file sent by Employer to DBS:	$3.00/FSA participant/year (Minimum fee: $100)
Option C Fee:	Online Internet Enrollment:	$3.00/FSA participant/year (Minimum fee: $100)

City of Sheboygan Schedule A (continued)

4. Record-keeping, Claims processing, and Plan Reporting

- Process claims from Plan participants and issue reimbursements
- A.S.A.P.® Online Account Viewing (Advanced Strategic Administrative Program) package for enhanced administrative user features including claim details, advanced report options and advanced report filtering services. Also includes access to archived Plan year data for all years and related data and ASCII/Excel data format download for certain reports
- Provide employer aggregate Plan reporting for online viewing and printing
- Prepare employee statements as needed
- Process all family status changes including new hires and terminations
- Reissue lost or stolen reimbursement checks
- Provide 800 toll free telephone number for out of area participants
- Provide periodic informational notices as needed

Plan Year	Monthly Fee Schedule – (FSA Service Only)
01/01/2017 - 12/31/2017	$4.20/participant/month for service agreement year one

The above monthly fee includes the following categories: Dependent Care Reimbursement Account, Medical Expense Reimbursement Account and/or the Independent Premium Feature. Employer reports including transaction ledger summary, payments in excess of deposits, account deposit summary, and check register are included in the online service package for the Employer.
Minimum Monthly Group Administration Fee: *$100.00*

Miscellaneous Fees

I. Postage/UPS Reimbursement: Statements/checks/direct deposit notices mailed directly to Plan participants and packages sent via UPS directly to the client.
Fee: ***First class postage and/or UPS shipping fees***

II. Customized materials requested by the client: ***To be quoted***

Optional Services

I. ACH/EFT service includes account setup with client bank, direct deposit of FSA reimbursements, and transfer of claim payments via ACH from the Employer designated account to the DBS Master 125-FSA account and the mailing of checks and/or direct deposit notices directly to Plan participants.
Fee: ***First Class postage reimbursement***

II. Annual 5500 & SAR Preparation: Includes data gathering, 5500 & SAR form preparation, answers to questions regarding the form, related W2 questions.
Fee: ***$350/year (if required for employer)***

III. Pre-paid stored value card service (debit cards) includes bank account and system set-up, preparation, and administration for the medical reimbursement FSA account. Employer pre-funding of the debit card bank account and additional bank fees due to insufficient funds in the Employer bank account are the responsibility of the Employer. Fees for lost or stolen cards are the responsibility of the Employer or Employee.
Fee: ***$1.00/participant/month (minimum group fee: $50.00)***
Replacement Card Fee: $5.00

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. November 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2017.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2017 through December 31, 2017, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411030-521500, in payment same.

Dale Grieb

_____

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

UnitedHealthcare



July 2016

A renewal presentation for City of Sheboygan

Presented to Diversified Insurance Services, Inc.
by Dena Zezulka

UMR

A UnitedHealthcare Company

Renewal Services

Customer Name : City of Sheboygan
Plan Renewal Date : 1/1/2017

All fees shown as per employee per month (PEPM) unless otherwise noted

Proposed renewal fees assume all existing products and services written with UMR will be retained throughout the renewal period. New products and services may be added however proposed fees are subject to change and/or and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2017	Renewal Fees 1/1/2018
Medical claims	379	$14.59	$14.88	$15.33
Medical client advisor commission	379	$6.50	$6.50	$6.50
Required stop loss interface fee	379	Included	Included	Included
UnitedHealthcare Choice Plus ® network- access fee	378	$16.87	$16.87	$16.87
First Health Network - access fee	1	30% of savings	30% of savings	30% of savings
Utilization and case management (includes NurseLine) - per employee per month savings of $0.58	379	$3.35	$3.42	$3.52
Maternity management (MM)	328	$0.65	$0.66	$0.68
Truven Health Analytics reporting – three licenses included	379	Included	Included	Included
Medical and pharmacy integration - per participating employee per month	379	$1.00	$1.00	$1.00
Medical Insured Carve Out Coordination Fee	379	$0.35	$0.35	$0.35
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings	379	30%	30%	30%
Subtotal	**379**	**$43.18**	**$43.55**	**$44.12**

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of $5.00 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees.

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Additional Services

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2017

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 1/1/2017
SPD printing	Cost plus postage	Cost plus postage
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
New York surcharge filing and administration - annual fee	Included with medical administration	Included with medical administration
Claim reprocessing - per claim	$25.00	$25.00
Subrogation - percent of recoveries	33%	33%
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then $500.00 per review	Up to 5 included, then $500.00 per review
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Two or more SBC requests per year	$500.00 per SBC per benefit plan	$500.00 per SBC per benefit plan
Reporting		
Ad hoc reports and analysis - per hour (2 hours included with medical administration)	$100.00	$100.00

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Fixed Fee Pharmacy Pricing

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2017

Pharmacy benefits provided through OptumRx™. The following fees apply to all retail network pharmacies with the exception of pharmacies located in states that may elect to participate on a state-fee schedule. Retail discounts and fees illustrated below are based on the OptumRx book-of-business average. Actual retail discounts may vary.

	Published AWP
Electronic claim adjudication - per claim [1]	$2.60
Retail	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Mail Order	
Brand discount, plus dispensing fee	26.00% + $0.00
Net effective generic discount, plus dispensing fee	78.25% + $0.00
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Rebate Share	
100% Pass-Through Minimum Guarantee per Paid Claim	$4.25
100% Pass-Through Minimum Guarantee per Paid Claim Mail	$15.00
Additional Programs	
Prior authorizations - per clinical prior authorization	Included

Specialty drugs are priced on an individual drug basis, with an estimated average aggregate specialty discount around 14.5%.

Compound Drug Claim Pricing: AWP less Standard Contracted Discount + $7.50 Dispensing fee.

[1] *An additional $1.75 per claim applies to the electronic per claim fee for paper claims.*

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Fixed Fee Pharmacy Pricing

Pharmacy Conditions

Fees proposed assume the use of OptumRx as the pharmacy benefits manager.

Retail and mail order guarantees are reconciled in the aggregate.

Rates exclude compound, Direct Member Reimbursement claims. (ie: Paper Claims), and Vaccines.

Administrator may change pricing (a) any time City of Sheboygan initiated changes are made to the Benefit Plan, Formulary, Pharmacy Network, or a utilization management program, that adversely impact Administrator's compensation, cost to provide services or ability to satisfy a guarantee (b) when there are changes in Laws and Regulations after the date this quote was provided that affect or are related to the services outlined in this cost proposal (c) when City of Sheboygan asks and Administrator agrees to perform any service in addition to the services outlined in this cost proposal; or (d) if there is a change in market conditions or utilization or the total number of Members decreases by 10% or more after the date this quote was provided. Any change in the pricing required by the changes will be effective as of the date the changes occur, even if the date is retroactive.

All rates, fees and guarantees are contingent upon OptumRx serving as City of Sheboygan's exclusive provider of core prescription drug benefit plan, Mail Order Pharmacy, and specialty pharmacy services from OptumRx's specialty pharmacies or any participating pharmacy in OptumRx's retail pharmacy network. Additional fees apply if another mail provider is selected.

Medicare Part D Wrap plans are required to use fixed fee pricing.

Groups with in-house pharmacies utilizing 340B or GPO pricing are required to use Fixed Fee pricing.

Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products.

Generic discount and dispensing fee guarantees cover Multi-Source products only. A Multi-Source product is defined as one that is manufactured by more than two generic manufacturers. The brand discount and dispensing fee guarantees apply to non-Multi-Source products.

Discounts and dispensing fees exclude Specialty Drugs and certain non-specialty injectable products.

Rates for extended days' supply apply to participating pharmacies only.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

Rebate Management Terms

All rebate guarantees are subject to the following terms:

Non-Incentivized

City of Sheboygan's adoption, without deviation, of OptumRx's formulary and utilization management programs, as well as any changes OptumRx makes to its formulary or utilization management.

Incentivized

City of Sheboygan's adoption, without deviation, of OptumRx's formulary and utilization management programs, as well as any changes OptumRx makes to its formulary or utilization management.

A minimum of $10 difference in copayment, or 10% difference in coinsurance between preferred and non-preferred Brand Drugs.

Rebate claims exclude ineligible claims, such as Prescription Claims with invalid service provider identification or prescription numbers; where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50% of the Prescription Claim; that are manufacturer negotiated fee products not listed on City of Sheboygan's Formulary for devices without a Prescription Drug component; that are re-packaged NDCs; from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act, or entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense); or that are not for Prescription Drugs (except for insulin or diabetic supplies).

Rebates and Rebate guarantee contingencies are subject to City of Sheboygan's adoption of OptumRx's formulary, formulary management, and utilization management.

Incentivized plan designs are two-tier closed or three-tier with a minimum of $10.00 difference in copayment or 10% difference in coinsurance between preferred and non-preferred Branded Drugs.

Rebate claims exclude ineligible claims, such as Prescription Claims with invalid service provider identification or prescription numbers; where, after meeting the deductible, the Member's Cost-Sharing Amount under the applicable Benefit Plan requires the Member to pay more than 50% of the Prescription Claim; that are manufacturer negotiated fee products not listed on City of Sheboygan's Formulary for devices without a Prescription Drug component; that are re-packaged NDCs; from 340B which typically receive a discount or rebate directly from Drug Manufacturers under section 340B of the Public Health Service Act, or entities eligible for federal supply schedule prices (e.g., Department of Veterans Affairs, U.S. Public Health Service, Department of Defense); or that are not for Prescription Drugs (except for insulin or diabetic supplies).

If City of Sheboygan makes any change to its Formulary, not initiated by OptumRx, or Benefit Plan, or adopts any formulary or utilization management program other than one of the options offered by Administrator under its formulary or utilization management programs, Administrator may adjust the Rebate guarantees, effective the date of the change.

Fixed Fee Pharmacy Pricing

"AWP" means the average wholesale price, as reflected on the Pricing Source, of a Prescription Drug or other pharmaceutical products or supplies based on the NDC of the Drug dispensed. Administrator will rely on the Pricing Source as updated by Administrator no less frequently than every seven days to determine AWP for purposes of establishing the pricing provided to City of Sheboygan under this agreement. Administrator will not establish AWP, and Administrator will have no liability to City of Sheboygan arising from use of the Pricing Source. If Administrator decides to use a pricing benchmark other than AWP or is required to do so because the Pricing Source discontinues publication of AWP and the change would materially affect City of Sheboygan's economic benefit under this agreement, then Administrator will provide City of Sheboygan with modified pricing terms at least 30 days before the effective date of the change. If the parties fail to agree upon the modified pricing terms before the effective date of the modified pricing terms, then Administrator's proposed modified pricing terms will apply until the parties otherwise agree. If the parties are unable to agree to modified pricing terms, then either party may terminate this agreement upon 60 days prior notice to the other party.

Proprietary/Trade Secret/Confidential Competitive Sensitive Information

Conditions

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2017

This renewal proposal is valid until 30 days before the effective date and does not bind coverage or obligate UMR.

The information contained in this response to the request for proposal is considered confidential and proprietary. We are providing this information with the understanding that it will not be used for any purpose other than to evaluate our capabilities to provide the services requested. In addition, this information will not be disclosed to person(s) or entity(s) other than those who are involved in the process of evaluating our response. Written permission must be obtained from UMR prior to any exceptions of these obligations in order to maintain the confidentiality of our responses.

All quoted product fees assume UMR administers the medical plan.

UMR assumes all services provided will be handled according to our standard format and procedures, unless otherwise specifically addressed within this proposal. Specialized services will be priced as necessary.

Fees proposed are based on the plan of benefits as submitted but does not assume duplication of benefits or provisions. Fees proposed assume a standard PPO plan design with no referral administration and no primary care physician tracking. Proposal assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to; deductible, out of pocket, coinsurance and plan limitations. Plan design changes may impact a Grandfathered Health Plan status. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies. Please review any changes with your advisor.

The Plan or its sponsor is responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for determining the amount due, funding, and remitting the PPACA PCORI reinsurance fee which is remitted to the government (federal and/or state).

The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan, Plan Sponsor, or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; (iii) any taxes, surcharges, assessments or similar changes being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our Administrative Service Agreement.

UMR reserves the right to adjust fees in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the customer; or (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the plan or UMR.

To comply with the Department of Labor's (DOL) claims regulations, we encourage pre-notification of at least 60 calendar days prior to the effective date of this contract. In the event that a 60-day notice is not feasible, UMR does not guarantee, but will make every reasonable effort, to have new plan(s) programmed quickly so claims can be processed within the required DOL timelines.

Fees proposed assume one billing, reporting, eligibility feed, stop loss and banking arrangement.

Do not cancel in-force plan(s) and/or policy(ies) until final approval is received.

UMR is not bound by any typographical errors and/or omissions contained herein.

Fees proposed assume utilization and case management services are provided through UMR in order to access UnitedHealthcare Networks.

Fees proposed are subject to change if a division, subsidiary or affiliated company is added or deleted from the plan, or if the number of covered employees changes by 15% or more from this proposal.

Claim reprocessing due to situations, such as retroactive benefit or eligibility changes, may require additional fees.

Conditions

UMR will share raw claims and eligibility data, however, we reserve the right to exclude data elements deemed proprietary by our organization.

The UMR renewal proposal requires the Cost Reduction and Savings Program. Additional fees will apply, should this program be carved out.

UMR provides an ERISA DOL appeals process. UMR does not participate in Grievance Review Panel Hearings.

UMR requires that all qualified high-deductible plan designs meet federal regulatory requirements. Our coordination of benefits (COB) process will meet the requirements for Preservation COB processing.

Administration of plans requiring integrated deductible and out of pocket to comply with the Essential Health Benefits provision of Health Care Reform, qualified high deductible health plan or the like, assumes the use of service providers (pharmacy benefits manager (PBM), dental, vision, etc.) that are currently integrated with UMR. Utilizing these service providers may require additional fees. Please refer to your representative to identify integrated service providers.

FSA fees: HCA assumes a minimum of 20% of medical employees participating; DCA assumes a minimum of 20% of the HCA population participating.

Care management bundled discount - fees assume all care management products listed on care management bundled discount line are selected. Discount will change if services selected change.

UMR does not administer statutory disability benefits.

Health reimbursement account assumes 20% participation rate.

HSA trustees bill directly for HSA services.

UMR cannot support the drug data requirements for Medicare Part D subsidy submission of plans where the pharmacy claims are paid under the medical plan. We recommend these pharmacy benefits be provided by a pharmacy benefits manager.

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. November 21, 2016.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2017.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City for the period January 1, 2017 through December 31, 2017, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

Jack Greil

_____

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

SCHEDULE 6.1

SCHEDULE OF ADMINISTRATIVE FEES

90811 – 0 – 08072015

To be attached to, and made part of, the Third-Party Administrative Agreement, Article VI – Administrative Fees.

IT IS HEREBY AGREED, that the Administrative Fees, payable on a monthly basis from the City of Sheboygan to Delta Dental of Wisconsin, shall be the following, and shall be valid starting January 1, 2016, and ending on December 31, 2017.

Monthly Administrative Fee:

Per Employee	$3.93

COBRA Rate Establishment

City of Sheboygan
90811 – 0 – 08072015

As a service to you, Delta has calculated rates that can be used for your Plan's COBRA enrollees.

These rates reflect only the anticipated claims expenses for those enrollees and Delta's administrative fees. No other administrative fees have been included.

	Active Employee Rates	COBRA Rates (102%)
Single Coverage (employee, 1 Party)	$45.24	$46.15
Family Coverage (employee and spouse, 2 Party)	$91.31	$93.14
Family Coverage (employee and child(ren))	$86.72	$88.45
Family Coverage (full family, 3 + Party)	$149.92	$152.92

III

Res. No. ____ - 16 - 17. By Alderperson Donohue. November 21, 2016.

A RESOLUTION authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Sun Life for providing specific medical stop loss insurance at a cost of $52.49 single/month, $116.18 family/month, at an estimated annual premium of $421,521.84 and aggregate insurance at an estimated annual premium of $29,529.36 for the period of January 1, 2017 through December 31, 2017.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411030-521500 in payment of same.

Carla Groves

_____

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

Diversified Insurance Solutions

Property & Casualty · Benefits

Summary of Partially Self-Funded Premiums for
CITY OF SHEBOYGAN

Anticipated Contract Period:	(ALTERNATIVE) January 1, 2017 to December 31, 2017
Administrator:	UMR
Insurance Carrier:	Sun Life

FINANCIAL SUMMARY

Fixed Costs	Single	Family	Monthly	Annual	
Employee count:	138	240			
Annual Administration				$0.00	
Claim Administration Fee					
Medical	14.88	14.88	5,624.64	67,495.68	
Network Access Fee	16.87	16.87	6,376.86	76,522.32	
Case Management / Utilization Review	3.42	3.42	1,292.76	15,513.12	
Maternity Management	0.66	0.66	249.48	2,993.76	
Optum Transplant Program	5.20	12.46	3,708.00	44,496.00	
Truven Health Analytics Reporting	Included in Medical Admin Fee				
Medical and Pharmacy Integration	1.00	1.00	378.00	4,536.00	
Medical Insured Carve Out Coordination Fee	0.35	0.35	132.30	1,587.60	
Broker Fee	6.50	6.50	2,457.00	29,484.00	
Stop Loss Premiums					
Specific Stop Loss (M, Rx)	52.49	116.18	35,126.82	421,521.84	19.60%
Deductible: (PAID) **$150,000**					
$75,000 Aggregating Specific Deductible					
Aggregate Stop Loss (M, Rx)					
Basis 125% of Expected					
Claims: (PAID)	6.51	6.51	2,460.78	29,529.36	
Total Fixed Costs	**$107.88**	**$178.83**	**$57,806.64**	**$693,679.68**	10.47%
Expected Costs					
Total Fixed Cost	107.88	178.83	57,806.64	693,679.68	
Expected Claims	1,205.90	1,216.22	458,308.51	5,499,702.14	
Total Expected Cost	**$1,313.78**	**$1,395.05**	**$516,115.15**	**$6,193,381.82**	0.75%
Estimated Maximum Annual Costs					
Total Fixed Cost	107.88	178.83	57,806.64	693,679.68	
Maximum Claims	1,507.38	1,520.28	572,885.64	6,874,627.68	
Total Estimated Maximum Cost	**$1,615.26**	**$1,699.11**	**$630,692.28**	**$7,568,307.36**	0.55%

Additional Plan Information:	
Preferred Provider Organization:	Choice Plus
Specific Carrier Limit of Liability:	Unlimited
Annual Plan Limit Per Member:	Unlimited
Aggregate Carrier Limit of Liability:	$1,000,000
Prescription Drug Coverage Included:	Specific and Aggregate Coverage
Prescription Drug Management Services:	Optum Rx

Rates firm thru 11/15

No Laser at Renewal with 50% Rate Cap

UBA coalition included

VI

R. C. No. ____ - 16 - 17. By FINANCE. November 21, 2016.

Your Committee to whom was referred R. O. No. 153-16-17 by the Board of Water Commissioners seeking a small parcel (2.5 acres) of vacant land in order to construct an elevated water storage tank in 2018; recommends approving the request and the attached counter-offer.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 153 – 16 - 17. By BOARD OF WATER COMMISSIONERS. November 7, 2016.

To the Honorable, the Mayor and Common Council:

In order to improve service to existing south side areas of the City of Sheboygan, and to allow for future water service to City lands not yet developed, the Board of Water Commissioners seeks a small parcel (2.5 acre) of vacant land in order to construct an elevated water storage tank in 2018. After evaluation of several sites, existing City-owned lands south of Weeden Creek Road and west of S. Business Drive emerged as the preferred location for several reasons, including land elevation, future development plans, and hydraulic compatibility with the existing elevated storage tank on Gateway Drive. As part of its payment-in-lieu-of-taxes (PILOT), the Utility would be paying additional PILOT to the City due to the valuation of the tank investment of approximately $52,000 in 2019.

I move approve request & counter-offer.

Gerald R. Van De Kreeke, President

Raymond W. Haen, Secretary

Mark Heinz, Member

Attachments

COUNTER-OFFER BY SELLER

Buyer's Vacant Land Offer to Purchase dated October 17, 2016 is rejected and the follower Counter-Offer is hereby made:

All terms and conditions remain the same as stated in the Vacant Land Offer to Purchase except the following:

A. In Line 55, delete the email address listed and replace it with "charles.adams@sheboyganwi.gov."

B. Insert the following at Line 458:

"NOTE: The Buyer is aware and agrees that the City may charge the cost of installing or constructing any public work or improvement in whole or in part to the property benefitted, and make an assessment against the property benefitted in the manner that the governing body determines. The special assessment is a lien against the property from the date of the levy. The Buyer agrees that, in lieu of a special assessment, and regardless of any exemption from assessment that may currently exist or exist in the future, it shall pay said assessment or an equivalent sum within the timeframe that would otherwise be required by virtue of the special assessment. The City agrees that it shall limit any assessment to the equivalent of one side of the property, meaning that if the property turns out to be a corner lot, the Buyer will only be responsible for assessments on one side of the lot."

NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at line 32.

This Counter-Offer was drafted by Charles C. Adams, Sheboygan City Attorney on November 15, 2016.

Party Making Counter-Offer:

CITY OF SHEBOYGAN

By:_____ _____
Michael J. Vandersteen, Mayor Date

Attest:_____ _____
Susan Richards, City Clerk Date

Party Accepting Counter-Offer:

SHEBOYGAN WATER UTILITY

By:_____ _____
Date

Attest:_____ _____
Date

This Counter-Offer was presented to Buyer by City of Sheboygan on _____, 2016.

This Counter-Offer is (rejected) (countered) *[STRIKE ONE]*
(Party's Initials)_____ (Party's Initials)_____

ACCESS EASEMENT

Document No.

Return to:
Daniel S. Welytok, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue
Milwaukee, WI 53202

59281470968
Parcel Number

THIS ACCESS EASEMENT (the "Easement") is granted as of _____, 2016, by CITY OF SHEBOYGAN (the "Grantor") to SHEBOYGAN WATER UTILITY (the "Grantee").

RECITALS

A. The Grantor is the owner of certain real property located in Sheboygan County, Wisconsin, as described in detail on **Exhibit A** attached hereto and incorporated herein by reference (the "City Property").

B. The Grantee is the fee holder of certain real property located in Sheboygan County, Wisconsin, as described on **Exhibit B** attached hereto and incorporated herein by reference (the "Water Utility Property").

