

*****ATTACHMENTS*****

Resignation

October 18, 2016

Mayor Michael Vandersteen

Mr. Mayor,

I have retired from the Contracting Business and taken a new position that does not allow me to attend future board meetings. This letter is to inform you that I will be resigning from the City of Sheboygan review boards that I have been appointed to and are to include;

Board of Appeals, Architectural Review and the Contractors Examining Board.

In view of what happened in the past I believe it is in the best interest of the City of Sheboygan that I resign from these positions. I would not want anyone involved with these committees to have to answer to or defend my credibility at any time.

As we have discussed, the Theft by Contractor charges against me have been dismissed but that fact has not been publicized at all.

Thank you for your support and words of kindness by defending my abilities and if I can be of service to the City in the future, please do not hesitate to ask.

Sincerely

A handwritten signature in blue ink, appearing to read "Peter M. Thompson". The signature is fluid and cursive, with a large initial "P" and "T".

Resignation

October 18, 2018

Mayor Michael Vanderstock

Mr. Mayor

I am writing to you regarding my resignation from the City of Sheboygan review board. I have been appointed to the review board for the past several years and will be resigning from the City of Sheboygan review board. This letter is to inform you that I will be resigning from the City of Sheboygan review board and see to include:

Board of Appeals, Architectural Review and the Contractors Examining Board. In view of what happened in the past I believe it is in the best interest of the City of Sheboygan that I resign from these positions. I would not want anyone involved with these committees to have to answer to or defend my credibility at any time.

As we have discussed, the staff by Contractor charges against me have been dismissed but that fact has not been published at all.

Thank you for your support and words of kindness by defending my position and if I can be of service to the City in the future, please do not hesitate to ask.

[Handwritten signature]

Rajer, Mary

Resignation

From: Mayor Vandersteen
Sent: Tuesday, October 18, 2016 10:40 PM
To: Richards, Susan
Cc: Rajer, Mary
Subject: Fwd: SS October Development Committee Meeting

Sue,

Please add this email resignation to the agenda for 11-7.

Mary, please prepare an appointment memo to add Paul Rudnick to the Sheboygan Squared BID Board.

Sue, Mary will also bring you a letter of resignation for Peter Strysick from all three of his committees.

I'll keep you posted on the appointments to fill these vacancies.

Mike

Mike Vandersteen, Mayor
City of Sheboygan

Begin forwarded message:

From: <bidmanager@harborcentre.com>
Date: October 18, 2016 at 9:36:16 AM CDT
To: Mayor Vandersteen <Mayor.Vandersteen@sheboyganwi.gov>, "Pelishek, Chad" <Chad