C. The Grantor agrees to grant and convey to Grantee an easement for ingress and egress over, across, and through the City Parcel and that specific portion of the City Parcel that is identified in **Exhibit C** attached hereto and incorporated herein by reference (together, the "Easement Area") in accordance with the terms set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows.

AGREEMENT

1. Recitals. The Recitals set forth above are true and correct and are hereby incorporated into this Easement.

2. Creation of Easement. Grantor hereby grants and conveys to Grantee and its licensees a perpetual, non-exclusive permanent easement and right-of-way for pedestrian and vehicular ingress and egress over, on, through and across the Easement Area(the "Easement"). The intent and purpose of the Easement is to afford Grantee and Grantee's agents,

representatives, employees, guests, licensees, contractors suppliers and/or invitees access to and from Grantee's Property through the EasementArea to South Business Drive.

3. No Obstruction. Neither party shall install, construct or place barriers, fences or other obstructions in the Easement Area or otherwise take any action that would interfere with or prohibit the free, full and uninterrupted ingress and egress of vehicular and pedestrian traffic in the Easement Area.

4. Parking. Parking shall not be allowed in the Easement Area Grantor hereby grants to Grantee and to Grantee's agents, representatives, employees, guests, licensees, contractors, suppliers and/or invitees, at no cost, a license to park(the "Parking License") in the areas located off of and adjacent to the driveways and paths that make up the Easement Area (the "Parking Areas"). The Parking License shall be granted for as long as this Easement is in place. The Grantee shall have no responsibility whatsoever with respect to the maintenanceof the Parking Areas. If any of the Parking Areas are relocated, the Parking License shall include the relocated parking areas. The Grantee shall have no right to improve the Parking Area with gravel, stone or pavement without the prior written consent of the Grantor. Neither party shall install, construct or place barriers, fences or other obstructions in the Parking Areas or otherwise take any action that would interfere with or prohibit parking inthe Parking Areas.

5. Maintenance of Easement Area. Grantor agrees to continue, at its sole expense, to repair, replace or maintain the Easement Area and other access driveways and paths in the Easement Area as it deems necessary, in its sole discretion so long as the Grantee has unrestricted vehicular and pedestrian access from South Business Drive, through and to the City Property.

6. Non-Exclusivity. This Easement is non-exclusive and Grantor and Grantor's agents, representatives, employees, contractors,suppliers and/or invitees shall have the right of ingress and egress over, on, through and across the Easement Area. Grantee shall take no action that would interfere with, prohibit or discourage the free, full and uninterrupted use of the Easement Area by Grantor, and Grantor shall continue to have the full use and enjoyment of the Easement Area.

7. Relocation of Easement. The Easement may be relocated by mutual agreement of Grantor and Grantee. Approval of the relocation siteof the Easement shall not be unreasonably withheld by either party.

8. Binding Effect; Covenant Runs With Land. This Agreement shall be binding upon the Grantor and the City Property and shall inure to the benefit of the Grantee and Grantee's representatives, successors and assigns. This Agreement shall run with the land. Nothing contained herein shall be construed as a dedication or other commitment of the Easement Area for public purposes.

9. Non-Use. Non-use or limited use of the Easement shall not prevent the Grantee from later use of the Easement to the fullest extent authorized in this Agreement.

10. Miscellaneous.

a. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.

b. If any term or condition of this Agreement and/or the application of this Agreement to any person or circumstance shall be deemed to be invalid or

unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and each remaining term and condition shall be valid and enforceable to the fullest extent permitted by law.

c. If the description of the Easement Area does not correctly or accurately describe the roadway and pathways as depicted on Exhibit C, then (i) Grantor agrees that Grantee shall continue to have access to the City Property by way of the Easement Area (even if the Easement Area is not correctly described in Exhibit C), (ii) the Grantor agrees, at its sole cost, to take such steps as are necessary to correct the description of the Easement Area so that it conforms with the depiction on Exhibit C, including, but not limited to, obtaining a new legal description of the Easement Area and recording an amendment to this Agreement that includes such new legal description, and (iii) the Grantor and Grantee agree to execute documents reasonably necessary to effectuate such correction.

11. Attorney Fees. If any action or suit is brought to enforce the provisions of this Agreement, the party who prevails in the action or suit shall be entitled to recover court costs and reasonable attorneys' fees and costs from the other party.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, this Easement is executed as of the date set forth above.

GRANTOR:

CITY OF SHEBOYGAN

By:_____

Name:_____

Title: _____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me on _____, 2016, by _____, to me known to be the _____ of City of Sheboygan.

_____

Print Name:_____
Notary Public, State of Wisconsin
My commission expires: _____

GRANTEE:

SHEBOYGAN WATER UTILITY

By:_____

Name:_____

Title:_____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me on _____, 2016, by _____, to me known to be the _____ of Sheboygan Water Utility.

_____

Print Name:_____
Notary Public, State of Wisconsin
My commission expires:_____

This document was drafted by:
Daniel S. Welytok, Esq.
von Briesen & Roper, s.c.
411 East Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

27317738_1.DOC

EXHIBIT A

Legal Description of City Property

PART OF THE SOUTH 1/2 (NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AND NORTHWEST 1/4 OF THE SOUTHEAST 1/4) OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST; THENCE NORTH 88°29'52" WEST, 254.08 FEET ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 TO THE CENTERLINE OF COUNTY TRUNK HIGHWAY "OK" (A/K/A SOUTH BUSINESS DRIVE); THENCE NORTH 17°51'59" EAST, 1720.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 17°51'59" EAST, 726.20 FEET; THENCE NORTH 88°07'39" WEST, 1,626.75 FEET; THENCE SOUTH 1°01'42" EAST, 719.18 FEET; THENCE SOUTH 88°57'29" EAST, 1,390.40 FEET TO THE POINT OF BEGINNING. EXCEPTING ANY PART TAKEN, DEDICATED, OR USED FOR ROAD PURPOSES.

TAX KEY NO.: 59281470968
ADDRESS: S. BUSINESS DRIVE, SHEBOYGAN, WI

EXHIBIT B

Legal Description of Water Utility Property

A PARCEL OF LAND LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMENCING AT THE SW CORNER OF SECTION 9; THENCE N- 0 DEGREES 31 MINUTES 53 SECONDS E ALONG THE WEST LINE OF THE SW 1/4 OF SAID SECTION 9, 1695.03 FEET; THENCE N- 89 DEGREES 8 MINUTES 36 SECONDS E, 1538.40 FEET TO THE POINT-OF-BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING N- 89 DEGREES 8 MINUTES 36 SECONDS E, 330.00 FEET; THENCE S- 0 DEGREES 51 MINUTES 24 SECONDS E, 330.00 FEET; THENCE S- 89 DEGREES 8 MINUTES 36 SECONDS W, 330.00 FEET; THENCE N- 0 DEGREES 51 MINUTES 24 SECONDS W, 330.00 FEET, BACK TO THE POINT OF BEGINNING, SAID PARCEL CONTAINING 108,900 SQUARE FEET OR 2.5 ACRES

TAX KEY NO.: PART OF 59281470968
ADDRESS: BUSINESS DRIVE, SHEBOYGAN, WI

EXHIBIT C

SOUTHSIDE RESEVOIR PARCEL ACCESS EASEMENT LEGAL DESCRIPTION

A PROPOSED INGRESS-EGRESS AND 25-FOOT-WIDE UTILITY EASEMENT LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMENCING AT THE SW CORNER OF SECTION 9; THENCE S-88 DEGREES 29 MINUTES 52 SECONDS E ALONG THE SOUTH LINE OF SAID SECTION 9, 2418.77 FEET TO THE APPROXIMATE CENTERLINE OF COUNTY HIGHWAY OK; THENCE N- 17 DEGREES 57 MINUTE 52 SECONDS E, 1280.05 FEET; THENCE N-81 DEGREES 11 MINUTES 57 SECONDS W, 33.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY HIGHWAY AND THE POINT-OF-BEGINNING OF THE CENTERLINE OF A 25 FOOT WIDE UTILITY EASEMENT; THENCE ALONG CENTERLINE OF SAID UTILITY EASEMENT AND PARALLEL WITH THE NORTH BOUNDARY LINE OF THE PARCEL IN VOLUME 887 PAGES 207-208 AT THE SHEBOYGAN COUNTY REGISTER OF DEEDS N- 81 DEGREES 11 MINUTES 57 SECONDS W, 888.62 FEET; THENCE N- 0 DEGREES 51 MINUTES 24 SECONDS W, 428.22 FEET TO THE TERMINATION POINT OF 25 FOOT WIDE UTILITY EASEMENT; THENCE S- 89 DEGREES 8 MINUTES 36 SECONDS W, 1880.91 FEET, TO THE WEST LINE OF THE SW ¼ OF SAID SECTION; THENCE S- 0 DEGREES 31 MINUTES 53 SECONDS W ALONG SAID WEST LINE, 1695.03 FEET, BACK TO THE SW CORNER OF SAID SECTION; TOTAL LENGTH OF EASEMENT BEING 1316.84 FEET AND COVERING 32,931 SQ. FT.

TAX KEY NO.: PART OF 59281470968
ADDRESS: BUSINESS DRIVE, SHEBOYGAN, WI

SOUTHSIDE TANK PARCEL ACCESS EASEMENT LEGAL DESCRIPTION

A PROPOSED INGRESS-EGRESS AND 25-FOOT-WIDE UTILITY EASEMENT LOCATED IN THE NE ¼ OF THE SW ¼ OF SECTION 9 TOWNSHIP 14 NORTH, RANGE 23 EAST, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.

COMMENCING AT THE SW CORNER OF SECTION 9; THENCE S-88 DEGREES 29 MINUTES 52 SECONDS E ALONG THE SOUTH LINE OF SAID SECTION 9, 2418.77 FEET TO THE APPROXIMATE CENTERLINE OF COUNTY HIGHWAY OK; THENCE N- 17 DEGREES 57 MINUTE 52 SECONDS E, 1280.05 FEET; THENCE N-81 DEGREES 11 MINUTES 57 SECONDS W, 33.43 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID COUNTY HIGHWAY AND THE POINT-OF-BEGINNING OF THE CENTERLINE OF A 25 FOOT WIDE UTILITY EASEMENT; THENCE ALONG CENTERLINE OF SAID UTILITY EASEMENT AND PARALLEL WITH THE NORTH BOUNDARY LINE OF THE PARCEL IN VOLUME 887 PAGES 207-208 AT THE SHEBOYGAN COUNTY REGISTER OF DEEDS N- 81 DEGREES 11 MINUTES 57 SECONDS W, 888.62 FEET; THENCE N- 0 DEGREES 51 MINUTES 24 SECONDS W, 428.22 FEET TO THE TERMINATION POINT OF 25 FOOT WIDE UTILITY EASEMENT; THENCE S- 89 DEGREES 8 MINUTES 36 SECONDS W, 1880.91 FEET, TO THE WEST LINE OF THE SW ¼ OF SAID SECTION; THENCE S- 0 DEGREES 31 MINUTES 53 SECONDS W ALONG SAID WEST LINE, 1695.03 FEET, BACK TO THE SW CORNER OF SAID SECTION; TOTAL LENGTH OF EASEMENT BEING 1316.84 FEET AND COVERING 32,931 SQ. FT.



DOCUMENT NO.

1415076

WHZ ATTACHED

WARRANTY DEED
STATE OF WISCONSIN—FORM 4

VOL 1367 PAGE 611

THIS SPACE RESERVED FOR RECORDING DATA

RECORDED
SHEBOYGAN COUNTY, WI
Darlene J. Nasial Registrar
in Vol. 1367 of Deeds on page 611/13

94 NOV -2 P 3:59

RETURN TO
Attorney John M. Hayes
607 North Eighth St.
Sheboygan, WI 53081

THIS INDENTURE, Made thi 31st day of October, A. D., 19 94, between Margaret M. Rammer, a single person, Earl R. Rammer, a single person, and Jerome J. Rammer and Betty J. Rammer, husband and wife, part ies of the first part, and the City of Sheboygan, a Municipal Corporation duly organized and existing underand by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin, party of the second part.

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of One Dollar ($1.00) and other good and valuable consideration to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have given, granted, bargained, sold, remised, released, aliened, conveyed and confirmed, and by these presents do give, grant, bargain, sell, remise, release, alien, convey and confirm unto the said party of the second part, its successors and assigns forever, the following described real estate, situated in the County of Sheboygan and State of Wisconsin, to-wit:

(SEE ATTACHED EXHIBIT "A")

TRANSFER
$720.00
FEE

001EH9986	0004	JTR	$8.00
001EH9986	0004	LRIB	$2.00
001EH9986	0004	CO LRM	$4.00
001EH9986	0004	TF	$720.00

(IF NECESSARY, CONTINUE DESCRIPTION ON REVERSE SIDE)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining; and all the estate, right, title, interest, claim or demand whatsoever, of the said part ies of the first part, either in law or equity, either in possession or expectancy of, in and to the above bargained premises, and their hereditaments and appurtenances.

To Have and to Hold the said premises as above described with the hereditaments and appurtenances, unto the said party of the second part, and to its successors and assigns FOREVER.

And the said Margaret M. Rammer, a single person, Earl R. Rammer, a single person, and Jerome J. Rammer and Betty J. Rammer, husband and wife, for their heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above described, as of a good, sure, perfect, absolute and indefeasible estate of inheritance in the law, in fee simple, and that the same are free and clear from all incumbrances whatever except municipal and zoning ordinances, recorded easements for public utilities, recorded building and use restrictions.

and that the above bargained premises in the quiet and peaceful possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, they will forever WARRANT AND DEFEND.

In Witness Whereof, the said part ies of the first part have hereunto set their hand s and seal s this 31st day of October, A. D., 19 94.

SIGNED AND SEALED IN PRESENCE OF

Margaret M. Rammer (SEAL)
Margaret M. Rammer

Earl R. Rammer (SEAL)
Earl R. Rammer

Jerome J. Rammer (SEAL)
Jerome J. Rammer

Betty J. Rammer (SEAL)
Betty J. Rammer

State of Wisconsin, } ss.
County of Sheboygan }

Personally came before me, this 31st day of October A. D., 19 94, the above named Margaret M. Rammer, Earl R. Rammer and Jerome J. Rammer and Betty J. Rammer, to me known to be the person s who executed the foregoing instrument and acknowledged the same.

Stanley J. Schreiber
Notary Public, Sheboygan County, Wis.
My commission (expires) (is) 12/24/95

THIS INSTRUMENT WAS DRAFTED BY

Stephen G. McLean
WI State Bar No. 01011662

(Section 59.51 (1) of the Wisconsin Statutes provid s that all instruments to be recorded shall have plainly printed or typewritten thereon the names of the grantors, grantees, witnesses and notary. Section 59.513 similarly requires that the name of the person who, or governmental agency which, drafted such instrument, shall be printed, typewritten, stamped or written thereon in a legible manner.)

EXHIBIT "A"

Parcel 1: Part of the North One-Half (1/2) of the Southeast one-quarter (SE 1/4), commencing in the East Section Line of Section 9, three thousand one hundred forty and nine tenths (3,140.9') feet South of Center of Town Road on North Section Line, thence South seven hundred seventy-nine (779') feet, thence North eighty-nine degrees (89°) West to Center of USH "141", thence Northeast along said highway seven hundred fourteen and eight tenths (714.8') feet, thence North 88 degrees, thirty minutes East (N88°-30'E) to the point of beginning, Section Nine (9), Township 14 North, Range 23E, County of Sheboygan, State of Wisconsin.

Tax Key Number: 454560

Parcel 2: Part of the South Half of Section Nine (9), T14N, R23E; commencing at the south quarter corner of Section Nine (9), T14N, R23E; thence North eighty-eight degrees, twenty-nine minutes, fifty-two seconds West (N88°-29'-52"W), two hundred fifty-four and eight hundredths (254.08') feet along the South line of said SW 1/4 to the centerline of County Trunk Highway "OK"; thence North seventeen degrees, fifty-one minutes, fifty-nine seconds East (N17°-51'-59"E) one thousand seven hundred twenty and no hundredths (1,720.00') feet to the point of beginning; thence North seventeen degrees, fifty-one minutes, fifty-nine seconds East (N17°-51'-59"E), seven hundred twenty-six and twenty hundredths (726.20') feet; thence North eighty-eight degrees, seven minutes, thirty-nine seconds West (N88°-07'-39"W) one thousand six hundred twenty-six and seventy-five hundredths (1,626.75') feet; thence South one degree, one minute, forty-two seconds East (S1°-01'-42"E) seven hundred nineteen and eighteen hundredths (719.18') feet; thence South eighty-eight degrees, fifty-seven minutes, twenty-nine seconds East (S88°-57'-29"E) one thousand three hundred ninety and forty hundredths (1,390.40') feet to the point of beginning, Sheboygan County, Wisconsin.

Tax Key Number: 454470

Doc. No. ____

VOL 1367 PAGE 613

DILHR USE

Rental Unit Energy Efficiency Standards

Waiver

TYPE OR PRINT USING BLACK INK

This Instrument Was Drafted By:
Wisconsin Department of Industry, Labor & Human Relations
Safety & Buildings Division
Rental Weatherization Program
P.O. Box 7969, Madison, WI 53707
(608) 266-0671

Seller's Name(s):
Margaret Rammer
Earl Rammer
Jerome Rammer

Street Address:
5423 County Trunk OK

City: **State & Zip Code:**
Sheboygan WI 53081

Seller's Telephone Number (indicate area code):
452-6421 (414)

Rental Building Location - Street Address:
5423 County Trunk OK

City: Sheboygan **County:** Sheboygan

Number of Rental Buildings on Property: 1

Number of Rental Units on Property: 1

Legal Description of Rental Unit Property (may attach a separate sheet):

Pt. of N 1/2 SE 1/4, Com. in E. Sec. L. 3140.9' S. of Cen. of Tn. Rd. on N. Sec. L, Th. S. 779', Th. N. 89 deg. W. to Cen. of USH "141", Th. NE along Hwy. 714.8', Th. N. 88 deg. 30' E. to beginning. Section Nine (9), Township 14 North, Range 23E, County of Sheboygan, State of Wisconsin.

Recording Information (Leave Blank)

Return To:
City Attorney
807 Center Ave., Sheboygan, WI

Purpose: Section 101.122, (4) and (6) Wis. Stats., requires that a properly authorized Certificate of Compliance, Stipulation or Waiver accompany the transfer documents at the time of recordation. This process is defined in Chapter ILHR 67, Wisconsin Adm. Code. Receipt of a Certificate indicates conformance with ILHR 67.05. In lieu of the Certificate, the purchaser may accept responsibility for program compliance with either a Stipulation under ILHR 67.08(3), or a Waiver under ILHR 67.08(2).

Waiver: The seller of the residential rental building may present to the Register of Deeds this Waiver signed by the purchaser and validated (See Instructions below), stating that the new residential rental building owner will demolish the building no later than two years after the date of transfer. The date of transfer is the date this Waiver is validated below by an agency official, unless documentation of another date is provided to DILHR.

Instructions: To receive a Waiver, the seller of the residential rental building must provide the seller and purchaser information requested above, as well as have the purchaser sign the applicable signature/address block below. The Waiver must then be submitted to DILHR, or a DILHR Agent for validation (Contact DILHR for a list of Agents). If there is not an authorized DILHR Agent in your area, the Waiver and **$50.00 nonrefundable filing fee (do not send cash)** should be sent to DILHR, Rental Weatherization Program, P.O. Box 7969, Madison, WI 53707. Make sure the check is made payable to DILHR, and that it accompanies this Waiver application. The DILHR validated Waiver Agreement will be returned to the purchaser unless another party is designated in writing.

This document is valid only if no previous Stipulation or Waiver is currently on file for this property.

WAIVER AGREEMENT

(WW)

In lieu of meeting the Rental Unit Energy Efficiency Certificate requirements, I (we) agree to notify the Department of Industry, Labor and Human Relations (DILHR) of the above described rental unit's demolition. Demolition shall occur within two years of the effective date of transfer. **Upon demolition I (we) shall notify DILHR, at the above address, of the date the building was demolished.** This action is required in specific accordance with ILHR 67.08(2), ILHR 67.13(3) and Wisconsin Statutes 101.122

Print Purchaser's Name(s):
City of Sheboygan

Purchaser's Signature(s):

Date Signed:
11/1/94

Purchaser's Street Address:
828 Center Avenue

Purchaser's City, State & Zip Code:
Sheboygan, WI 53081

Purchaser's Telephone Number (include area code)
414-459-3317

Validated By: ☐ DILHR ☒ DILHR Agent ☐ Authorized Municipality
Auth. or Tax Rev. # 59

Date Validated:
11/1/94

Expiration Date (add two (2) years to Date Validated):
11/1/96

Print Official's Name:
Sue VanEss-Behr

Official's Signature Number from Stamp Here:
Sue VanEss-Behr

Enter DILHR Transfer Authorization
W-001961

Municipality/County Name:
Sheboygan

Office of:
Register of Deeds

TRANSFER OF WAIVER

If the above described residential rental building(s) is transferred within two years of the validation date of this Waiver and before the residential rental has been demolished in compliance with ILHR 67, the new purchaser must sign below and forward a copy of this document to DILHR. By signing below, the new purchaser accepts the compliance responsibility to this Waiver, **thus requiring the above described rental building's demolition before the expiration date given above.**

Print New Purchaser's Name(s):

New Purchaser's Signature(s):

Date Signed:

New Purchaser's Street Address:

City, State & Zip Code:

Telephone Number (include area code):

SBD-7116 (R. 08/93)

Copy distribution: White - For Recordation; Yellow - DILHR; Green - Municipality/Inspector; Pink - Seller(s)

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally appeared before me this 10th day of February, A. D. 1928, James Garbe and Emma Garbe, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(seal) Ira Bainbridge
Notary Public, Sheboygan County, Wis.
My Commission expires July 5, 1931.

Received for Record at
10 A. M., Feb. 27th, 1928.
Register.

# # # # # # # # #

251047a GRANT.

Name, Carl P. Rammer and Alma Rammer P. O. Sheboygan, Wis.
Line title----- Land located between poles---and---.

In Consideration of One ($1.00) Dollars, the undersigned grant to Wisconsin Power and Light Company, its successors and assigns, the following privileges: To erect and maintain poles, wires, anchors, andother appliances necessary in the conduct of its business over and across and above and being entirely on land owned by Carl P. Rammer and wife and described as follows: Part S½ NW¼ part S½ NE¼. Part N½ SW¼ Part NW¼ SE¼, Sect. 9, Town 14 Range 23 as described in deed Vol. 167, page 448, in the Township of Wilson, County of Sheboygan, Wisconsin; To trim any present or future trees or portions of trees located beneath and which may in the judgment of the above named Company interfere with wires or other equipment placed as above mentioned.

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed at Town Wilson, this 15th day of February, 1928.

Witness: Ira Bainbridge Carl Rammer Seal.
Address: Sheboygan, Wis. Land Owner.
Witness: Arthur C. Kaems and Alma Rammer Seal.
Address: Sheboygan, Wisc. His Wife.

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally appeared before me this 15th day of February, A. D. 1928, Carl P. Rammer and Alma Rammer, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(seal) Ira Bainbridge
Notary Public, Sheboygan County, Wis.
My Commission expires July 5, 1931.

Received for Record at
10 A. M., Feb. 27th, 1928.
Register.

# # # # # # # # # # # #

251048a GRANT.

Name, Jake Rammer and Alma Rammer, P. O. Sheboygan, Wis.
Line title------ Land located between poles---and---

In Consideration of One ($1.00) Dollars, the undersigned grant to Wisconsin Power and Light Company, its successors and assigns, the following privileges: To erect and maintain poles, wires, anchors, and other appliances necessary in the conduct of its business over and across and above and being entirely upon the land owned by Jake Rammer and wife and described asfollows: Part N½ of SW¼ and part N½ SE¼ as described in deed Vol. 156, page 533, Sec. 9, in the township of Wilson, County of Sheboygan, Wisconsin; to trim any present or future trees or portions of trees located beneath and which may in the judgment of the above named Company interfere with wires or other equipment placed as above mentioned

This agreement is binding upon the heirs, successors and assigns of the parties hereto.

Signed at Town Wilson, this 15th day of February, 1928.

Witness: Ira Bainbridge Jake Rammer Seal.
Address: Sheboygan, Wis. Land Owner.
Witness: Arthur C. Kaems and Alma Rammer Seal.
Address: Sheboygan, Wisc. His Wife.

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally appeared before me this 15th day of February, A. D. 1928, Jake Rammer and Alma Rammer, to me known to be the persons who executed the instrument on the other side hereof and acknowledged the same.

(seal) Ira Bainbridge
Notary Public, Sheboygan County, Wis.
My Commission expires July 5, 1931.

Received for Record at
10 A. M., Feb. 27th, 1928.
& Register.

#

VOL. 11 PAGE 340

756748

GAS STORAGE AND EXPLORATION LEASE

THIS AGREEMENT, made and entered into this 5 day of August, 19 58
by and between Jacob Ramser & Alma M. Ramser (Estate) of R. 3, Sheboygan, Wis., hereinafter called "Lessor," (whether one or more); and TEXAS-WISCONSIN EXPLORATION CORPORATION, a Wisconsin corporation, hereinafter called "Lessee."

WITNESSETH, as follows:

WHEREAS, Lessor is the owner of all or part of the oil and gas and related or associated products or components thereof, in on and under certain lands hereinafter described; and

WHEREAS, Lessee desires to lease said lands: (i) to inject, store, withdraw and restore natural gas from whatever sources obtained (hereinafter referred to as "storage operations"), in and under said lands in any formation or formations excepting fresh water sand above the Maquoketa shale, which are or may be capable, adequate or sufficient, in the judgment of Lessee for such purposes; (ii) to make suitable the formation or formations in said lands for the storage operations of Lessee; (iii) to explore for, save, produce and remove therefrom the native oil and gas, if any, and related or associated products or components thereof (hereinafter called "oil and gas") by any methods now known or hereafter discovered or developed; (iv) to conduct secondary operations by injection of water, gas and/or other fluids, and removal and reinjection of same, for greater or enhanced recovery of oil and related or associated products or components thereof (hereinafter called "secondary operations"), if, in the judgment of the Lessee, such operations are feasible, practical and economically profitable; (all of the foregoing being hereinafter called "the enumerated purposes"); and

WHEREAS, Lessor is willing to grant such lease for all of said purposes;

NOW THEREFORE, in consideration of the foregoing, the covenants and agreements hereinafter contained and the sum of ——— Sixty Four & 98/100 Dollars ($64.98) cash paid by Lessee to Lessor, constituting rental for the first year of the lease granted hereby, receipt whereof is hereby confessed and acknowledged, IT IS HEREBY AGREED as follows:

1. GRANTS TO LESSEE

(a) Lease. The Lessor hereby does grant, warrant, let and lease unto the Lessee, its successors and assigns, all that certain land situated in the County of Sheboygan, State of Wisconsin, described as follows, to-wit:

Pt.NE SW & pt.NW SE, com.in cen.of USH 141, 1720'NE.of its inter.with cen.of Rd.on S.Sec.L, th.W 1398½', N 718.4', E 1630½'to cen.of USH"141", th.SW.on Hwy 726.2'to beg., (9-14-23) 24.98 ac.

Pt.of N½ SE¼, com.in E.Sec.L, 3140.9'S. of cen.of Tn.Rd.on N.Sec.L, th.S 779', th.N 89°W.to cen.of USH"141", th.NE. alng.Hwy 714.8', th.N 88°30'E.to beg. S.9 T.14 R.23 40 ac.

(hereinafter called "the Premises"), together with all rights of ingress and egress and rights-of-way and easements, over and upon the surface of said lands, for the enumerated purposes, and with the exclusive right to conduct storage operations in any and all formations excepting fresh water sands above the Maquoketa shale in and under said lands, with full right and power to use all such formations under said lands for said storage operations, and for drilling wells thereto, and with exclusive rights to conduct the other operations specified in the enumerated purposes.

(b) Right to Use Surface Areas. The Lessor hereby grants to the Lessee the right and privilege, at Lessee's option, to permanently or temporarily use such part or portion of the surface of the Premises above described as may be useful in or necessary to the Lessee's storage or drilling operations; provided, however, that: (i) the Lessee shall not permanently occupy in excess of one (1) acre of the surface of the Premises, exclusive of driveways and roadways affording ingress thereto and egress therefrom; (ii) the area so occupied by Lessee shall be at least 200 feet from the buildings and structures now located on the Premises, and shall otherwise be located to the mutual satisfaction of the Lessor and the Lessee, insofar as the sites satisfactory to the Lessor are reasonably suitable for the Lessee's purpose; and (iii) the Lessee shall pay or tender payment of rent in the amount and in the manner provided in Paragraph 2 (b) hereof, so long as its occupancy of such surface areas continues within the term hereof. The Lessee shall have the right to fence and enclose as much of each such surface area as the purposes of the Lessee may require; and the Lessor shall have the right to continue using the remainder of such surface area for any purpose not inconsistent with the uses thereof made by the Lessee. Any roadways or driveways constructed or maintained by the Lessee, to any such surface area or areas shall, to the extent possible, follow the driveways, roadways or lanes, if any, of the Lessor.

(c) Placement of Pipelines. The Lessor hereby grants to the Lessee the further right to lay such pipeline or pipelines across and beneath the Premises as may be useful or necessary in the Lessee's storage or drilling operations. As consideration for the exercise of such right, the Lessee agrees to pay the Lessor the sum of $1 per rod for each rod of pipe so laid. The Lessee agrees that any such pipeline shall be buried below plow depth, and that the Lessor may use the surface of the Premises above such pipelines for any purpose not inconsistent with the rights hereby granted the Lessee.

2. RENTAL

(a) For Underground Storage (Storage Rental). For purposes of this Paragraph, it is agreed between the parties hereto that the Premises above described contains 64.98 acres (hereinafter called the "Agreed Acreage"). The Lessee agrees to pay annually in advance, as storage rental, and in consideration of the privileges granted it by Paragraph 1 (a) hereof, the sum of One Dollar ($1.00) multiplied by the Agreed Acreage.

(b) For Use of Surface Areas. In the event the Lessee exercises its Option granted by Paragraph 1 (b) hereof to use part of the surface of said Premises for permanent or temporary structures, the Lessee agrees to pay to Lessor the sum of Five Hundred Dollars ($500), and in addition thereto, the Lessee agrees to pay to Lessor, in advance, as annual rental therefor, the sum of $10 per acre or fractional acre actually occupied (including areas occupied for driveways and roadways) for each year or fraction thereof during which the Lessee shall be in actual occupancy.

(c) Time and Place of Payment. Each payment of rental hereunder, excepting such as made upon the exercise of an option, shall be made on or before the anniversary of the Commencement of the Term, and shall be made to the Lessor, or shall be deposited to the credit of the Lessor in the Citizens State Bank at Sheboygan, Wisconsin, (which Bank and its successors shall continue as the depository, regardless of changes in the ownership of said lands or of the right to receive payments of rent). All payments or tenders may be made by cash, check or draft, mailed or delivered on or before the payment date, and the depositing of such cash, check or draft in any post office, addressed to the depository bank or Lessor (at his last known address as shown by Lessee's records) on or before the payment date, shall be deemed payment or tender as herein provided. Notwithstanding the death of the Lessor, payment or tender of the amount due to such deceased or to his credit in the manner provided herein shall be binding on the heirs, devisees, executors, administrators and personal representatives of Lessor and his successors in interest. If Lessee shall, on or before any payment date, make a bona fide attempt to pay or deposit the amount due to a Lessor entitled thereto under this lease according to Lessee's records or to a Lessee whom prior to such attempted payment or deposit has given Lessee notice of his right to receive payments, and if such payment or deposit shall be erroneous in any regard (whether deposited in the wrong depository, paid to persons other than the parties entitled thereto as shown by Lessee's records in an incorrect amount or otherwise), Lessee shall be unconditionally obligated to pay to such Lessor the amount properly payable for the period involved, but this lease shall be maintained in the same manner as if such erroneous payment or deposit had been properly made, provided that the erroneous payment or deposit be corrected within thirty (30) days after receipt by Lessee of written notice from such Lessor of such error, accompanied by any documents and other evidence necessary to enable Lessee to make proper payment.

3. IN THE EVENT THE LESSEE, IN CONNECTION WITH ITS OPERATIONS ON THE PREMISES OR ELSEWHERE IN THE AREA LEASED OR TO BE LEASED OR OTHERWISE ACQUIRED IN CONJUNCTION WITH THE PREMISES, DISCOVERS NATIVE GAS OR OIL, THE FOLLOWING PROVISIONS SHALL APPLY:

(a) Royalties. In lieu of the rentals provided for in Paragraph 2 (a) hereof, the Lessee shall deliver, free of cost, to Lessor at the wells, or to the credit of Lessor in the Pipeline to which the wells may be connected, the equal one-eighth (⅛) part of all oil produced and saved from the Premises; or, at Lessee's option, shall pay to Lessor for such one-eighth (⅛) royalty the market price at the well for such oil of like grade and gravity prevailing on the day such oil is run from the lease stock tanks. The Lessee shall also pay Lessor one-eighth (⅛) of the proceeds received by Lessee at the well for all gas (including all substances contained in such gas) produced from the Premises and sold by Lessee, except injected or stored gas; if such gas is used by Lessee off the leased Premises or used by Lessee for the manufacture of casinghead gasoline or other products, shall pay to Lessor one-eighth (⅛) of the prevailing market price at the well for the gas so used. Such royalties shall be payable in the manner provided in Paragraph 2 (c) hereof.

(b) Pooling. Lessee is granted the right, from time to time while this lease is in force, to pool into a separate operating unit or units all or any part of the land covered by this lease with other land, lease, or leases, or interests therein (whether such other interests are pooled by a voluntary agreement on the part of the owners thereof, or by the exercise of a right to pool by the Lessees thereof), when in the Lessee's judgment it is necessary or advisable in order to promote conservation, to properly develop or operate the land and interests to be pooled, or to obtain a multiple production allowable from any governmental agency having control over such matters. Any pooling hereunder may cover all oil and gas, or any one or more of the substances covered by this lease, and may cover one or more or all zones or formations underlying all or any portion or portions of the leased Premises. Any unit formed by such pooling shall be of abutting or cornering tracts and shall not exceed 640 acres (plus a tolerance of 10 per cent) for gas or gas-condensate and shall not exceed 80 acres (plus a tolerance of 10 per cent) for any other substance covered by this lease; provided that if any governmental regulation or order shall prescribe a spacing pattern for the development of a field which embraces the above-described land, or a portion thereof is located, or allocate a producing allowable based on acreage per well, then any such unit may embrace as much additional acreage as may be so prescribed or as may be permitted in such allocation of allowable. The area pooled and the zones or formations and substances pooled shall be set forth by Lessee in a declaration of pooling filed for record in the county or counties in which the pooled area is located. Such pooling shall be effective on the date such declaration is filed unless a later effective date is specified in such declaration. In lieu of the royalties elsewhere herein specified, Lessor shall receive on production from an area so pooled only such portion of the royalties which, in the absence of such pooling, would be payable hereunder to Lessor on production from the land covered by this lease which is placed in the pooled area as the amount of the surface acreage in the land covered by this lease which is placed in the pooled area bears to the amount of the surface acreage of the entire pooled area. Nothing herein contained shall authorize or effect any transfer of any title to any leasehold, royalty or other interest pooled pursuant hereto. Lessee may terminate any pooling effected pursuant to this paragraph at any time the pooled unit is not producing and no drilling operations are being conducted thereon by executing and filing of record in the county or counties in which the pooled area is located a written declaration of the termination of such pooling.

(c) Use of Produced Gas. Lessee shall have the right to use, free of cost, oil, gas and water produced on the Premises for its operations thereon, except water from wells of Lessor. Lessee shall have the right (but not the obligation) at any time to remove all machinery, equipment and fixtures placed on said Premises, including the right to draw and remove casing and pipe.

4. COVENANTS OF LESSEE. The Lessee hereby covenants that:

(a) It shall promptly pay the rentals and other payments required of it herein when due without further demand.

(b) It will conduct its storage and drilling operations in a good and workmanlike manner, and will indemnify and save the Lessor harmless of all loss, costs, claims or demands of whatsoever name or nature claimed or asserted against the Lessor by reason of or arising from the Lessee's operations on the Premises, excepting only such as results from the default of the Lessor hereunder, and the neglect of the Lessor, his agents, servants and employees. Lessee shall, upon receipt of any such claim or demand, tender the defense of the same to the Lessee as soon as reasonably possible, and Lessor agrees to cooperate with the Lessee at Lessee's expense, in such defense.

(c) It will bury all pipe laid upon said land to a sufficient depth so as not to interfere with the usual cultivation of the soil.

(d) It will restore or pay the Lessor for any damages which may arise to drainage systems, water wells, growing crops, trees, shrubbery, fences, buildings or livestock resulting from the conduct of its operations, said damages, if not mutually agreed upon, to be ascertained and determined by three (3) disinterested persons, one of whom shall be appointed by the Lessor, one by the Lessee, and the third to be selected by the two appointed as aforesaid, and the written award of any two of such three persons shall be final, conclusive and binding upon the parties hereto.

(e) After doing any of such work, Lessee shall restore the surface of the ground as nearly as possible to the condition as existing immediately prior to the commencement of such work.

Assigned to Wis. Gas Light Co. Vol. 477 P. 361 4-27

(f) It shall fence or otherwise enclose such of its operations as may be harmful to livestock; and
(g) It will exercise due diligence in its operations so as to not cause any loss or diminution of the Lessor's present supply of domestic water.

5. TERM OF LEASE. The primary term of this lease shall be three (3) years, commencing ____ 8th ____ 1962, (being the first day of the month, coincidental with or next following the date of execution of these presents by the Lessor).

The Lessee shall have the right, at its option, to renew this lease from year to year after the expiration of the primary term, upon payment of the rentals prescribed in Paragraph 2, (a) hereof, upon all of the terms and conditions hereof; provided, however, that the Lessee shall not have the right to so renew it, at the time it would otherwise be permitted to exercise such renewal option, all of its operations shall have been substantially abandoned or discontinued for a period of ten consecutive years.

6. COVENANTS OF LESSOR. The Lessor hereby covenants that:

(a) The Lessor has good and marchantable title to said Premises, subject only to the following None

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and that, except as aforesaid, the Lessor will warrant and defend the same.

(b) The Lessor will pay all mortgages made by him and all taxes and assessments levied and assessed against said Premises, and upon failure of the Lessor so to do, the Lessee may pay the same and stand subrogated to the rights of the holder of such mortgage or the taxing authority levying such tax or assessment as the case may be.

(c) Lessee may purchase or lease the rights of any party claiming any interest in said land and exercise such rights as may be obtained thereby, but Lessee shall not suffer any forfeiture nor incur any liability to Lessor by reason thereof.

(d) The Lessor will not, without the Lessee's express, written consent (which shall not be unreasonably withheld), either personally or through agents, employees or independent contractors, either: (i) place, construct, or erect any building upon or within 10 feet of any pipeline that may hereafter traverse the Premises; or (ii) conduct, permit or suffer any drilling or excavations (other than drilling for domestic water wells that do not penetrate the underlying Maquoketa shale and excavations for basements) on the Premises or any other operations likely to interfere with the Lessee's storage operations or any other right granted to Lessee hereunder.

7. PROPORTIONATE INTERESTS. Without impairment of Lessee's rights under the warranty in event of failure of title, it is agreed that if Lessor owns an interest in the property subject to this lease less than the entire fee simple estate, then the rentals, royalties and any other payments herein provided shall be paid Lessor only in the proportion which his interest bears to such entire fee simple estate. In case of notice of any adverse claim to the Premises or to any part of the rentals, royalties or any other payments, Lessee may withhold payment or delivery of the same until the ownership is determined by compromise or by final decree of a court of competent jurisdiction.

8. ASSIGNMENT. The privilege of assigning or subletting in whole or in part is expressly allowed, and if the estate of either party herein is assigned or sublet, the express and implied covenants hereof shall extend to the sublessees, successors and assigns of the parties, and in the event of an assignment or subletting by Lessee, Lessee shall be relieved and discharged as to the leasehold rights so assigned or sublet from any liability to Lessor thereafter accruing upon any of the covenants or conditions of this lease, either express or implied. No change in the ownership of the land, rentals or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee or require separate measuring or installation of separate tanks by Lessee. Notwithstanding any actual or constructive knowledge of or notice to Lessee, no change in the ownership of said land or of the right to receive rentals or royalties hereunder, or of any interest therein, whether by reason of death, conveyance or any other matter, shall be binding on Lessee (except at Lessee's option in any particular case) until ninety (90) days after Lessee has been furnished written notice thereof, and the supporting information hereinafter referred to, by the party claiming as a result of such change in ownership or interest. Such notice shall be supported by original or certified copies of all documents and other instruments or proceedings necessary in Lessee's opinion to establish the ownership of the claiming party.

9. APPLICABLE LAWS. All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations.

10. PARTIES BENEFITED AND BOUND. This lease and all provisions thereof shall inure to the benefit of, be applicable to and binding upon the parties and their respective successors and assigns. Reference herein to Lessor and Lessee shall include reference to their respective successors and assigns. Should any one or more of the parties named above as Lessors not execute this lease it shall nevertheless be binding upon the party or parties executing the same.

IN WITNESS WHEREOF, this lease is executed as of the day and year first above written.

WITNESS:

Willard M. Tinsley Jr. — Alma M. Rammer (SEAL)
Alma M. Rammer

Gerald Sanders

Willard M. Tinsley Jr. — Jacob Rammer (SEAL)
Jacob Rammer

Gerald Sanders

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF Wisconsin }
COUNTY OF Sheboygan } ss.

On this 5 day of August, 1962, before me personally appeared Alma M. Rammer and Jacob Rammer to me known to be the person s described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Gerald Sanders
Notary Public
Sheboygan County, Wisconsin

My Commission expires:
6/21/64

ACKNOWLEDGMENT BY CORPORATION

756748

GAS STORAGE AND EXPLORATION LEASE

FROM
Jacob Rammer et ux

TO
Texas-Wisconsin Exploration Corp.
914 Center St. Oostburg, Wisconsin

STATE OF WISCONSIN
SHEBOYGAN COUNTY

Filed for record the 3rd day of October 1962 at 4:45 o'clock P.M. and recorded in Volume 11 of Deeds Page 341

Recorder.

Deputy.

Return to Grantee

$1.50

6/PMB
11/14/62

ASSIGNMENT AND CONVEYANCE 879899

R 4/4/62

KNOW ALL MEN BY THESE PRESENTS, that TEXAS-WISCONSIN EXPLORATION CORPORATION, a Wisconsin corporation, in consideration of One Dollar ($1.00) and other good and valuable consideration to it paid, the receipt of which is hereby acknowledged, has sold, assigned, transferred and set over, and by these presents does sell, assign, transfer and set over unto MILWAUKEE GAS LIGHT COMPANY, a Wisconsin corporation, its successors and assigns, all of its right, title and interest in any and all property, real and personal, howsoever acquired, situated or located in the State of Wisconsin, specifically including, but not limited to, all of its right, title and interest in and to those certain Gas Storage Easement and Exploration Leases, Gas Storage and Exploration Leases, and Options to Acquire Gas Storage Easements which are identified in the schedule attached hereto marked Exhibit "A", and including in this conveyance all of its right, title and interest in and to all oil, gas and minerals in and under the instruments identified in Exhibit A.

In consideration of the above assignment and conveyance, Milwaukee Gas Light Company, by accepting and recording this instrument, hereby assumes and agrees to make all payments and perform all the covenants and conditions of the instruments identified in Exhibit A hereto attached by Texas-Wisconsin Exploration Corporation to be made and performed.

IN WITNESS WHEREOF, the said Texas-Wisconsin Exploration Corporation has caused these presents to be signed by Ralph E. Davis, its President, and Paul M. Barnes, its Assistant Secretary,

Grantors of Lease	Date	Section	Township (N)	Range (E)	Recording Date	Volume (Contracts)	Pages	Document No.
564. Jacob Rammer and Alma M., h.w.	8/ 5/60	9	14	23	10/ 3/60	11	340/1	756748
565. Harold G. Gartmann and Jeanette, h.w.	8/ 1/60	9	14	23	10/ 3/60	11	342/3	756749
566. Agnes Kuemmet (single woman)	8/ 9/60	9 5	14 14	23 23	10/ 3/60	11	344/5	756750
567. Leland W. Beutel and Margaret D., h.w.	8/ 4/60	9	14	23	10/ 3/60	11	346/7	756751
568. Carl P. Rammer and Alma, h.w.	8/ 2/60	9	14	23	10/ 3/60	11	348/9	756752
569. Louis A. Albrecht and Anita, h.w.	8/11/60	9	14	23	10/ 3/60	11	350/2	756753
570. Otto R. Bennig and Esther, h.w.	8/ 8/60	9	14	23	10/ 3/60	11	353/4	756754
571. Marvin L. Rammer and Janet F., h.w.	8/ 3/60	10	14	23	10/ 3/60	11	334/5	756745
572. Lilah Gartmann (widow)	8/22/60	10	14	23	10/ 3/60	11	355/6	756755
572a Floyd Jensema and Johanna, h.w.	7/25/60	15	14	23	10/ 3/60	11	361/2	756758
573. Peter Kaat and Delia, h.w.	7/30/60	15	14	23	10/ 3/60	11	359/60	756757
574. Elmer M. Hilbelink and Pearl, h.w.	7/22/60	16 21	14 14	23 23	9/29/60	11	6/7	756327
575. Lena Gartman (widow)	7/26/60	16	14	23	9/29/60	11	8/9	756328
576. Melvin Herbst and Stella, h.w.	7/25/60	16	14	23	9/29/60	11	10/11	756329
577. Vernon W. Cooper and Oleska, h.w.	7/25/60	16	14	23	9/29/60	11	12/13	756330
578. Niles E. Van de Loo and Kathleen G., h.w.	8/20/60	16	14	23	9/29/60	11	14/15	756331

VOL 477 PAGE 411

TRANSFER OF EASEMENT RIGHTS

Document Number | Document Title

1740700

SHEBOYGAN COUNTY, WI
RECORDED ON

07/28/2004 11:20AM

DARLENE J. NAVIS
REGISTER OF DEEDS

RECORDING FEE: 239.00
TRANSFER FEE:

STAFF ID 6
TRANS # 47095

OF PAGES: 115

Recording Area

Name and Return Address

Wisconsin Gas LLC, d/b/a We Energies
Property Rights & Information Group
Room A252
231 West Michigan Street
Milwaukee, WI 53203

See Exhibit A

Parcel Identification Number (PIN)

THIS TRANSFER OF EASEMENT RIGHTS is made and effective as of the 28TH day of JULY, 2004, by and between **WISCONSIN GAS COMPANY**, a Wisconsin corporation ("Transferor"), and **WISCONSIN GAS LLC**, a Wisconsin limited liability company ("Transferee").

In accordance with the conversion of Transferor as a corporation into Transferee as a limited liability company pursuant to Wis. Stat. § 180.1161, Transferor hereby transfers and conveys to Transferee all of Transferor's right, title and interest in and to (i) the easements identified on Exhibit A attached hereto and incorporated herein by reference, and (ii) all other easement rights that have been granted to Transferor in Sheboygan County that are not identified on Exhibit A (collectively, the "Easements"). This instrument is provided pursuant to Wis. Stat. § 180.1161(4)(c).

The transfer and conveyance of all of the right, title and interest in and to the Easements hereunder shall be perpetual and shall run with the lands described within the Easements, and shall be binding upon and inure to the benefit of Transferor and Transferee and their respective successors and assigns.

This instrument may be executed in one or more counterparts, all of which when taken together shall constitute one and the same instrument.

This instrument shall be construed in accordance with the laws of the State of Wisconsin.

[SIGNATURES AND ACKNOWLEDGEMENTS ON FOLLOWING PAGES]

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Exhibit "A"

WISCONSIN GAS COMPANY ("WG")
TRANSFER TO WISCONSIN GAS LLC

SHEBOYGAN COUNTY

EASEMENT TYPE	GRANTOR	RECORDED DOCUMENT NUMBER	1/4	SN	TN	RG	YEAR GRANTED	REFERENCE ATTACHED EXHIBIT "B"
GAS EASEMENT	OTTO R & ESTHER BENNIG	756754	SW	09	14	23	1960	
GAS EASEMENT	LELAND W & MARGARET BEUTEL	756751	NE	09	14	23	1960	
"	"	"	SE	09	14	23	"	
GAS EASEMENT	HAROLD C & JEANETTE GARTMANN	756749	SW	09	14	23	1960	
"	"	"	SE	09	14	23	"	
GAS EASEMENT	AGNES KUEMMET	756750	NW	09	14	23	1960	
"	"	"	SE	05	14	23	"	
GAS EASEMENT	JOHN G & MARIE CLAIRE KUEMMET	756746	SW	09	14	23	1960	
"	"	"	SE	10	14	23	"	
"	"	"	NW	16	14	23	"	
GAS EASEMENT	AUGUST J & HELEN M RAMMER	756316	SW	09	14	23	1960	
"	"	"	SE	09	14	23	"	
"	"	"	SE	10	14	23	"	
GAS EASEMENT	CARL P & ALMA RAMMER	756752	SW	09	14	23	1960	
"	"	"	NW	09	14	23	"	
GAS EASEMENT	JACOB RAMMER & ALMA M RAMMER	756748	SW	09	14	23	1960	
"	"	"	SE	09	14	23	"	
GAS EASEMENT	ARWIN W & HILDEGARD SOMMER	756747	SW	09	14	23	1960	
GAS EASEMENT	MARVIN L & JANET F RAMMER	756745	SW	10	14	23	1960	
GAS EASEMENT	EW FRITSCH & GLORIA POTH		NW	15	14	23	1960	B30
GAS EASEMENT	JW HYINK, EST, C/O MR MARTIN DE RUYTER		NE	27	13	22	1960	B31
"	"		NW	27	13	22	"	B31
GAS EASEMENT	JESSE & MARY LAMMERS		SE	30	14	22	1960	B32
"	"		NE	31	14	22	"	B32

1417136

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RECORDED
SHEBOYGAN COUNTY, WI
Darlene J. Navis Registrar
In Vol. 1371 of Records on page 988/91

CERTIFICATE OF ANNEXATION

I, Patricia Baldwin, City Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin, do hereby certify that the attached is a true and correct copy of Subs. of Gen. Ord. No. 69-94-95, which was adopted by the Common Council on November 21, 1994.

The annexed territory described therein contains a population of 0.

Dated: November 30, 1994

Patricia Baldwin
City Clerk

CITY OF SHEBOYGAN SEAL WISCONSIN

'94 DEC -5 P1:23

001E#1713 0004 JTR $10.00
001E#1713 0004 LRIB $2.00
001E#1713 0004 CO LRM $4.00

NESW
NWSE

9
14-23

OFFICE OF CITY CLERK
SHEBOYGAN, WISCONSIN
CITY HALL

VOL 1371 PAGE 989

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

Patricia Baldwin
City Clerk

X Other Matters 14-73

Gen. Ord. No. 69 - 94 - 95. By Alderpersons Schultz and Champion.
October 17, 1994.

AN ORDINANCE annexing territory from the Town of Wilson to the City of Sheboygan situated west of CTH "OK" between CTH "EE" and Stahl Rd.

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

Section 1. In accordance with §66.021 of the Wisconsin Statutes and a petition for direct annexation filed with the City Clerk on the 14th day of October, 1994, signed by the owners of all the real property in the area in which no electors reside, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan:

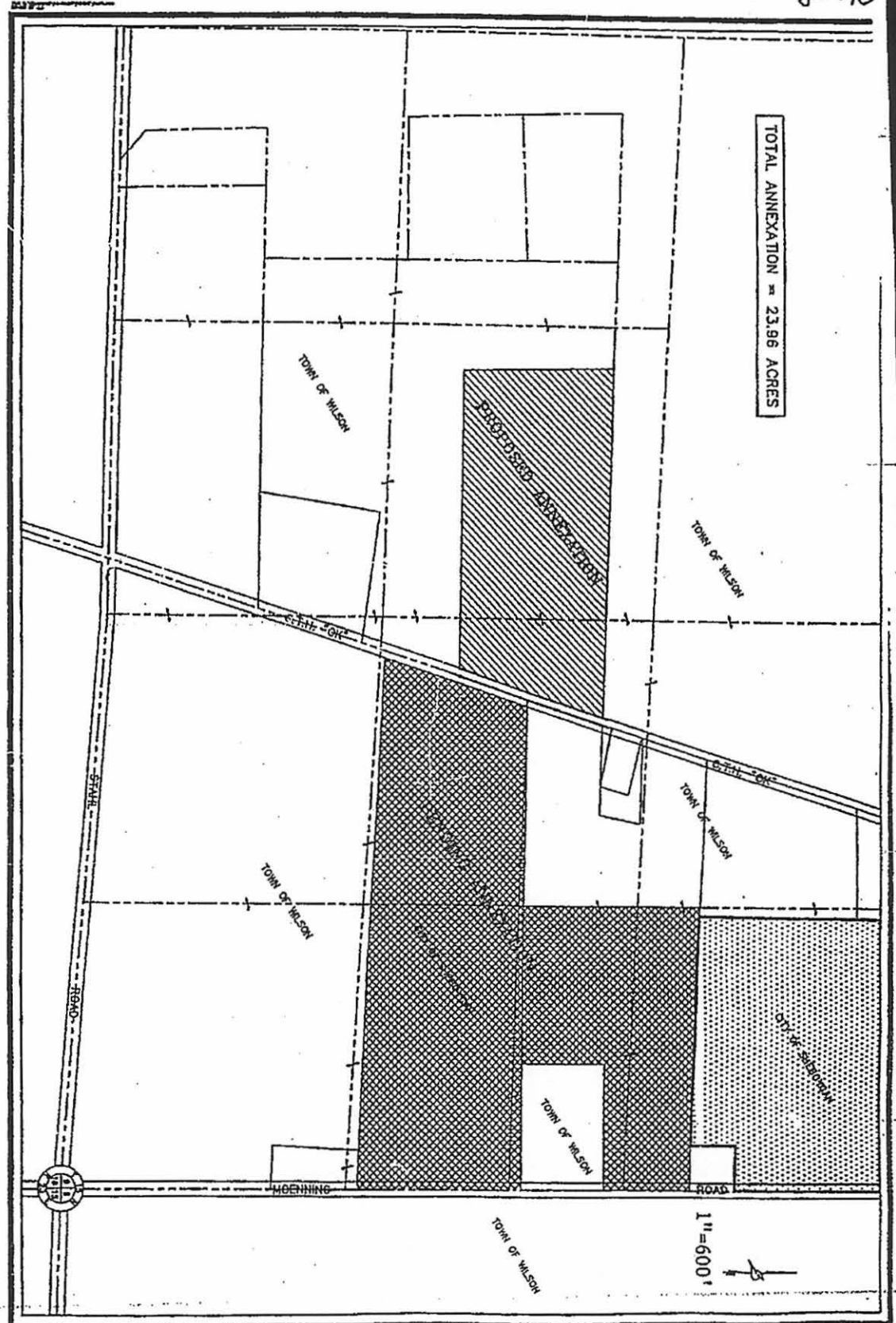
> Part of the S. 1/2 of Sec. 9, T14N, R23E, commencing at the SE corner of the SW 1/4 of Sec. 9, T14N, R23E, thence N. 88°-29'-52" W., 254.08', along the S.L. of said SW 1/4 to the centerline of CTH "OK", thence N. 17°-51'-59" E., 1,720.00', thence N. 88°-57'-29" W., 34.14' to the point of beginning, thence, N. 88°-57'-29" W., 1,356.26', thence N. 01°-01'-42" W., 719.18', thence S. 88°-07'-39" E., 1,592.42', thence S. 17°-51'-59" W., 726.72', to the point of beginning, said tract containing 23.96 acres.

Section 2. From and after the effective 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 in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. The territory described in Section 1 of this ordinance is hereby made a part of the 9th Ward, 5th Aldermanic District, of the City of Sheboygan.

Please return to City Clerk's Office
828 Center Ave

Vol 1371 Page 990



CITY OF SHEBOYGAN – ANNEXATION
RAMMER WEST OF C.TH. "OK"

SHEBOYGAN, WISCONSIN

City of Sheboygan
spirit on the lake

Graphic Scale 0' 300' 200' 400'

ANNEXATIONS - 2
LLOYD P. KELLEY, CITY ENGINEER
SEPTEMBER 29, 1994

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its enactment.

Plan Comm

V Schultz

DCD

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of November, 1994.

Dated November 23 1994. Patricia Baldwin, City Clerk

Approved November 23 1994. [signature], Mayor

Proceedings Published November 28 1994.

Ordinances Published November 26 1994.

Certified November 29 1994 to Margaret Pearce, Tn. of Wilson; Tn. San. Dist No. 1; Plumb. Insp.; Police Dept.; Supt. of Assess.; WP&L; Eng.; Assessor; Fin. Dir./Treas.; Dep. Fin. Dir./Treas.; Library; City Dev.; WI Pub. Svc. Corp.; Water Ut.; Bldg. Insp.; Ameritech; Supt. of Sts.; Mun.

SCHEDULE A - COMMITMENT FOR TITLE INSURANCE

File #:855417

Knight Barry TITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734

Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

Prepared for: Renee Jacque (rjacque@vonbriesen.com)
Von Briesen & Roper
411 E. Wisconsin Ave.
Milwaukee, WI 53202

Effective date: August 12, 2016 at 8:00 am

1. Policy (or Policies) to be issued:

(a) ALTA Owner's Policy (6/17/2006) Proposed Insured: — Policy Amount:

Sheboygan Water Utility — $0.00

(b) ALTA Loan Policy (6/17/2006) Proposed Insured: — Policy Amount not to exceed:

NONE — $0.00

2. Title to the fee simple estate or interest in the land described or referred to in this Commitment is at the Effective Date of record in:

City of Sheboygan, a municipal corporation

3. The land referred to in the Commitment is described as follows:

Part of the South ½ (Northeast ¼ of the Southwest ¼ and Northwest ¼ of the Southeast ¼) of Section 9, Township 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, commencing at the South quarter corner of Section 9, Township 14 North, Range 23 East; thence North 88°29'52" West, 254.08 feet along the South line of said Southwest ¼ to the centerline of County Trunk Highway "OK" (a/k/a South Business Drive); thence North 17°51'59" East, 1,720.00 feet to the point of beginning; thence North 17°51'59" East, 726.20 feet; thence North 88°07'39" West, 1,626.75 feet; thence South 1°01'42" East, 719.18 feet; thence South 88°57'29" East, 1,390.40 feet to the point of beginning. Excepting any part taken, dedicated, or used for road purposes.

FOR INFORMATIONAL PURPOSES ONLY:

Property Address: Vacant land along S. Business Dr., City of Sheboygan, Sheboygan County, WI

Tax Key Number: 59281470968

Knight | Barry TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734
Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

The following are the requirements to be complied with:

a. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

b. Payment to the Company of the premiums, fees and charges for the policy.

c. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:

1. Deed from City of Sheboygan, a municipal corporation to Sheboygan Water Utility .

   FURTHER the Company must be supplied with the Wisconsin Electronic Real Estate Transfer Return as required by Section 77.22, Wis. Stats.

2. The Company should be furnished with a certified copy of a resolution adopted by the Common Council of the City of Sheboygan authorizing the execution of the Deed to Sheboygan Water Utility.

3. The amount of insurance shown on Schedule A must be increased to an amount equivalent to the full value of the Land before the policy will be issued. At such time, an additional charge will be made in conformity with established rates. The Company has no liability under this Commitment until this Commitment is revised stating the amount of the proposed policy.

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Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Special assessments, special taxes or special charges, if any, payable with the taxes levied or to be levied for the current and subsequent years.
3. Liens, hook-up charges or fees, deferred charges, reserve capacity assessments, impact fees, or other charges or fees due payable on the development or improvement of the Land, whether assessed or charged before or after the date of the policy.
4. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Rights or claims of parties in possession not shown by the public records.
6. Any encroachments, encumbrance, violation, variation, or adverse circumstance affecting Title that would be disclosed by an accurate and complete land survey of the Land.
7. Easements or claims of easements not shown by the public records.
8. Any claim of adverse possession or prescriptive easement.
9. General Taxes for the year 2016 and subsequent years, not yet due or payable. In the event that the transaction to be insured under this Commitment occurs in December of 2016 or later, then please contact the Company for an update as to the status of taxes. Failure to do so will result in the following appearing as an exception on the final title insurance policy to be issued pursuant to this Commitment: "General Taxes for the year 2016 and subsequent years."
10. Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.
11. Storm, sewer, drainage and sanitary district assessments, if any.
12. Grant to Wisconsin Power and Light Company and other matters contained in the instrument recorded February 27, 1928 in Volume O of Contracts, at Page 71, as Document No. 251048a .
13. Gas Storage and Exploration Lease to Texas-Wisconsin Exploration Corporation and other matters contained in the instrument recorded October 3, 1960 in Volume 11 of Contracts, at Page 340/1, as Document No. 756748 .

    Assignment and Conveyance to Milwaukee Gas Light Company and other matters contained in the instrument recorded April 4, 1966 in Volume 477 of Records, at Pages 369/411, as Document No. 879899 .

    Transfer of Easement Rights by and between Wisconsin Gas Company, a Wisconsin corporation and Wisconsin Gas LLC, a limited liability company and other matters contained in the instrument recorded July 28, 2004 as Document No. 1740700 .
14. Annexation Ordinance and other matters contained in the instrument recorded December 5, 1994 in Volume 1371 of Records, at Pages 988/91, as Document No. 1417136 .

Footnotes to Schedule B

Knight | Barry TITLE GROUP
Integrity. Experience. Innovation.
Knight Barry Title Advantage LLC
514 S. 8th Street
Sheboygan, WI 53081
920-459-0733
Fax:920-459-0734
Refer Inquiries to: Donna Pikula (dpikula@knightbarry.com)

Completed on:9/30/16 3:31 pm
Last Revised on:9/30/16 3:31 pm
Printed on:10/3/16 9:15 am

a. Taxes for the year 2015 are exempt.

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, Sheboygan Water Utility _____, offers to purchase the Property known as [Street Address] lands in the NE1/4 of the SW 1/4, Sec 9, T14N R23E further described in Attachment A in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Sixty Thousand and no/100ths _____ Dollars ($ 60,000.00).

■ EARNEST MONEY of $ 0.00 accompanies this Offer and earnest money of $ 0.00 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____.

■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 18-19, and the following additional items: none.

■ NOT INCLUDED IN PURCHASE PRICE: _____

CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

■ ZONING: Seller represents that the Property is zoned: agricultural.

ACCEPTANCE Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical copies of the Offer.

CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines running from acceptance provide adequate time for both binding acceptance and performance.

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before December 15, 2016. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

OPTIONAL PROVISIONS TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX (☐) ARE PART OF THIS OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A" OR ARE LEFT BLANK.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 40 or 41.

Seller's recipient for delivery (optional): Attorney Charles Adams

Buyer's recipient for delivery (optional): Joe R. Trueblood and Daniel S. Welytok

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

Seller: (_____) _____ Buyer: (_____) _____

☐ (3) Commercial Delivery: depositing the document or written notice fees 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 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

☐ (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 recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: _____

Delivery address for Buyer: _____

☐ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. 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.

E-Mail address for Seller (optional): chuck.adams@sheboyganwi.gov

E-Mail address for Buyer (optional): joetrueblood@sheboyganwater.org; dwelytok@vonbriesen.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than January 31, 2017 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

☐ 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)

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

☐ 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)

☐ _____.

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 proration 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.

☐ 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 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-prorate 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 this transaction.

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are Agricultural Land Lease with Paul Rammer _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH: Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING: Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS:
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:
a. Proposed, planned or commenced public improvements or public construction projects which may result in special assessments or otherwise materially affect the Property or the present use of the Property.
b. Government agency or court order requiring repair, alteration or correction of any existing condition.
c. Land division or subdivision for which required state or local approvals were not obtained.
d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines 111-120), Conservation Reserve (see lines 134-138), or comparable program.
f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90) (where one or both of the properties is used and occupied for farming or grazing).
g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids, including, but not limited to, gasoline and heating oil.
j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides, fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the premises.
k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.
m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned according to applicable regulations.
(Definitions Continued on page 5)

IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.

p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

q. Lack of legal vehicular access to the Property from public roads.

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.

z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

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

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

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

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

PROPERTY DEVELOPMENT WARNING: If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

306 [X] **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
307 _____
308 _____
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.
314 [ ] **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)
315 STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____
316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.
317 [X] **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.
321 [ ] **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK
327 ALL THAT APPLY: [ ] conventional in-ground; [ ] mound; [ ] at grade; [ ] in-ground pressure distribution; [ ] holding tank;
328 [ ] other: _____.
329 [ ] **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE
330 ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions
331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.
333 [ ] **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's
336 proposed use: _____
337 _____.
338 [ ] **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: [ ] electricity_____;
341 [ ] gas _____; [ ] sewer_____; [ ] water_____;
342 [ ] telephone_____; [ ] cable _____; [ ] other_____.
343 [X] **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE
344 ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public
345 roads.
348 [ ] **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if
347 neither is stricken) expense, a [ ] rezoning; [ ] conditional use permit; [ ] license; [ ] variance; [ ] building permit; [ ]
348 occupancy permit; [ ] other _____ CHECK ALL THAT APPLY, and delivering
349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed
350 use described at lines 306-308.
351 [ ] **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller
352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a
353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken)
354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the
355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,
356 if any, and: _____
357 [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to:
358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square
359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**
360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied
361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,
362 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information
363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.
364 Upon delivery of Buyer's notice, this Offer shall be null and void.

PROPERTY DIMENSIONS AND SURVEYS Buyer acknowledges that any land dimensions, total square footage, acreage figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of rounding, formulas used or other reasons, unless verified by survey or other means.
CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage information if material to Buyer's decision to purchase.
EARNEST MONEY
■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to the purchase price or otherwise disbursed as provided in the Offer.
CAUTION: Should persons other than a broker hold earnest money, an escrow agreement should be drafted by the Parties or an attorney. If someone other than Buyer makes payment of earnest money, consider a special disbursement agreement.
■ DISBURSEMENT: If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller; (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; or (4) any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to exceed $250, prior to disbursement.
■ LEGAL RIGHTS/ACTION: Broker's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by broker. At least 30 days prior to disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.
DISTRIBUTION OF INFORMATION Buyer and Seller authorize the agents of Buyer and Seller to: (i) distribute copies of the Offer to Buyer's lender, appraisers, title insurance companies and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA); (ii) report sales and financing concession data to multiple listing service sold databases; and (iii) provide active listing, pending sale, closed sale and financing concession information and data, and related information regarding seller contributions, incentives or assistance, and third party gifts, to appraisers researching comparable sales, market conditions and listings, upon inquiry.
NOTICE ABOUT SEX OFFENDER REGISTRY You may obtain information about the sex offender registry and persons registered with the registry by contacting the Wisconsin Department of Corrections on the Internet at http://www.widocoffenders.org or by telephone at (608) 240-5830.

405 ☐ **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.
411 TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this
413 Offer except: _____.
414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.
417 TITLE EVIDENCE
418 ■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed**
419 **(or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as**
420 **provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and
423 in this Offer, general taxes levied in the year of closing and _____
424 _____
425 _____
426 _____
427 which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
428 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.
429 ■ TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
430 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all
431 costs of providing title evidence to Buyer. Buyer shall pay all costs of providing title evidence required by Buyer's lender.
432 ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE
433 ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the
434 effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy
435 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap
436 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).
437 ■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title
438 insurance commitment is delivered to Buyer's attorney or Buyer not more than _____ days after acceptance ("15" if left blank),
439 showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per
440 lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements
441 and exceptions, as appropriate.
442 ■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of
443 objections to title within _____days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In
444 such event, Seller shall have a reasonable time, but not exceeding _____ days ("5" if left blank) from Buyer's delivery of the
445 notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for
446 closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the
447 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver
448 written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not
449 extinguish Seller's obligations to give merchantable title to Buyer.
450 ■ SPECIAL ASSESSMENTS: Special assessments, if any, levied or for work actually commenced prior to the date of this
451 Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer.
452 **CAUTION: Consider a special agreement if area assessments, property owners association assessments, special**
453 **charges for current services under Wis. Stat. § 66.0627 or other expenses are contemplated. "Other expenses" are**
454 **one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments)**
455 **relating to curb, gutter, street, sidewalk, municipal water, sanitary and storm water and storm sewer (including all**
456 **sewer mains and hook-up/connection and interceptor charges), parks, street lighting and street trees, and impact**
457 **fees for other public facilities, as defined in Wis. Stat. § 66.0617(1)(f).**
458 ADDITIONAL PROVISIONS/CONTINGENCIES _____
459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

[X] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up inspection(s).

This contingency shall be deemed satisfied unless Buyer, within 5 closing days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the Buyer had actual knowledge or written notice before signing this Offer.

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES

Seller and Buyer shall enter into an Access Easement Agreement which shall be recorded at or prior to Closing.

This Offer was drafted by [Licensee and Firm] Daniel S. Welytok, Esq., von Briesen & Roper, s.c.

_____ on _____.

Sheboygan Water Utility

(x) Gerald K. van DeKreeke 10/17/16

Buyer's Signature▲ Print Name Here▶ Gerald van DeKreeke Date▲

(x) _____

Buyer's Signature▲ Print Name Here▶ Date▲

EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

_____ Broker (by) _____

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

City of Sheboygan

(x) _____ / /16

Seller's Signature▲ Print Name Here▶ Attorney Charles Adams Date▲

(x) _____

Seller's Signature▲ Print Name Here▶ Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

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

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials▲ Date▲ Seller Initials▲ Date▲

VI

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. November 21, 2016.

Your Committee to whom was referred R. O. No. 116-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends denying Taxicab Driver's License #1486 based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator and her failure to cooperate with the Committee.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Other Matters

7.1

II

R. O. No. 116 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

Law & Lic
10/3/16 - grant all lic except hold Tatum
10/17/16 - hold Tatum
11/7/16 - hold Tatum.
11/21/16 - deny Tatum

City Clerk

CHANGE OF PREMISE

No.	Name	Address

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
1482	Burt, Donovan D.	1226 S. 13th St.
1478	Crocker, Colin M.	3332 N. 7th St.
5305	Freriks, Scott A.	1130 Swift Ave.
9277	Kamada, Nicholas R.	2336 N. 13th St.
1489	Kettles, Christopher W.	3123 N. Koning Dr.
1491	Mondragon, Cassandra A.	1309 Pennsylvania Ave., #D
6164	Penkwitz, Katherine L.	3627 S. 12th St., #1
1480	Simon, Joey J.	5124 Hidden Creek Dr.
1479	Smith, Michelle L.	829 S. 13th St.
5572	Steindl, Jennifer L.	1614 Saemann Ave.
1490	Thao, Sindey P.	1915 N. 22nd St.
1485	Wendland, Todd EJ(Club)	3106 N. 27th St.

TAXICAB DRIVER'S LICENSE (December 31, 2016)

No.	Name	Address
1486	Tatum, Lashelle T.	2332 Carmen Ave., #8H
7297	Walters II, Michael A.	233 Lincoln Ave., #A

VII

R. C. No. ____ - 16 - 17. By LAW AND LICENSING. November 21, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 140-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends denying Fermented Malt Beverage and Class "C" Wine License application #3225 for Saap Lai based upon the Agent's record of violations related to the licensed activity and also probation rules which prohibit her from buying, selling, possessing, consuming or being in the presence of alcohol beverages; and also based on the other member of the LLC's failure to accurately reveal all relevant convictions on the license application, his record of violations related to the licensed activity, and his record as a repeat law violator.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 16 - 17. By FINANCE. November 21, 2016.

Your Committee to whom was referred Res. No. 121-16-17 by Alderperson Wolf authorizing Amendments to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) and the Execution of related documents; recommends that the Resolution be passed.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.1

Res. No. 121 - 16 - 17. By Alderperson Wolf. November 7, 2016.

A RESOLUTION authorizing Amendments to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) and the Execution of related documents.

WHEREAS, pursuant to Section 66.1103 of the Wisconsin Statutes (the "**Act**") and to a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the "**Bond Financing Agreement**"), each by and among the City of Sheboygan, Wisconsin (the "**City**") RCS Empowers, Inc., a Wisconsin nonprofit corporation (the "**Borrower**"), and Bank First National, a national banking association (the "**Purchaser**"), the City has issued up to $5,000,000 of its Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project), dated December 23, 2010 (the "**Bond**"); and

WHEREAS, the issuance, terms of the Bond, approval, and subsequent amendment of the Bond Financing Agreement were authorized by resolutions of the City adopted on November 15, 2010 and on June 18, 2012; and

WHEREAS, under the Bond Financing Agreement, the City sold the Bond to the Purchaser and loaned the proceeds from the sale of the Bond to the Borrower in installments that totaled $4,282,534.45(the "**Loan**") to assist in financing the expansion of the Borrower's existing facility (the "**Project**") which Loan is being repaid by the Borrower in accordance with the terms of the Bond Financing Agreement as evidenced by the promissory note of the Borrower (the "**Promissory Note**"); and

Whereas, in connection with issuance of the Bond, the City also entered into a Tax Compliance Agreement (the "**Tax Agreement**"), between the City and the Borrower, relating to the tax-exempt status of interest on the Bond; and

WHEREAS, The Borrower and the Purchaser, in its capacity as sole bondowner, have determined that it would be beneficial to amend certain terms of the Bond to shorten the maturity date and interest rate reset date, and to establish a reduced fixed interest rate on the Bond to be in effect for the remaining term of the Bond; and

WHEREAS, the Borrower has represented that the requested amendments would enhance the economic stability of the Project; and

WHEREAS, the Bond Financing Agreement may be amended with the written agreement of the City, the Borrower, and the Purchaser, as owner of the Bonds; and

Transmit approve.

WHEREAS, in connection with such amendments, the Borrower has presented the City with a proposed Second Amendment to Bond Financing Agreement, to be dated as of the date of its execution, by and among the City, the Borrower, and the Purchaser (the "**Second Amendment**"); and

WHEREAS, the proposed Second Amendment as herein recited will, in the judgment of this body, allow the Project to continue to serve the intended accomplishments of public purpose, such as the provision of social services for citizens within the City.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

- **Amendment to Terms of the Bond**.

The earlier maturity date of December 1, 2023, the earlier interest rate reset date of December 1, 2016, and the establishment of a fixed rate on the Bond of 2.98% per annum for the remainder of the term of the Bond as described in the Second Amendment are each hereby approved.

- **Execution and Delivery of Second Amendment**.

The terms and provisions of the Second Amendment are hereby approved. The Mayor and the Clerk are hereby authorized for and in the name of the City to execute and deliver the Second Amendment in the form thereof presented herewith, or with such revisions, additions, or deletions as shall be approved by them consistent with this resolution and the terms of the Act, which approval shall be conclusively evidenced by their execution and delivery. Except as amended by the Second Amendment, all other terms and conditions of the Bond Financing Agreement shall remain in full force and effect.

- **Execution and Delivery of Related Documents**.

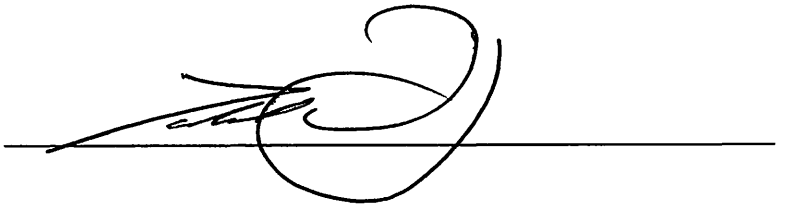
The Mayor and the Clerk are hereby authorized for and in the name of the City to execute and deliver a replacement Bond and Promissory Note, and a supplement to the Tax Agreement, that may be necessary to give effect to the amendments approved hereby.

- **General Authorizations**.

The Mayor, the Clerk, and the appropriate deputies and officials of the City in accordance with their assigned responsibilities are hereby each authorized to execute, publish, file, and record such other documents, instruments, notices, and records (including Internal Revenue Service Form 8038), and to take such other actions as shall be necessary or desirable to accomplish the purposes of this resolution and to comply with, and perform, the obligations of the City under the terms of the Bond Financing Agreement as amended by the Second Amendment.

- **Effective Date; Conformity.**

This resolution shall be effective immediately upon its passage and approval. To the extent that any prior resolutions of this body are inconsistent with the provisions hereof, this resolution shall control and such prior resolutions shall be deemed amended to such extent as may be necessary to bring them in conformity with this resolution.



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

CLOSING MEMORANDUM

AMENDMENT OF

$4,282,534.45
($2,196,195.38 outstanding principal amount)
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

Effective Date: December 1, 2016

IDENTIFICATION OF PARTIES

"**Bond Counsel**" refers to the law firm of Foley & Lardner LLP.

"**Borrower**" refers to RCS Empowers, Inc., a Wisconsin nonprofit corporation.

"**City**" refers to the City of Sheboygan, Wisconsin, a Wisconsin public body corporate and politic.

"**Guarantor**" refers to The Rehabilitation Center of Sheboygan Endowment Trust, a Wisconsin common law trust.

"**Purchaser**" refers to Bank First National, Sheboygan, Wisconsin.

DATE OF CLOSING

The Closing will be accomplished by delivery of documents to Foley & Lardner LLP by 10:00 a.m. on December 1, 2016 (the "**Closing Date**").

Although certain of the below described closing documents may have been executed in advance of the Closing Date, no closing document shall be deemed to have been delivered unless and until all closing documents have been delivered.

CLOSING DOCUMENTS

Index
No.

I. BASIC DOCUMENTS

1. Second Amendment to Bond Financing Agreement, dated as of December 1, 2016, among the City, the Borrower, and the Purchaser.

2. Specimen Bond R-2, in the principal amount of $2,196,195.38, registered in the name of the Purchaser.

3. Replacement Promissory Note of the Borrower, in the principal amount of $2,196,195.38.

4. Supplemental Tax Compliance Agreement, dated as of December 1, 2016, by and between the City and the Borrower.

II. BORROWER DOCUMENTS

5. Closing Certificate , together with Board of Directors' Resolution.

III. GUARANTOR DOCUMENTS

6. Consent of Guarantor.

IV. CITY DOCUMENTS

7. Issuer Approval Resolution, adopted by the Common Council of the City on November 21, 2016, together with Certifications by Clerk.

8. Opinion of Bond Counsel.

9. IRS Form 8038.

SECOND AMENDMENT TO
BOND FINANCING AGREEMENT

Dated as of December 1, 2016

Amending the Bond Financing Agreement
Dated as of December 23, 2010

By and Among

CITY OF SHEBOYGAN, WISCONSIN

and

RCS EMPOWERS, INC.

and

BANK FIRST NATIONAL

Relating to:

$4,282,534.45
($2,196,195.38 outstanding principal amount)
City of Sheboygan, Wisconsin
Development Revenue Bond, Series 2010
(RCS Empowers, Inc. Project)

SECOND AMENDMENT TO BOND FINANCING AGREEMENT

This SECOND AMENDMENT TO BOND FINANCING AGREEMENT, dated as of December 1, 2016 (this "**Second Amendment**"), made by and among RCS EMPOWERS, INC., a nonstock, nonprofit corporation organized and existing by virtue of the laws of the State of Wisconsin (the "**Borrower**"), the CITY OF SHEBOYGAN, WISCONSIN, a municipal corporation and political subdivision of the State of Wisconsin (the "**City**"), and BANK FIRST NATIONAL, a national banking association (the "**Purchaser**"), is an amendment to the Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012, each by and among the Borrower, the City, and the Purchaser (the "**Bond Financing Agreement**").

WITNESSETH:

WHEREAS, Section 66.1103 of the Wisconsin Statutes (the "**Act**") authorizes the City to issue revenue bonds to finance all or any part of the construction, equipping, reequipping, acquisition, purchase, installation, reconstruction, rebuilding, rehabilitation, improving, supplementing, replacing, maintaining, repairing, enlarging, extending, or remodeling of qualified projects and the improvement of sites therefor; and

WHEREAS, the Act authorizes the City to enter into a revenue agreement with an eligible participant wherein the eligible participant agrees (i) to provide the City with revenues sufficient for the prompt payment of the principal of and interest on the revenue bonds; and (ii) to cause such qualified project to be completed; and

WHEREAS, on November 15, 2010 the City's governing body adopted a final bond resolution authorizing, among other things, the issuance of up to $5,000,000 of its Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project), dated December 23, 2010 (the "**Bond**"), the execution and delivery of the Bond Financing Agreement, and any other documents or certificates relating to the Bond;

WHEREAS, the City induced the Borrower to proceed with the construction and equipping of an office and social services delivery facility in City (the "**Project**") by issuing the Bond; and

WHEREAS, under the Bond Financing Agreement, the City sold the Bond to the Purchaser and loaned the proceeds from the sale of the Bond to the Borrower in installments that totaled $4,282,534.45 to assist in financing the Project (the "**Loan**") which Loan is being repaid by the Borrower in accordance with the terms of the Bond Financing Agreement and evidenced by the promissory note of the Borrower; and

WHEREAS, the Borrower and the Purchaser, in its capacity as sole bond owner (the "**Owner**"), have determined that it would be beneficial to amend certain terms of the Bond to shorten the maturity date and interest rate reset date, and to establish a reduced fixed interest rate on the Bond to be in effect for the remaining term of the Bond; and

WHEREAS, the Bond Financing Agreement may be amended with the written consent of the City, the Borrower, and the Owner; and

NOW THEREFORE, in consideration of the foregoing, the City, the Borrower, and the Owner, hereby agree as follows:

Section 1. Definitions.

As used in this Second Amendment and the recitals hereto, the terms defined in the Bond Financing Agreement shall have the meanings assigned to them therein. *Capitalized terms not otherwise defined in this Second Amendment shall have the meaning set forth in the Bond Financing Agreement.*

Section 2. Amendments to Definitions.

(a) The following terms defined in Section 1.01 of the Bond Financing Agreement are hereby deleted:

Credit Spread	Flex Rate	Liquidity Premium
Flex Conversion Date	Floating Rate	Multiplier
Flex Period	LIBOR Swap Rate	Prime Rate
		Put Date

(b) The following terms defined in Section 1.01 of the Bond Financing Agreement are amended and restated in their entirety as follows:

"**Default Rate**" means the Taxable Rate plus 3.00% per annum.

"**Reset Date**" means December 1, 2016

"**Taxable Rate**" means 4.58% per annum.

Section 3. Amendment to Section 3.01.

Section 3.01 of the Bond Financing Agreement shall be amended in its entirety to read as follows:

Section 3.01 Authorization and Terms.

(a) In order to provide funds for the construction, acquisition, and installation of the Project, the Bond is hereby authorized to be issued in the aggregate principal amount of up to $5,000,000. The Bond shall be issued as a fully-registered Bond, without coupons, substantially in the form set forth as Exhibit A hereto, with appropriate insertions and deletions. The Bond shall be issued in the form of a single bond in the denomination equal to the entire authorized principal amount thereof. The Bond shall represent an obligation of the City (limited as provided in Section 3.02 hereof) only to the extent of amounts actually advanced for the purchase thereof pursuant to Section 4.01 hereof. The Owner thereof shall note on the schedule attached to the Bond all Advances with respect

thereto pursuant to Section 4.01 hereof, all payments of principal thereon pursuant to Section 3.09 hereof, and the other matters described therein.

(b) The Bond shall mature on December 1, 2023, subject to redemption prior to maturity as provided in Section 3.09 hereof.

(c) Except upon the occurrence of a Taxable Event or an Event of Default as described in subsections (d) and (e) below, the outstanding amount of the Bond shall bear interest from and including the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, until payment of the entire principal amount thereof shall have been made as provided herein, payable on each Interest Payment Date, at a rate per annum equal to (i) during the period from (and including) the Original Issue Date to (but not including) the Reset Date, the Initial Interest Rate, and (ii) during the period from (and including) the Reset Date to the maturity date of the Bond, 2.98% per annum. Interest shall be computed on the basis of a 360-day year for the actual number of days elapsed.

(d) Upon the occurrence of a Taxable Event, the interest rate on the Bond shall (subject to adjustment as provided in Section 3.01(e) below), effective on the date as of which interest on the Bond first becomes includable in the gross income of the Owner, be converted to the Taxable Rate. If the City, the Owner, or the Borrower becomes aware of the occurrence of a Taxable Event, such party shall immediately give written notice to the other parties of such occurrence. Any amounts of additional interest due in respect of prior interest periods by reason of the retroactive application of the change in interest rate shall be payable on the first Interest Payment Date occurring more than thirty days after such Taxable Event or, at the option of the Borrower, in a lump sum on any earlier date.

(e) Upon the occurrence and during the continuance of an Event of Default, the interest rate on the Bond shall, effective on the date of such Event of Default, be converted to the Default Rate. Overdue installments of principal and, to the extent permitted by law, overdue interest payments, shall bear interest at the Default Rate.

Section 4. Amendment to Section 3.09.

Sections 3.09(b) and (e) of the Bond Financing Agreement are deleted and reserved.

Section 5. Amendment of Addresses.

The address for the Borrower in Section 12.04 of the Bond Financing Agreement is amended to read as follows:

RCS Empowers, Inc.
1607 Geele Avenue
Sheboygan, Wisconsin 53083
Attention: President
Phone: (920) 694-1200
Facsimile: (920) 458-8361
Email: rvanrooyen@rcsempowers.com

Section 6. Amendment to Exhibits.

Exhibit A, B and C to the Bond Financing Agreement are amended to read as Exhibits A, B and C, respectively, to this Second Amendment.

Section 7. Representations and Covenants.

The Borrower hereby represents and warrants that each of the statements in Section 2.02 is true and correct as if made on the date hereof. The Borrower confirms its agreement to comply with the covenants and agreements set forth in the Credit Agreement, as amended from time to time.

Section 8. Effective Date.

The amendments to the Bond Financing Agreement contained herein shall be effective as of the date of this Second Amendment.

Section 9. Severability; Ratification.

If any provision of this Second Amendment shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein or in the Bond Financing Agreement contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Second Amendment shall not affect the remaining portions of this Second Amendment or the Bond Financing Agreement, or any part thereof. Except as amended by this Second Amendment, all other terms and conditions set forth in the Bond Financing Agreement shall remain in full force and effect.

Section 10. Captions.

The captions or headings in this Second Amendment are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Second Amendment.

Section 11. Counterparts.

This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 12. Governing Law.

The laws of the State of Wisconsin shall govern this Second Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the City, the Borrower, and the Purchaser have caused this Agreement to be executed by their respective officers thereunto duly authorized all as of the date first written above.

CITY OF SHEBOYGAN, WISCONSIN

By:_____
Title: Mayor

Attest:_____
Title: Clerk

RCS EMPOWERS, INC.

By:_____
Name: Ronald L. Van Rooyen
Title: President

BANK FIRST NATIONAL

By:_____
Name: Michael E. Strege
Title: Vice President

EXHIBIT A

FORM OF BOND

United States of America
State of Wisconsin
City of Sheboygan, Wisconsin

DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

No. R-_ Registered
$_____

Interest Rate	Maturity Date	Original Issue Date	Reset Date	CUSIP
Described herein	December 1, 2023	December 23, 2010	December 1, 2016	None

REGISTERED OWNER: BANK FIRST NATIONAL, or its registered assigns

PRINCIPAL AMOUNT: _____ DOLLARS

The CITY OF SHEBOYGAN, WISCONSIN (the "**City**"), a municipal corporation and political subdivision of the State of Wisconsin, for value received, hereby promises to pay (but only from the revenues hereinafter described and not otherwise) to the Registered Owner, on the Maturity Date, subject to the redemption requirements set forth herein, without the need for the presentation or surrender hereof, the Principal Amount of TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND THIRTY-EIGHT CENTS ($2,196,195.38), and pay (but only from said revenues) interest on the Principal Amount at the Interest Rate. Payment of the principal of and interest on this Bond shall be in any coin or currency of the United States of America as, on the respective dates of payment, shall be legal tender for the payment of public and private debts.

GENERAL PROVISIONS

THIS BOND IS A LIMITED OBLIGATION OF THE CITY. THE PRINCIPAL OF AND INTEREST AND REDEMPTION PREMIUM, IF ANY, ON THIS BOND ARE PAYABLE SOLELY OUT OF THE REVENUES TO BE DERIVED FROM THE BOND FINANCING AGREEMENT (HEREINAFTER DEFINED) AND THE COLLATERAL SECURING THE SAME AS SET FORTH IN THE AGREEMENT. THIS BOND AND THE INTEREST HEREON ARE NOT AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE OF WISCONSIN CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND ARE NOT A CHARGE AGAINST THE CITY'S GENERAL CREDIT OR TAXING POWERS OR A PECUNIARY LIABILITY OF THE CITY, THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF.

This Bond is has been issued under and pursuant to the Constitution and laws of the State of Wisconsin, including particularly Section 66.1103 Wisconsin Statutes, as amended (the "**Act**"), and a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012, and a Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (collectively, the "**Bond Financing Agreement**"), each among the City, RCS Empowers, Inc., a Wisconsin nonstock, nonprofit corporation (the "**Borrower**"), and Bank First National (the "**Purchaser**") for the purpose of financing the construction and acquisition by the Borrower of an office and social services delivery facility (the "**Project**") in the City. The City has pledged and assigned certain of its rights under the Agreement, including its right to receive loan payments from the Borrower thereunder, to the Owner of this Bond to secure the City's obligations with respect to this Bond. As security for the payment by Borrower of its obligations under the Agreement, Borrower has granted to Purchaser, as the initial Owner of this Bond and the assignee of the City's rights under the Agreement, among other things, a mortgage on, assignment of rents in respect to, and a security interest in the real property and fixtures comprising the Project pursuant to a Construction Mortgage, Security Agreement, Fixture Filing and Assignment of Rents and Profits, dated as of December 23, 2010, from Borrower to the Purchaser and all other personal property of Borrower pursuant to a General Business Security Agreement dated April 6, 2009.

This Bond shall be issued in the form of a single bond of the denomination equal to the entire principal amount hereof. All advances with respect hereto by the Purchaser and all payments of principal hereof by or on behalf of the City, which shall be made directly to the Registered Owner, shall be noted on the schedule attached hereto.

This Bond is transferable, in accordance with the provisions of the Bond Financing Agreement, by the Registered Owner hereof or its duly authorized attorney at the principal office of the Purchaser, upon surrender of this Bond, accompanied by a duly executed instrument of transfer, in the form attached hereto or such other form as may be satisfactory to the Purchaser, and upon payment by the Registered Owner hereof of any taxes, fees, or other governmental charges incident to such transfer. Upon any such transfer, a new fully-registered Bond in the same aggregate principal amount will be issued to the transferee. The person in whose name this Bond is registered may be deemed the Registered Owner thereof by the City and the Borrower, and no notice to the contrary shall be binding upon the City or the Borrower.

INTEREST PROVISIONS

Definitions. For purposes hereof, the following definitions shall apply.

"**Default Rate**" means the Taxable Rate plus 3.00% per annum.

"**Initial Interest Rate**" means the rate of 4.03% per annum.

"**Interest Payment Date**" means the first Business Day of each calendar month, commencing January, 2011.

"**Reset Date**" means December 1, 2016.

"**Taxable Rate**" means 4.58% per annum.

Interest Rate. The unpaid principal amount of this Bond shall bear interest at a rate equal to (i) during the period from (and including) the Original Issue Date to (but not including) the Reset Date, 4.03% per annum, and (ii) from (and including) the Reset Date to (but not including) the Maturity Date, 2.98% per annum; *provided, however*, that (a) upon the occurrence of a Taxable Event, as defined in the Bond Financing Agreement, the interest rate shall (subject to adjustment as provided in clause (b) below) be adjusted, retroactively to the date on which the interest on the Bond became includable in gross income for federal income tax purposes, to a rate equal to the Taxable Rate, and (b) upon the occurrence of an Event of Default, as defined in the Bond Financing Agreement, the interest rate shall be adjusted to a rate equal to the Default Rate. This Bond shall bear interest on overdue principal and, to the extent permitted by law, on overdue interest, at the Default Rate.

Accrual and Payment of Interest. The annual interest rate for this Bond shall be computed by applying the ratio of the annual interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. Interest shall be payable in arrears on each Interest Payment Date, to the Registered Owner hereof determined as of the Business Day preceding such Interest Payment Date. Interest on this Bond shall accrue from the Original Issue Date, or from the most recent Interest Payment Date to which interest has been fully paid, and shall be paid by bank wire transfer of immediately available funds to the bank account designated by the Registered Owner or in such other manner as Borrower and the Registered Owner shall agree. Any amounts of additional interest due in respect of prior interest periods by reason of the retroactive application of the Taxable Rate shall be payable on the first Interest Payment Date occurring more than thirty days after a Taxable Event or, at the option of the Borrower, in a lump sum on any earlier date.

REDEMPTION PROVISIONS

Redemption at Borrower's Option. This Bond may be redeemed, at the option and written direction of the Borrower, in whole or in part on any date, at a redemption price equal to the principal amount so redeemed plus accrued interest to the date of redemption.

Mandatory Scheduled Redemption. This Bond shall be redeemed in part from time to time by the City, at a redemption price equal to 100% of the principal amount thereof and without premium, in the respective principal amounts and on the Scheduled Redemption Dates as provided in Section 3.09(c) of the Bond Financing Agreement.

Notice of Redemption. The Borrower shall provide the Registered Owner with notice of any redemption at the Borrower's option by first-class mail, postage prepaid, at least 30 days (or such shorter period as the Registered Owner shall approve, in its sole discretion) before such redemption date to the Registered Owner at the registered address of the Registered Owner appearing on the registration books maintained pursuant to Section 3.06 of the Bond Financing Agreement as of the close of business on the Business Day prior to such mailing. Notice of redemption having been so given, the Bond or portion thereof so called for redemption shall be due and payable on the redemption date and, if the redemption price is duly paid, interest thereon shall cease to accrue from and after such redemption date.

MISCELLANEOUS PROVISIONS

Reference is made to the Bond Financing Agreement for a description of the provisions with respect to the nature and extent of the security for this Bond, and the rights, duties, obligations, and immunities of the City, the Borrower, and the Registered Owner of this Bond.

The Bond Financing Agreement permits the amendment thereof and the modifications of the rights and obligations of the City and the rights of the Registered Owner of the Bond upon the terms set forth therein. Any consent or waiver by the Registered Owner of this Bond shall be conclusive and binding upon such Registered Owner and upon all future Registered Owners of this Bond and of any Bond issued upon the transfer of this Bond whether or not notation of such consent or waiver is made hereon. The Bond Financing Agreement also contains provisions permitting the Registered Owner of the Bond to waive certain past defaults under the Bond Financing Agreement and their consequences.

This Bond is issued under and pursuant to, and in full compliance with the Constitution and laws of the State of Wisconsin, including particularly the Act, which shall govern its construction, and by appropriate action duly taken by the Common Council of the City which authorizes the execution and delivery of the Bond Financing Agreement and this Bond.

IT IS HEREBY CERTIFIED, RECITED, AND DECLARED that all acts, conditions, and procedures required to exist, happen, and be performed precedent to and in the execution and delivery of the Bond Financing Agreement and issuance of this Bond do exist, have happened, and have been performed in due time, form, and manner as required by law, that the issuance of this Bond has been duly authorized by the City and does not exceed or violate any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be executed in its name by the manual or facsimile signature of its Mayor, and the manual impression or facsimile of its corporate seal, if any, to be affixed hereto and attested by the manual or facsimile signature of its Clerk.

CITY OF SHEBOYGAN, WISCONSIN

By:_____
Title: Mayor

[SEAL]

And:_____
Title: Clerk

Principal Advancement Schedule

Up to $5,000,000
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

Date of Advance	Amount Advanced	Total Principal Amount Advanced
12/23/2010	$115,232.06	$ 115,232.06
07/05/2011	385,921.82	501,153.88
08/11/2011	409,849.00	911,002.88
09/01/2011	613,515.86	1,524,518.74
09/29/2011	511,674.51	2,036,193.25
10/26/2011	392,999.75	2,429,193.00
12/01/2011	337,197.00	2,766,390.00
01/03/2012	462,495.00	3,228,885.00
02/03/2012	468,473.75	3,697,358.75
02/28/2012	178,690.47	3,876,049.22
03/07/2012	195,862.23	4,071,911.45
05/08/2012	210,623.00	4,282,534.45

Principal Repayment Schedule

$4,282,534.45
($2,196,195.38 outstanding principal amount)
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

Date of Payment	Principal Paid	Outstanding Principal Amount After Payment
_____	$_____	$_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Date of Payment	Principal Paid	Outstanding Principal Amount After Payment
	$	$

Add additional pages, as necessary

EXHIBIT B

FORM OF PROMISSORY NOTE

THIS PROMISSORY NOTE HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THE TRANSFERABILITY HEREOF IS RESTRICTED BY THE BOND FINANCING AGREEMENT IDENTIFIED IN THE ASSIGNMENT ENDORSED HEREON.

PROMISSORY NOTE

$2,196,195.38 December 1, 2016

FOR VALUE RECEIVED, the undersigned RCS EMPOWERS, INC. a Wisconsin nonstock, nonprofit corporation (the "**Borrower**," which term shall be construed to include the successors and permitted assigns of the Borrower), promises to pay to the order of the City of Sheboygan, Wisconsin, a municipal corporation and political subdivision of the State of Wisconsin (the "**City**"), the principal amount of TWO MILLION ONE HUNDRED NINETY-SIX THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS AND THIRTY-EIGHT CENTS ($2,196,195.38) on December 1, 2023. The unpaid principal balance of this Promissory Note shall (except as hereinafter provided upon a Taxable Event or an Event of Default) bear interest at the rate of 2.98% per annum; *provided, however*, that (A) after the occurrence of a Taxable Event, the unpaid principal amount of this Promissory Note shall (subject to clause (B) below) bear interest at the Taxable Rate, and (B) upon the occurrence of an Event of Default, the unpaid principal amount of this Promissory Note shall bear interest at the Default Rate.

This Promissory Note is issued in replacement for the Promissory Note issued by the Borrower under a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the "**Original Bond Financing Agreement**"). The principal of and interest on this Promissory Note are payable in immediately available funds at the office of Bank First National, Sheboygan, Wisconsin (the "**Purchaser**"), or its successor as Owner under the Original Bond Financing Agreement as further amended by a Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (collectively, the "**Bond Financing Agreement**"), each among the City, the Borrower, and the Purchaser.

This Promissory Note constitutes the Promissory Note issued under the Bond Financing Agreement, to which Bond Financing Agreement reference is hereby made for a statement of the terms and conditions on which the loan evidenced hereby was made, for a description of the terms and conditions upon which this Promissory Note may or must be prepaid or its maturity accelerated, and for the definitions of the terms used therein including "**Default Rate**," "**Event of Default**," "**Owner**," "**Taxable Event**," and "**Taxable Rate**."

RCS EMPOWERS, INC.

By: _____
Its: _____

Attest: _____
Its: _____

FOR VALUE RECEIVED, the undersigned City of Sheboygan, Wisconsin hereby assigns, without recourse, all its right, title and interest in and to the above Promissory Note to Bank First National, Sheboygan, Wisconsin, or its successor or successors as Owner under the Bond Financing Agreement referred to in such Promissory Note, to secure its $4,282,534.45 ($2,196,195.38 outstanding principal amount) Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) issued pursuant to such Bond Financing Agreement.

Dated December 1, 2016

CITY OF SHEBOYGAN, WISCONSIN

By:_____
Mayor

[SEAL]

Attest:_____
Clerk

EXHIBIT C

SCHEDULED MANDATORY REDEMPTIONS

The Bond is subject to scheduled mandatory redemptions on the first Business Day of each month, commencing January, 2017 ("**Scheduled Redemption Dates**") in principal amounts determined based upon equal monthly payments of principal and accrued interest from such date through the maturity date set forth in Section 3.01(b) hereof and (i) the Initial Interest Rate through (but not including) the Reset Date, and (ii) the interest rate set forth in Section 3.01(c) hereof in effect on the Reset Date through the maturity date, and shown on the attached schedule.

SUPPLEMENTAL TAX COMPLIANCE AGREEMENT

This Supplemental Tax Compliance Agreement, dated as of December 1, 2016 (this "**Agreement**"), is entered into by and between the City of Sheboygan, Wisconsin (the "**Issuer**") and RCS Empowers, Inc., a Wisconsin nonprofit corporation (the "**Borrower**"), in connection with certain amendments to the terms of the Issuer's $4,282,534.45 Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) (the "**Bond**"). This Agreement supplements the provisions of the Tax Compliance Agreement (the "**Original Tax Agreement**") dated December 23, 2010 (the "**Original Issue Date**") between the parties hereto, entered into in connection with the initial issuance of the Bond. This Agreement concerns the requirements that must be met for interest on the Bond to continue to qualify for exclusion from gross income for federal income tax purposes.

The representations and agreements contained in this Agreement are made on behalf of the Issuer and the Borrower for the benefit of the owners from time to time of the Bond. The Issuer and the Borrower understand that this Agreement is being relied on by Foley & Lardner LLP in rendering its opinion on the date hereof that the amendments to the Bond (the "**Amendments**") set forth in the Second Amendment to Bond Financing Agreement, dated as of the date hereof (the "**Second Amendment**"), do not adversely affect the exclusion of interest on the Bond from gross income for federal income tax purposes.

Many of the terms used in this Agreement have special meanings. Section 1.01 of the Original Tax Agreement sets forth definitions of many of these terms and provides cross-references to provisions of the Internal Revenue Code of 1986, as amended (the "**Code**"), and the Treasury Regulations promulgated thereunder pertaining to tax-exempt bonds. *Capitalized terms used but not otherwise defined herein shall have the meaning set forth in the Original Tax Agreement.*

Section 1. General Nature of Representations Made.

1.1 The Issuer's Representations.

The representations of the Issuer in this Agreement are based on representations made by the Borrower in this Agreement, in the Original Tax Agreement, and in the Financing Agreement, as amended, relating to the Bond. To the extent the Issuer is relying on the representations of the Borrower, it is reasonable and prudent to do so. The Issuer is not aware of any facts or circumstances that would cause it to question those representations of others. Any representation made by the Issuer about its reasonable expectations includes a representation that it has not entered into any contract or other arrangement that is inconsistent with that representation. The undersigned representatives of the Issuer are charged with the responsibility of issuing the Bond and are duly authorized to execute and deliver this Agreement.

1.2 The Borrower's Representations.

The Borrower represents that it has examined and is familiar with the representations made in this Agreement and certifies that all of the representations in this Agreement are true, complete, and correct and do not omit to state a material fact necessary to

make the representations contained in this Agreement, in light of the circumstances under which they were made, not misleading. Any representation made by the Borrower about its reasonable expectations includes a representation that it has not entered into any contract or other arrangement that is inconsistent with that representation. The Borrower further represents that it has reviewed this Agreement with its counsel. The undersigned representative of the Borrower certifies that he is duly authorized to execute and deliver this Agreement.

Section 2. Status of the Issuer.

The Issuer is a municipal corporation and political subdivision of the State of Wisconsin which is authorized to issue obligations such as the Bond pursuant to the Act.

Section 3. Description of the Bond.

3.1 Approval of the Bond.

The issuance of the Bond was approved as set forth in the Original Tax Agreement. The Amendments do not extend the average maturity of the Bond.

3.2 Form of the Bond.

The Bond is issued only as a fully-registered bond, without coupons, and is transferable only upon the registration books maintained by Bank First National (the "**Purchaser**") pursuant to Section 3.06 of the Financing Agreement.

3.3 Establishment of Fixed Interest Rate on the Bond.

The Issuer, the Borrower, and the Purchaser, as owner of the Bond, have entered into the Second Amendment to effect the Amendments on the date hereof, which results in the deemed exchange (or "**reissuance**") of the Bond for federal income tax purposes. In this Agreement, the Bond on and after the date hereof is referred to as the "**Reissued Bond**" (or, in cases where the context does not require otherwise, the "**Bond**"), and the Bond before the date hereof is referred to as the "**Original Bond**". The Amendments provide, among other things, for an earlier maturity date and reset date on the Bond, and the establishment of a reduced fixed interest rate for the remaining term of the Bond.

3.4 Treatment of the Reissued Bond as a current refunding.

For federal income tax purposes, the Issuer and the Borrower intend that the Reissued Bond is treated as a current refunding of the Original Bond.

3.5 Approval of the Reissued Bond.

The Issuer duly approved the Amendments, including the establishment of the fixed interest rate on the Reissued Bond, by a resolution duly adopted on November 21, 2016.

3.6 Security and Source of Payment for the Bond.

The security and expected source of payment for the Bond as described in the Financing Agreement is not affected by the Amendments.

3.7 Reasonable Expectation that No Other Obligations Need to be Treated as Part of the Same "Issue" as the Bond.

The Amendments to the terms of the Bond are effective on the date hereof. The Issuer and the Borrower reasonably expect that no other obligations of the Issuer (a) have been sold within 14 days of the date of sale of the Reissued Bond, (b) have been sold pursuant to the same plan of financing together with the Reissued Bond, and (c) are expected be paid from substantially the same source of funds (determined without regard to guarantees from parties unrelated to the Issuer or the Borrower). Accordingly, the Issuer and the Borrower intend that the Bond will be treated as a single "issue" and that no other obligations will be treated as part of this "issue."

3.8 Interest Rate Hedges.

Neither the Issuer nor the Borrower has entered into any contract primarily to modify the risk of interest rate changes with respect to the Bond or reasonably expects that it will enter into such a contract.

3.9 Form 8038.

The information in the Internal Revenue Service Form 8038 for the Reissued Bond attached to this Agreement as Exhibit A is true and correct.

Section 4. Payment on the Bond.

The Issuer and the Borrower expect that all payments of principal and interest on the Bond will be made no later than the date actually and unconditionally due. The Issuer and the Borrower expect that there will be scheduled mandatory partial redemptions of the Bond in accordance with the Financing Agreement but not otherwise.

Section 5. Uses of Bond Proceeds and Financed Property.

(a) The statements in Article II of the Original Tax Agreement, including without limitation, the Issuer and the Borrower's expectations and intentions that the Bond will meet all of the requirements applicable to "qualified 501(c)(3) bonds" under Section 145 of the Code, the Borrower's statements as to the use and investment of the gross proceeds of the Original Bond, and the use of and expected economic life of the Financed Property, remain true and correct as of the date hereof, except that the yield on the Reissued Bond can be computed as of the date hereof.

(b) At least ninety-five percent of the Original Bond proceeds were expended by March 7, 2012 for Project costs incurred after August 16, 2010, the date on which the Issuer adopted the initial resolution with respect to the Project, and such amounts were

chargeable to the capital account of the Project or would have been so chargeable either with a proper election by the Borrower or but for a proper election by a Borrower to deduct such amounts.

(c) The total proceeds of the Original Bond advanced to the Borrower under the Bond Financing Agreement was $4,282,534.45. Such proceeds were spent on Project costs as set forth below.

Uses of Funds

Preconstruction Services	$ 57,000.00
General construction costs	3,210,170.39
Mechanical and Electrical Costs	957,132.00
Issuance Costs	58,232.06
	$4,282,534.45

(d) All expenditures of Original Bond proceeds were made no later than the date eighteen months after the later of (a) the date the original expenditure reimbursed with the proceeds of the Bonds was paid or (b) the date the entire Project was first placed into service, but in any event the date three years after the date the original expenditure reimbursed with the proceeds of the Original Bond occurred.

(e) No more than 25% of the net proceeds of the Original Bond were used, directly or indirectly, for the cost of acquiring land (or an interest therein).

(f) The Project was placed in service on September 28, 2012.

Section 6. Bond Yield.

The Bond Yield on the Reissued Bond is 3.0412%

Section 7. Average Maturity Compliance.

The remaining reasonably expected economic life of the building financed with the proceeds of the Bonds comprising the Project is not less than 34 years and the weighted average maturity on the Reissued Bond is now not more than 3.6643 years. Thus, the "average maturity" (within the meaning of Section 147(b) of the Code and the regulations and rulings thereunder) of the Bonds does not exceed 120% of the "average reasonably expected economic life" (within the meaning of Section 147(b) of the Code and the regulations and rulings thereunder) of the facilities financed by the Original Bond proceeds.

Section 8. Exempt Organization Status.

The Borrower is an organization described in Section 501(c)(3) of the Code, is exempt from federal income tax under Section 501(a) of the Code, and is not a private foundation under Section 509(a) of the Code. There are no proceedings underway or contemplated by the Borrower to change such tax status. Ownership and operation of the Project (as defined in the Bond Financing Agreement) will not constitute an "unrelated trade or

business" of the Borrower within the meaning of Section 513 of the Code. The determination letter from the IRS confirming that the Borrower is an organization described in Section 501(c)(3) of the Code, delivered in connection with the original issuance of the Bond, remains in full force and effect on the date hereof and has not been revoked by the IRS.

Section 9. Qualified tax-exempt obligation.

The Original Bond was designated by the Borrower in the Original Tax Agreement as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The principal amount of tax-exempt obligations which was issued on behalf of the Borrower and any of the Borrower's subordinate entities during the calendar year 2010 did not exceed $30,000,000. Not more than $30,000,000 in principal amount of obligations was designated as "qualified tax-exempt obligations" by the Borrower during calendar year 2010. The weighted average maturity of the Bond has not been extended by the Amendments and the maturity date of the Reissued Bond is not more than 30 years from the date of issuance of the Original Bond, therefore, the Reissued Bond is deemed designated as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 10. Payment of Rebate.

The parties acknowledge that the Original Bond is treated as retired on the date hereof for Federal tax purposes, including Section 3.07 of the Original Tax Agreement, and the parties agree that such Section shall continue to apply separately the Original Bond and the Reissued Bond. The Borrower shall make, or cause to be made, any rebate payments to the United States Treasury with respect to the Original Bond and the Reissued Bond on such dates and such amounts as will meet the requirements of Section 148(f) of the Code. In general, these requirements include the requirement that rebate payments be made within 60 days after the end of each fifth Bond year and within 60 days after the date the last Original Bond and Reissued Bond is retired (or deemed to have been retired for federal income tax purposes).

Section 11. Limitations on Issuer Covenants.

Notwithstanding any provision contained in this Agreement or in the Original Tax Agreement, the Issuer undertakes no obligation to monitor compliance by the Borrower with its covenants under this Agreement or the Original Tax Agreement. In the event that the Issuer becomes aware of a breach by the Borrower of its covenants under either agreement, the Issuer shall provide notice to the Purchaser within a reasonable period. The Issuer undertakes no obligations to enforce the provisions of this Agreement or the Original Tax Agreement against the Borrower. In the event that the Bond is examined by the Internal Revenue Service, the Issuer shall reasonably cooperate with the Borrower and the Purchaser to execute a closing agreement with the Internal Revenue Service, if required to preserve the tax-exempt status of interest on the Bond; *provided, however*, that the Issuer undertakes no obligation to defend the Bond in such an examination and the Issuer undertakes no obligation to make a payment of any kind from its own funds in such a closing agreement.

Section 12. Allocations, Designations, and Elections in Original Tax Agreement.

The Issuer, at the direction of the Borrower, hereby adopts the allocations, designations, and elections for the Reissued Bond as are contained in the Original Tax Agreement with respect to the Original Bond. Except as otherwise noted, these elections are irrevocable.

Section 13. Modifications of Covenants in this Agreement.

Notwithstanding any other provision contained in this Agreement, the covenants contained in this Agreement may be and shall be deemed modified to the extent that an opinion of Bond Counsel is delivered to the Issuer, the Borrower, and the Purchaser to the effect that any covenant required hereunder is not required to maintain the exclusion of interest on the Bond from gross income for federal income tax purposes.

Section 14. Termination.

This Agreement shall terminate upon the termination of the Original Tax Agreement.

Section 15. Severability.

If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of that clause, provision, or section shall not affect any of the remaining clauses, provisions or sections of this Agreement.

Section 16. Counterparts.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 17. Notices.

All notices, demands, communications, and requests which may or are required to be given under this Agreement or by any party to this Agreement shall be deemed given when given in accordance with the notice requirements of the Financing Agreement.

Section 18. Successors and Assigns.

The terms, provisions, covenants, and conditions of this Agreement shall bind and inure to the benefit of the respective successors of the Issuer and the Borrower.

Section 19. References to Code Sections.

Each reference to a section of the Code in this Agreement includes a reference to the final and temporary Treasury Regulations promulgated under that Code Section.

Section 20. Headings.

The headings of this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement.

Section 21. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

Section 22. Original Tax Agreement.

This Agreement supplements, but does not supersede or terminate, nor does the deemed reissuance of the Bond due to the Amendments terminate, the Original Tax Agreement. The provisions of the Original Tax Agreement (including the agreements contained in Article III thereof and the ongoing obligations described in Article V thereof) remain in full force and effect, as supplemented by this Agreement.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the Issuer and the Borrower have caused this Supplemental Tax Agreement to be executed in their respective names, all as of the date first written above.

The Issuer:

CITY OF SHEBOYGAN, WISCONSIN

By: _____
Its Mayor

[SEAL]

Attest: _____
Its Clerk

The Borrower:

RCS EMPOWERS, INC.,
a Wisconsin nonprofit corporation

By _____
Its _____

[Signature Page to Supplemental Tax Compliance Agreement]

EXHIBIT A

FORM 8038 FOR THE REISSUED BOND

[Attached]

BORROWER CLOSING CERTIFICATE

$4,282,534.45
($2,196,195.38 outstanding principal amount)
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

The undersigned officers of RCS Empowers, Inc., a Wisconsin nonprofit corporation (the "**Borrower**"), hereby certify, represent, and warrant with respect to certain amendments to the above-referenced bond (the "**Bond**") issued under a Bond Financing Agreement, dated as of December 23, 2010, as amended by the First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the "**Bond Financing Agreement**"), each by and among the Borrower, Bank First National (the "**Purchaser**"), and the City of Sheboygan, Wisconsin (the "**Issuer**"), that:

PART I

CERTAIN CORPORATE MATTERS

1.1 Corporate Charter, Bylaws; Existence. The Articles of Incorporation and the Bylaws of the Borrower have not been amended since December 23, 2010, the date of issuance of the Bond, and continue in full force and effect in the forms delivered to the Purchaser on such date. The Borrower exists as a nonprofit corporation on the date hereof under the laws of the State of Wisconsin.

1.2 Board Authorization. Attached hereto as Exhibit A are resolutions of the Board of Directors of the Borrower adopted with respect to the amendment of certain terms of the Bond. Said resolutions were lawfully adopted by the Directors of the Borrower, and said resolutions have not been amended or repealed and are in full force and effect on the date of this Certificate.

1.3 Documents. Pursuant to and in accordance with the resolutions identified in paragraph 1.2 above, the following documents and all other agreements and instruments required to be executed and delivered in connection with the amendments to the Bond (the "**Amendment Documents**") have been authorized, executed, and delivered by the Borrower:

> Second Amendment to Bond Financing Agreement, dated as of the date hereof (the "**Second Amendment**"), by and among the Borrower, the Purchaser, and the Issuer.
>
> Supplemental Tax Compliance Agreement, dated as of the date hereof (the "**Supplemental Agreement**"), by and between the Borrower and the Issuer.

The Amendment Documents have not been amended or rescinded by the Borrower after the execution and delivery thereof, and are in full force and effect on the date of this Certificate. All necessary corporate action on the part of the Borrower has been taken to approve, execute, and deliver the Amendment Documents.

1.4 Corporate Authority. The Borrower has been duly incorporated and is validly existing as a nonprofit corporation under the laws of the State of Wisconsin. The Borrower has all requisite corporate power and authority to own, operate, and lease its properties and to carry on its business as it is now being conducted. All necessary corporate action on the part of the Borrower has been taken to make the Amendment Documents valid and legally binding obligations of the Borrower in accordance with their terms.

1.5 Due Execution. The persons whose signatures appear on this Certificate and the persons who signed the Amendment Documents on behalf of the Borrower were on the date or dates of execution of the Amendment Documents and are on the date of this Certificate the duly elected and qualified incumbents of the offices of the Borrower as set forth below their signatures and are authorized to effect amendments under the Amendment Documents in the name of the Borrower and on its behalf.

1.6 Litigation. No litigation or proceeding is pending or, to the best knowledge of the undersigned, threatened in any court, tribunal, or administrative body, nor is there any basis for any litigation which would (a) contest the due organization, corporate existence, or corporate powers of the Borrower, (b) contest or affect the validity, execution, or performance of the Bond Financing Agreement, the Amendment Documents, or the Bond, (c) limit, enjoin, or prevent the Borrower from making payments under the Second Amendment, (d) restrain or enjoin the execution, delivery, or performance of the Second Amendment or the collection of revenues pledged under the Bond Financing Agreement, (e) contest or affect the validity of the Bond, the Bond Financing Agreement, or the Amendment Documents, or (f) adversely affect the federal tax-exempt status of the interest on the Bond.

PART II

FINANCING MATTERS

2.1 Continued Accuracy of Certain Representations and Warranties. The representations and warranties made by the Borrower in the Bond Financing Agreement and the other Financing Documents (as defined in the Bond Financing Agreement) were true, accurate, and complete when made and continue to be true, accurate, and complete on, and as of, the date of this Certificate.

2.2 No Misrepresentation. The information furnished to the Purchaser with respect to the Borrower in connection with the Amendment Documents is correct and complete in all material respects as of the date hereof and, as of the date hereof, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading.

2.3 No Defaults. No default or event of default has occurred and is continuing, and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute a default or an event of default under the Bond Financing Agreement or the other Financing Documents, or any other material agreement or instrument to which the Borrower is a party or by which the Borrower is or may be bound or to which any of its property or other assets is or may be subject, including all such agreements or instruments to which the Issuer is a party.

2.4 Confirmation of Representations. The Borrower hereby confirms that all the representations made in its Borrower's Closing Certificate, dated December 23, 2010, executed and delivered in connection with the original issuance of the Bond remain true and correct on the date hereof and are hereby incorporated into this Certificate.

[Signature Page Follows]

The undersigned officers are authorized to execute this Certificate and to make the representations set forth herein on behalf of the Borrower. The Borrower acknowledges and agrees that this Certificate and the representations made herein will be relied upon by Foley & Lardner LLP in rendering its bond counsel opinion in respect to the Bond.

Dated: December 1, 2016

RCS EMPOWERS, INC.

By: _____
Its President

And: _____
Its Secretary

[Signature Page to Borrower Closing Certificate]

EXHIBIT A

Borrower Resolutions

[Attached]

CONSENT OF GUARANTOR

WHEREAS, the CITY OF SHEBOYGAN, WISCONSIN, a body corporate and politic organized under the laws of the State of Wisconsin (the "**City**"), RCS EMPOWERS, INC., a Wisconsin nonprofit corporation (the "**Borrower**"), and BANK FIRST NATIONAL, a national banking association (the "**Bondholder**"), have previously entered into a Bond Financing Agreement, dated as of December 23, 2010, as amended by a First Amendment to Bond Financing Agreement, dated as of June 26, 2012 (collectively, the "**Existing Bond Financing Agreement**"), pursuant to which the City has issued $4,282,524.45 in principal amount of its Development Revenue Bond, Series 2010 (RCS Empowers Inc. Project) (the "**Bond**") for the purpose of financing the costs of constructing a two-story office addition and social services facility to the Borrower's then existing facility in the City (the "**Project**"); and

WHEREAS, the Rehabilitation Center of Sheboygan Endowment Trust, a Wisconsin trust created solely to support the Borrower (the "**Guarantor**"), provided its guaranty to the Bondowner of the payment of the Bond by delivering a Guaranty Agreement, dated as of December 23, 2010 (the "**Guaranty**"), in favor of the Bondowner; and

WHEREAS, the Bondholder and the Borrower have now requested that the Guarantor consent to the amendment of the Existing Financing Agreement as set forth in the Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (the "**Second Amendment**"), to shorten the maturity date of the Bond and to establish a fixed interest rate thereon, which shall be in effect until the maturity date; and

WHEREAS, the Guarantor has reviewed the terms of the Second Amendment and determined that the execution and delivery thereof are in the best interests of the Guarantor;

NOW THEREFORE:

Section 1. The Guarantor hereby consents to the amendment of the Existing Bond Financing Agreement as set forth in the Second Amendment.

Section 2. The Guarantor ratifies and confirms its Guaranty with respect to the Bond and the Guaranty remains in full force and effect. The Guarantor further acknowledges that reference to the "Financing Agreement" as described in the Guaranty with respect to the Bond shall be deemed to include the Second Amendment.

Dated: December 1, 2016

REHABILITATION CENTER OF SHEBOYGAN
ENDOWMENT TRUST

By: _____
_____, as trustee

ATTORNEYS AT LAW
777 EAST WISCONSIN AVENUE
MILWAUKEE, WI 53202-5306
414.271.2400 TEL
414.297.4900 FAX
WWW.FOLEY.COM

December 1, 2016

City of Sheboygan, Wisconsin
828 Center Avenue
Sheboygan, Wisconsin 53081

Re: $4,282,534.45
($2,196,195.38 outstanding principal amount)
City of Sheboygan, Wisconsin
Development Revenue Bond, Series 2010
(RCS Empowers, Inc. Project)

We have acted as bond counsel in connection with the issuance by the City of Sheboygan, Wisconsin (the "**Issuer**") of its $4,282,534.45 Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) (the "**Bond**"), which Bond is currently outstanding in the principal amount of $2,196,195.38. We have now been requested to render an opinion as to the effect of certain amendments to the provisions of the Bond.

The Bond has been issued pursuant to a Bond Financing Agreement, dated as of December 23, 2010 (as amended by a first Amendment to Bond Financing Agreement, dated as of June 26, 2012, the "**Financing Agreement**"), among the Issuer, Bank First National, a national banking association (the "**Purchaser**"), and RCS Empowers, Inc., a Wisconsin nonprofit corporation (the "**Borrower**"), and the Issuer loaned the Bond proceeds to the Borrower pursuant thereto. The Borrower has agreed in the Financing Agreement to make payments sufficient to pay when due the principal of and interest on the Bond, and such payments and other revenues under the Financing Agreement and the rights of the Issuer thereunder (except for the right to enforce certain limited provisions of the Financing Agreement) have been pledged and assigned by the Issuer to the Purchaser as security for the Bond. In addition, pursuant to a Guaranty Agreement, dated as of December 23, 2010, executed by the trustee of the Rehabilitation Center of Sheboygan Endowment Trust (the "**Guarantor**") in favor of the Purchaser, the Guarantor has guaranteed payment of the Bond and the obligations of the Borrower under the Financing Agreement. The Bond was issued to provide financing for the construction and equipping of an addition to an existing facility on certain real property owned by the Borrower located in the City of Sheboygan, Wisconsin (the "**Project**").

Pursuant to a Second Amendment to Bond Financing Agreement, dated as of December 1, 2016 (the "**Second Amendment**"), among the Issuer, the Borrower, and the Purchaser, the final maturity date, reset date, interest rate provisions, and certain other related terms set forth in the Financing Agreement and applicable to the Bond were amended.

In connection with such amendments, certain Issuer officials and representatives of the Borrower have made representations and certifications on behalf of the Issuer and the Borrower,

respectively. As to questions of fact material to our opinion, we have relied upon such representations and certifications without undertaking to verify the same by independent investigation.

Based on the foregoing, we are of the opinion that, under existing law,

(i) the amendments to the Bond pursuant to the Second Amendment will not cause interest on the Bond to be included in gross income of the owner thereof for federal income tax purposes, and

(ii) the Bond, as amended, has been designated (or deemed designated), as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

We express no opinion as to any other tax consequences of such amendments.

Very truly yours,

Form **8038**
(Rev. April 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Private Activity Bond Issues

(Under Internal Revenue Code section 149(e))
▶ See separate instructions.

OMB No. 1545-0720

Part I Reporting Authority — Check if Amended Return ▶ ☐

1 Issuer's name City of Sheboygan, Wisconsin	2 Issuer's employer identification number 39-6005599
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite 828 Center Avenue	5 Report number (For IRS Use Only) 1 ☐ ☐
6 City, town, or post office, state, and ZIP code Sheboygan, Wisconsin 53081	7 Date of issue (MM/DD/YYYY) 12/01/2016
8 Name of issue Development Revenue Bond, Series 2010 RCS Empowers, Inc. Project)	9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Susan Richards, City Clerk	10b Telephone number of officer or other employee shown on 10a 920-459-3361

Part II Type of Issue (Enter the issue price.)

			Issue Price
11	Exempt facility bond:		
a	Airport (sections 142(a)(l) and 142(c))	11a	
b	Docks and wharves (sections 142(a)(2) and 142(c))	11b	
c	Water furnishing facilities (sections 142(9)(4) and 142(e))	11c	
d	Sewage facilities (section 142(a)(5))	11d	
e	Solid waste disposal facilities (section 142(a)(6))	11e	
f	Qualified residential rental projects (sections 142(a)(7) and 142(d)) (see instructions)	11f	
	Meeting 20-50 test (section 142(d)(1)(A)) ☐		
	Meeting 40-60 test (section 142(d)(1)(B)) ☐		
	Meeting 25-60 test (NYC only) (section 142(d)(6)) ☐		
	Has an election been made for deep rent skewing (section 142(d)(4)(B))? ☐ Yes ☐ No		
g	Facilities for the local furnishing of electric energy or gas (sections 142(a)(8) and 142(f))	11g	
h	Facilities allowed under a transitional rule of the Tax Reform Act of 1986 (see instructions)	11h	
	Facility type		
	1986 Act section		
i	Qualified enterprise zone facility bonds (section 1394) (see instructions)	11i	
j	Qualified empowerment zone facility bonds (section 1394(f)) (see instructions)	11j	
k	District of Columbia Enterprise Zone facility bonds (section 1400A)	11k	
l	Qualified public educational facility bonds (sections 142(a)(13) and 142(k))	11l	
m	Qualified green building and sustainable design projects (sections 142(a)(14) and 142(l))	11m	
n	Qualified highway or surface freight transfer facilities (sections 142(a)(15) and 142(m))	11n	
o	Other (see instructions)		
p	Qualified New York Liberty Zone bonds (section 1400L(d))	11p	
q	Other (see instructions)	11q	
12a	Qualified mortgage bond (section 143(a))	12a	
b	Other (see instructions)	12b	
13	Qualified veterans' mortgage bond (section 143(b)) (see instructions) ▶	13	
	Check the box if you elect to rebate arbitrage profits to the United States ☐		
14	Qualified small issue bond (section 144(a)) (see instructions) ▶	14	
	Check the box for $10 million small issue exemption ☐		
15	Qualified student loan bond (section 144(b))	15	
16	Qualified redevelopment bond (section 144(c))	16	
17	Qualified hospital bond (section 145(c)) (attach schedule — see instructions)	17	
18	Qualified 501(c)(3) nonhospital bond (section 145(b)) (attach schedule–see instructions)	18	2,196,195
	Check box if 95% or more of net proceeds will be used only for capital expenditures ▶ ☐		
19	Nongovernmental output property bond (treated as private activity bond) (section 141(d))	19	
20a	Other (see instructions)		
b	New York Liberty Zone advance refunding bond (section 1400L(e)) (see instructions)	20b	
c	Other. Describe (see instructions) ▶	20c	

Part III Description of Bonds (Complete for the entire issue for which this form is being filed.)

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/01/2023	$ 2,196,195	$ 2,196,195	3.6643 years	3.0412%

Part IV Uses of Proceeds of Issue (including underwriters' discount)

				Amount
22	Proceeds used for accrued interest		22	0
23	Issue price of entire issue (enter amount from line 21, column (b))		23	2,196,195
24	Proceeds used for bond issuance costs (including underwriters' discount)	24 0		
25	Proceeds used for credit enhancement	25 0		
26	Proceeds allocated to reasonably required reserve or replacement fund	26 0		
27	Proceeds used to currently refund prior issue (complete Part VI)	27 2,196,195		
28	Proceeds used to advance refund prior issue (complete Part VI)	28 0		
29	Add lines 24 through 28		29	2,196,195
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)		30	0

Part V Description of Property Financed by Nonrefunding Proceeds

Caution: *The total of lines 31a through e below must equal line 30 above. Do not complete for qualified student loan bonds, qualified mortgage bonds, or qualified veterans' mortgage bonds.*

	31 Type of Property Financed by Nonrefunding Proceeds:		Amount
a	Land	31a	0
b	Buildings and structures	31b	0
c	Equipment with recovery period of more than 5 years	31c	0
d	Equipment with recovery period of 5 years or less	31d	0
e	Other. Describe (see instructions)	31e	0

32 North American Industry Classification System (NAICS) of the projects financed by nonrefunding proceeds.

	NAICS Code	Amount of nonrefunding proceeds		NAICS Code	Amount of nonrefunding proceeds
a		$	c		$
b		$	d		$

Part VI Description of Refunded Bonds (Complete this part only for refunding bonds.)

33	Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	3.6643 years
34	Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	0 years
35	Enter the last date on which the refunded bonds will be called ▶	12/01/2016*
36	Enter the date(s) the refunded bonds were issued ▶	12/23/2010

Part VII Miscellaneous

37 Name of governmental unit(s) approving issue (see the instructions) ▶
City of Sheboygan, WI (11/15/2010, 11/17/2016); Public Hearing (11/01/2010)

38 Check the box if you have designated any issue under section 265(b)(3)(B)(i)(III) ▶ ☒

39 Check the box if you have elected to pay a penalty in lieu of arbitrage rebate ▶ ☐

40a Check the box if you have identified a hedge and enter the following information ▶ ☐

b Name of hedge provider

c Type of hedge ▶

d Term of hedge ▶

41 Check the box if the hedge is superintegrated ▶ ☐

42a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). 0

b Enter the final maturity date of the GIC ▶

c Enter the name of the GIC provider ▶

43 Check the box if the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated in accordance with the requirements under the Code and Regulations (see instructions) ▶ ☐

44 Check the box if the issuer has established written procedures to monitor the requirements of section 148 ▶ ☐

45a Enter the amount of reimbursement if some portion of the proceeds was used to reimburse expenditures 0

b Enter the date the official intent was adopted ▶

46 Check the box if the issue is comprised of qualified redevelopment, qualified small issue, or exempt facilities bonds and provide name and EIN of the primary private user ▶ ☐

Name ▶ EIN

* This form is being filed in connection with amendments to the 2010 Bond resulting in a deemed reissuance of the Bond as of the date of issue in box 7 above.

Part VIII Volume Caps			Amount
47	Amount of state volume cap allocated to the issuer. **Attach copy of state certification**	47	0
48	Amount of issue subject to the unified state volume cap	48	0
49	Amount of issue not subject to the unified state volume cap or other volume limitations:	49	
a	Of bonds for governmentally owned solid waste facilities, airports, docks, wharves, environmental enhancements of hydroelectric generating facilities, or high-speed intercity rail facilities	49a	
b	Under a carryforward election. Attach a copy of Form 8328 to this return	49b	
c	Under transitional rules of the Tax Reform Act of 1986. Enter Act section ▶	49c	
d	Under the exception for current refunding (section 146(i) and section 1313(a) of the Tax Reform Act of 1986)	49d	
50a	Amount of issue of qualified veterans' mortgage bonds	50a	
b	Enter the state limit on qualified veterans' mortgage bonds	50b	
51a	Amount of section 1394(f) volume cap allocated to issuer. **Attach copy of local government certification**	51a	
b	Name of empowerment zone		
52	Amount of section 142(k)(5) volume cap allocated to issuer. **Attach copy of state certification**	52	

Signature and Consent

Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

Signature of issuer's authorized representative	Date	Type or print name and title
	12/01/2016	Mike Vandersteen, Mayor

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	Preparer's PTIN
David B. Ryan		12/01/2016		P01080657

Firm's name ▶	Foley & Lardner LLP	Firm's EIN	39-0473800
Firm's address ▶	777 E. Wisconsin Ave, 37th Fl, Milwaukee, WI 5320	Phone no.	414-297-5761

IRS FORM 8038

$2,196,195.38
CITY OF SHEBOYGAN, WISCONSIN
DEVELOPMENT REVENUE BOND, SERIES 2010
(RCS EMPOWERS, INC. PROJECT)

SCHEDULE FOR LINE 18 – QUALIFIED NON-HOSPITAL BONDS

Name of Each Section 501(c)(3) Organization Benefitting from the Bonds	IRS Employer Identification Number	Amount of Bonds Benefiting the Organization	Amount of Other Non-Hospital Bonds Benefiting the Organization
RCS Empowers, Inc.	39-1030350	$2,196,195.38	-0-

CERTIFICATIONS BY CLERK

I, Susan Richards, hereby certify that I am the duly qualified and acting Clerk of the City of Sheboygan, Wisconsin (the "**Municipality**"), and as such I have in my possession, or have access to, the complete corporate records of said Municipality and of its Common Council (the "**Governing Body**") and that attached hereto is a true, correct and complete copy of the resolution (the "**Resolution**") entitled:

Resolution Authorizing Amendments to the Terms of the Development Revenue Bond, Series 2010 (RCS Empowers, Inc. Project) and the Execution of related Documents

I do hereby further certify as follows:

Meeting Date. On November 21, 2016, a meeting of the Governing Body was held commencing at _____ p.m.

Posting. On November ____, 2016 (and not less than 24 hours prior to the meeting), I posted or caused to be posted at the Municipality's offices in Sheboygan, Wisconsin a notice setting forth the date, time, location, and subject matter (including specific reference to the Resolution) of said meeting.

Notification of Media. On November ____, 2016 (and not less than 24 hours prior to the meeting), I communicated or caused to be communicated, the date, time, location and subject matter (including specific reference to the Resolution) of said meeting to those news media who have filed a written request for such notice and to the official newspaper of the Municipality.

Open Meeting Law Compliance. Said meeting was a regular meeting of the Governing Body that was held in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and state statutes.

Members Present. Said meeting was duly called to order by the Mayor (the "**Presiding Officer**"), who chaired the meeting. Upon roll I noted and recorded that there were _____ members of the Governing Body present at the meeting, such number being a quorum of the Governing Body.

Consideration of and Roll Call Vote on Resolution. Various matters and business were taken up during the course of the meeting without intervention of any closed session. One of the matters taken up was the Resolution. A proper quorum of the Governing Body was present for the consideration of the Resolution, and each member of the Governing Body had received a copy of the Resolution. All rules of the Governing Body that interfered with the consideration of the Resolution, if any, were suspended by a two-thirds vote of the Governing Body. The Resolution was then introduced, moved and seconded, and after due consideration, upon roll call, _____ of the Governing Body members voted Aye, _____ voted Nay and _____ Abstained.

Adoption of Resolution. The Resolution was supported by the affirmative vote of a majority of a quorum of the members of the Governing Body in attendance. The Presiding Officer then declared that the Resolution was adopted, and I so recorded it.

Approval of Presiding Officer. The Resolution was approved by the Presiding Officer on November ____, 2016, and I have so recorded. Such approval is evidenced by the signature of the Presiding Officer on the copy of said Resolution attached hereto.

In witness whereof, I have signed my name and affixed the seal of the Municipality hereto on November ____, 2016.

_____
Clerk

[Seal]

TX

R. C. No. ___ - 16 - 17. By LAW AND LICENSING. November 21, 2016.

Your Committee to whom was referred R. C. No. 235-16-17 by Law and Licensing and Gen. Ord. No. 24-16-17 by Alderperson Belanger repealing and recreating Article IV of Chapter 30 of the Municipal Code relating to Sales of Drug Paraphernalia, and repealing and recreating Section 70-8 of the Municipal Code, entitled "Adoption of State Law Regarding Controlled Substances"; recommends that the Ordinance be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IX

6.1

R. C. No. 235 - 16 - 17. By LAW AND LICENSING. November 7, 2016.

Your Committee to whom was referred Gen. Ord. No. 24-16-17 by Alderperson Belanger repealing and recreating Article IV of Chapter 30 of the Municipal Code relating to Sales of Drug Paraphernalia, and repealing and recreating Section 70-8 of the Municipal Code, entitled "Adoption of State Law Regarding Controlled Substances"; recommends that the Ordinance be passed.

reg Holzschuh/Draughon
Acc Ord
Ord pass.
BAWTT: motion by Holzschuh/Draughon to refer back to Law & Licensing
Majority Ayes - 14
Nays - Hermann - 1
11/21/16 - approve

Susan J. Holzschuh
Rosemarie Trexler

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X Other Matters 7.1

Gen. Ord. No. 24 - 16 - 17. By Alderperson Belanger. October 17, 2016.

AN ORDINANCE repealing and recreating Article IV of Chapter 30 of the Municipal Code relating to Sales of Drug Paraphernalia, and repealing and recreating Section 70-8 of the Municipal Code, entitled "Adoption of State Law Regarding Controlled Substances."

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

Section 1. Article IV of Chapter 30 of the Municipal Code is hereby repealed and recreated to read as follows:

"ARTICLE IV. - SALES OF DRUG PARAPHERNALIA

Sec. 30-161. Sales of Drug Paraphernalia Prohibited.

(a) *Manufacture, sale or delivery of drug paraphernalia.* No person may sell, deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia, as defined in §70-8(a) of this Code, knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this chapter.

(b) *Advertisement of drug paraphernalia.* No person may place in any newspaper, magazine, internet advertisement, handbill or other publication or upon any outdoor billboard or sign any advertisement knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

(c) *Exemption.* This section does not apply to manufacturers, practitioners, pharmacists, owners of pharmacies and other persons whose conduct is in accordance with that permitted under the provisions of Wis. Stat. Ch. 961. This section does not prohibit the possession, manufacture or use of hypodermics in accordance with that permitted under Wis. Stat. Ch. 961.

(d) *Penalty.* Any person violating any provision of this article shall be fined not less than $250.00 nor more than $1,000.00 for the first offense and succeeding offenses during the calendar year. Each day that such violation continues shall be deemed a separate and distinct offense and, in default of payment thereof, imprisonment in the county jail for a period not to exceed 90 days.

Sec. 30-162. Sale or gift to minors of paraphernalia for use with illegal drugs or controlled substances.

Laura Ltr. approve

Delivery of drug paraphernalia to a minor. Any adult, as defined by Wis. Stat. §938.02(1), who violates any provision of this Article by delivering drug paraphernalia, or who sells, gives or delivers any item, effect, accessory or thing which is designed or marketed for use with illegal cannabis, drugs, controlled substances, or controlled substance analogs as defined by the state statutes to a person 17 years of age or under shall be subject to the maximum penalty authorized hereunder."

Section 2. Section 70-8 of the Municipal Code, entitled "Adoption of State Law Regarding Controlled Substances," is hereby repealed and recreated to read as follows:

"Sec. 70-8. Possession of Drug Paraphernalia and Adoption of State Law Regarding Controlled Substances.

(a) *Definitions.* In this section, "drug paraphernalia" means all equipment, products and materials of any kind which are used, designed for use, or primarily intended for use in planting, propagating, cultivating, growing, harvesting, manufacturing, selling, distributing, delivering, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance or controlled substance analog, as defined in Wis. Stat. Ch. 961. It includes but is not limited to:

(1) Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived;
(2) Kits used, intended for use or designed for use in manufacturing, selling, distributing, delivering, compounding, converting, producing, processing or preparing controlled substances;
(3) Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance;
(4) Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances;
(5) Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances;
(6) Diluents and adulterants, such as quinine hydrochloride, mannitol, mannite, dextrose and lactose, used, intended for use or designed for use in cutting controlled substances;

(7) Separation gins and sifters used, intended for use or designed for use in removing twigs and seeds from or in otherwise cleaning or refining marijuana;
(8) Blenders, bowls, containers, spoons and mixing devices used, intended for use or designed for use in packaging small quantities of controlled substances;
(9) Capsules, balloons, envelopes or other containers used, intended for use or designed for use in packaging small quantities of controlled substances;
(10) Containers and other objects used, intended for use or designed for use in storing or concealing controlled substances;
(11) Hypodermic syringes, needles or other objects used, intended for use or designed for use in parenterally injecting controlled substances into the human body;
(12) Objects used, intended for use or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish or hashish oil into the human body, including but not limited to:
    a. Metal, wooden, acrylic, glass, stone, plastic or ceramic pipes, with or without screens, permanent screens, hashish heads or punctured metal bowls;
    b. Water pipes;
    c. Carburetion tubes and devices;
    d. Smoking and carburetion masks;
    e. Roach clips, meaning objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;
    f. Miniature cocaine spoons and cocaine vials;
    g. Chamber pipes;
    h. Carburetor pipes;
    i. Electric pipes;
    j. Air-driven pipes;
    k. Chilams;
    l. Bongs;
    m. Ice pipes or chillers.

(b) *Determination of drug paraphernalia.* In determining whether an object is drug paraphernalia, the following shall be considered, without limitation of other considerations a court shall deem relevant:

(1) Statements by an owner or by anyone in control of the object concerning its use;
(2) Prior convictions, if any, of an owner or of anyone in control of the object under any village, municipal, state or federal law relating to any controlled substances;
(3) The proximity of the object in time and space to a direct violation of this chapter;

(4) The proximity of the object to controlled substances or controlled substance analogs;
(5) The existence of any residue of controlled substances or controlled substance analogs on the object;
(6) Direct or circumstantial evidence of the intent of an owner or of anyone in control of the object to deliver it to persons whom the person knows, or should reasonably know, intend to use the object to facilitate a violation of this chapter. The innocence of the owner or of anyone in control of the object as to a direct violation of this chapter shall not prevent a finding that the object is intended for use or designed for use as drug paraphernalia;
(7) Oral or written instructions provided with the object concerning its use;
(8) Descriptive materials accompanying the object which explain or depict its use;
(9) National and local advertising concerning its use;
(10) The manner in which the object is displayed for sale;
(11) Whether the owner or anyone in control of the object is a legitimate supplier of like or related items to the community, such as a licensed distributor or dealer of tobacco products;
(12) Direct or circumstantial evidence of the ratio of sales of the object to the total sale of the business enterprise;
(13) The existence and scope of legitimate uses for the object in the community;
(14) Expert testimony concerning its use.

(c) *Prohibited Activities.*
(1) *Possession of drug paraphernalia.* No person may use, or possess with intent to use, drug paraphernalia to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this chapter. Possession of drug paraphernalia shall give rise to a rebuttable presumption of prohibited use.
(2) *Manufacture, sale or delivery of drug paraphernalia.* No person may sell, deliver, possess with intent to deliver or manufacture with intent to deliver drug paraphernalia knowing, or under circumstances where one reasonably should know, that it will be used to plant, propagate, cultivate, grow, harvest, manufacture, compound, convert, produce, process, prepare, test, analyze, pack, repack, store, contain, conceal, inject, ingest, inhale or otherwise introduce into the human body a controlled substance in violation of this chapter.
(3) *Delivery of drug paraphernalia to a minor.* Any adult, as defined by Wis. Stat. §938.02(1), who violates subsection (c)(1) above

by delivering drug paraphernalia to a person 17 years of age or under shall be subject to the maximum penalty authorized hereunder.

(4) *Advertisement of drug paraphernalia.* No person may place in any newspaper, magazine, internet advertisement, handbill or other publication or upon any outdoor billboard or sign any advertisement knowing, or under circumstances where one reasonably should know, that the purpose of the advertisement, in whole or in part, is to promote the sale of objects designed or intended for use as drug paraphernalia.

(d) *Exemption.* This section does not apply to manufacturers, practitioners, pharmacists, owners of pharmacies and other persons whose conduct is in accordance with that permitted under the provisions of Wis. Stat. Ch. 961. This section does not prohibit the possession, manufacture or use of hypodermics in accordance with that permitted under Wis. Stat. Ch. 961.

(e) *Penalty.* Any person violating any provision of this article shall be fined not less than $250.00 nor more than $1,000.00 for the first offense and succeeding offenses during the calendar year. Each day that such violation continues shall be deemed a separate and distinct offense and, in default of payment thereof, imprisonment in the county jail for a period not to exceed 90 days.

(f) *Effect of changes to State Statutes.* Pursuant to §961.577, Wis. Stats., any amendments that shall be made from time to time after the date of this ordinance to the following statutes regarding possession of drug paraphernalia, exclusive of penalties, are hereby adopted by reference and made offenses punishable as a violation of this Code: §961.573(1) and (2), §961.574(1) and (2), and §961.575(1) and (2), Wis. Stats."

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

John Bl

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Gen. Ord. No. _____ - 16 - 17. By Alderperson Donohue. November 21, 2016.

AN ORDINANCE amending Section 82-33 of the Sheboygan Municipal Code so as to add/amend positions to the Table of Organization for the City of Sheboygan.

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

Section 1. Section 82-33 of the Sheboygan Municipal Code entitled, "List of Classes and Class Specifications," is hereby amended so that Section A. 3b, A. 6, A. 9, C. 1, and D. 1 read as follows:

A. CITY HALL DEPARTMENTS

3. City Development Department	Class Grade	No. of Employees
b. City Planning and Inspection Division		
Delete:		
Part-Time Permit Clerk	1	.5
Add:		
Full-Time Permit Clerk	1	1
6. Information Technology		
Delete:		
Network Specialist	8	1
Add:		
Network Administrator (Exempt)	9	1
9. Municipal Court		
Delete:		
Part-Time Assistant Municipal Court Clerk	2	.5
Add:		
Full-Time Assistant Municipal Court Clerk	2	1

	Class Grade	NO. of Employees
C. FIRE DEPARTMENT		
1. Fire Department – Sworn Officers		
Delete:		
Battalion Chief	11	3
Add:		
Battalion Chief	11	4
D. POLICE DEPARTMENT		
Delete:		
Part-Time Records Specialist Clerk	3	.5
Add:		
Full-Time Digital Evidence Manager	5	1

Section 2. The new job description for the Network Administrator and the Digital Evidence Manager are attached, copies of which shall be on file in the office of the City Clerk, the City Finance Department, and the City Human Resources Department.

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

_____

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

Dated_____ 20__. _____, City Clerk

Approved_____ 20__. _____, Mayor

DRAFT

Job Description

Job Title: **Digital Evidence Manager** **Department:** Police

Date Issue: 11/4/2016 **Reports To:** Captain of CID

Classification: Non-Exempt **Wage:** Salary Grade 5

Position Summary

Under direction of the Captain of CID, performs all duties related to Police digital evidence, storage, records and prepares open records and discovery requests.

Essential Duties & Responsibilities

1. Is responsible for control of all digital evidence brought into the department, keeps detailed records of all digital evidence transactions. Assures the security of digital evidence and that the chain of custody in maintained until court proceedings are completed. Digital evidence includes but is not limited to any digital photographs, video and audio recordings, Cellebrite downloads, and digital fingerprints records.
2. Reviews investigative reports to determine the status of digital evidence.
3. Makes requests to the Captain of CID for budgetary changes or equipment requests outside of established budget.
4. Works with investigating officers to digitally enhance photos or video to aid in investigative or court proceedings.
5. Is responsible for departmental fingerprint records and storage and completes all necessary reporting requirements for the State.
6. Arranges for the viewing of digital evidence by defense attorneys in coordination with the District Attorney's Office.
7. Ability to testify in court proceedings related to the storage, chain of custody and enhancement of digital records.
8. Is responsible for preparing open record requests and discovery requests of digital evidence files.
9. Reviews in-squad and body worn video and makes redactions in regards to open record requests.
10. Assists the property officer as needed to check in property and evidence, assist with periodic audits and disposals, and return property of citizens.
11. Performs other duties as assigned.

Qualification Requirements:

1. Knowledge of, or ability to learn, State Statutes, City Ordinances and departmental policy regarding digital evidence storage and control, chain of custody and disposal.
2. Ability to work from written and oral instructions and keep accurate records and reports.
3. A high sense of responsibility and initiative to work independently and productively without direct supervision.

4. Working knowledge and experience working with photo and video editing software including but not limited to Photoshop, AVID, and Clear ID.
5. Working knowledge, or ability to learn, computer operating systems, essential software and programs including but not limited to "Word" and "Excel" to accurately maintain and update records in a computerized records and inventory system including Spillman, Cellebrite and Coban.
6. Ability to obtain a satisfactory grade on examinations involving recordkeeping, clerical accuracy, maintenance skills, etc.
7. Ability to handle sensitive matters, including sensitive images, on a confidential basis.
8. Ability to exercise good judgement, courtesy, and tact in dealing with the public and departmental personnel.
9. Ability to be bonded.
10. Possession of a valid Wisconsin Motor Vehicle Operator's License in good standing.

Education and/or Experience

Requires a High School Diploma or a GED Certificate recognized by the WI Department of Public Administration. Associates Degree or Bachelor's Degree in related field preferred. Experience in digital photo editing and related software also preferred.

Pre-employment Requirement

Job offers for this position are contingent on the individual passing a pre-employment drug screen and an extensive background check.

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

DRAFT

Job Description

Job Title: **Network Administrator** **Department:** Information Technology

Date Issue: 11/21/16 **Reports To:** Director of Information Technology

Classification: Exempt **Wage:** Salary Grade 9

Position Summary

Under general direction of the Director of Information Technology, is responsible for providing management and technical support of the Personal Computers (PC) and Local Area Networks (LAN) of the City. Work involves responsibility in configuring network software and hardware and supporting all users on the network.

Essential Duties & Responsibilities

1. Establishes network specifications by conferring with users; analyzing workflow, access, information, and security requirements; designing router administration, including interface configuration and routing protocols.
2. Establishes network by evaluating network performance issues including availability, utilization, throughput, and latency; planning and executing the selection, installation, configuration, and testing of equipment; defining network policies and procedures; establishing connections and firewalls.
3. Maintains network performance by performing network monitoring and analysis, and performance tuning; troubleshooting network problems; escalating problems to vendor.
4. Upgrades network by conferring with vendors; developing, testing, evaluating, and installing enhancements.
5. Configure and maintain the connection of all PC's to the LAN and also the LAN to the main computer system and to the internet.
6. Provide technical service and assistance to computer hardware, software, and network users.
7. Prepares users by designing and conducting training programs; providing references and support.
8. Maintain hardware systems on the network including PC's, terminals, printers, peripherals, and other equipment. Performs routine maintenance as required and solves problems.
9. Install and configure computer hardware and software on the PC, LAN and internet.
10. Analyze and evaluate network computer software systems and resolve current problems and make recommendations for network system improvements.
11. Develop and maintain hardware and software inventories.
12. Perform security functions as related to the PC, network system and internet which includes granting and controlling authority to use equipment and software.
13. Maintain anti-virus software.
14. Protect organization's value by keeping information confidential.
15. Secures network by developing network access, monitoring, control, and evaluation; maintaining documentation.
16. Accomplishes organization goals by accepting ownership for accomplishing new and different requests; exploring opportunities to add value to job accomplishments.

17. Updates job knowledge by participating in educational opportunities; reading professional publications; maintaining personal networks; participating in professional organizations.
18. Meets financial requirements by submitting information for budgets; monitoring expenses
19. Perform related work as required.

Qualification Requirements:

1. Thorough knowledge of network system operations and techniques of maintaining PC's and networks.
2. Thorough level of proficiency in PC hardware and software.
3. Demonstrated ability to modify procedures to increase efficiency within the organization.
4. Thorough knowledge of the operations and program methods for conversion from mechanical and clerical processes to the computer.
5. Demonstrated ability with a network operating system running a minimum of 30 software applications.
6. Ability to express oneself clearly and concisely both orally and in writing.
7. Ability to work effectively and portray a professional attitude when dealing with employees and departmental representatives.

Education and/or Experience

1. Experience servicing multiple locations, Internet connections and web page development preferred.
2. Five years of full time experience administering a network operating system with multiple servers and a minimum of 50 PC's connected to the LAN.
3. High school diploma or a GED Certificate recognized by the Wisconsin Department of Public Instruction, plus satisfactory completion of twelve (12) semester credits in post high school courses in computer science from an accredited college or institution of higher learning.

Pre-employment Requirement

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

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

XI

Other Matters

9.4

R. O. No. 152- 16 - 17. By CITY CLERK. November 7, 2016.

Submitting a communication from the Sheboygan Area School District submitting the approved Tax Levy for the 2016-2017 school year.

Lies over

City Clerk

SHEBOYGAN
AREA SCHOOL DISTRICT
Learning Today. Leading Tomorrow.

October 27, 2016

City of Sheboygan
Municipal Clerk - Susan Richards
828 Center Avenue
Sheboygan, WI 53081-4442

Dear Ms. Richards,

The Board of Education for the Sheboygan Area School District approved the following Tax Levy for the 2016-2017 school year:

School Levy	$34,626,333.00
Recreation Levy	$ 1,272,528.00

Enclosed are the tax levy certifications as assessed against the taxable property of that portion of the school district and/or recreation district lying within your municipality as required by section 120.17(8).

The levy payment must be received in the Business Office by the due date. If there are any questions, please feel free to contact me at 920-459-3955.

Sincerely,

Mark Boehlke
Assistant Superintendent
Business and Operational Services

Lies over.

Enclosure (1)

Department of Business and Operational Services
830 Virginia Avenue • Sheboygan, WI 53081 • **PHONE:** 920-459-3523 • **FAX:** 920-459-4300

www.sheboygan.k12.wi.us

Wisconsin Department of Public Instruction

PI-1508 TAX LEVY CERTIFICATION

ss. 24.71, 120.17 (8)

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

2016-2017 School Year

TO

1. Muncipal Clerk: SUSAN RICHARDS
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan

3. County: Sheboygan County

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

	Entire School District	**Portion of School District Lying Within Municipality**
	Column 1	Column 2
4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)	$3,296,591,598.00	$2,179,351,641.00
5. Percent of Entire School District	100%	66.109240%
6. Total Levy	$35,898,861.00	**$23,774,891.00**

CERTIFICATION

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

NOTARY SEAL

FROM

Name of School District	School District Clerk
Sheboygan Area (5271)	Jennifer Pothast
Signature of School District Clerk: Jennifer Pothast	
Signature of Notary Public: Jennifer J. Hess	
Signed before me this date: 10/27/2016	My Commission Expires: 9/13/2019

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

Mail tax settlement to:
District Administrator
Sheboygan Area School District
830 Virginia Ave
Sheboygan, WI 53081-4427

Jennifer L. Hess
NOTARY PUBLIC
STATE OF WISCONSIN

II

Other Matters

8.1

R. O. No. ____ - 16 - 17. By CITY CLERK. November 21, 2016.

Submitting various license applications for the period ending December 31, 2017, June 30, 2017 and June 30, 2018.

Law & Lic

City Clerk

CLASS A BEER LICENSE (June 30, 2017)

No.	Name	Address
3230	Mi Pueblito	1125 Michigan Ave.

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

No.	Name	Address
3049	G & G Massage	2602 N. 15th St.
2437	Paula Kuhn	1508 N. 27th St.

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

No.	Name	Address
1569	Brotz, Jill E.	902 Mulberry Ln., Kohler
1581	Brunn, Silas M.	1326 Humboldt Ave.
1579	Degroot, Nikolas A.	908 Lincoln Ave.
1582	Klock, Megan M.	529 North St., Plymouth
4769	Meifert, Lisa M.	1336 North Ave.
1583	Simpson, Julia K.	919 N. 5th St., #46
1570	Thao, Yoko	1534 Bell Ave.
1571	Vuittonet, Michael	1120 Lincoln Ave.

TAXICAB BUSINESS LICENSE (December 31, 2017)

No.	Name	Address
1911	Wheelchair Taxi	2516 Superior Ave.

TAXICAB DRIVER'S LICENSE (**NEW**) (December 31, 2017)

No.	Name	Address
1564	Derrick, Ricci L.	422 Washington Ct.
1577	Derosier, Kelly R.	738 Forest Blvd., Sheb. Falls

TAXICAB DRIVER'S LICENSE (**RENEW**) (December 31, 2017)

No.	Name	Address
0570	Anderson, Anthony G.	1941 N. 12th St.
9554	Champeau, Joseph P.	1821 S. 15th St.
1116	Feigum, Winston L.	639 Monroe St., #307, Sheb. Falls
1509	Gordon, Jody L.	741 Acacia, Sheb. Falls
0952	Pineda, Berta	1812 S. 12th St.
0741	Sarabia, Jason J.	1202 Alabama Ave.
1477	Shaffer, David C.	2407 S. 8th St.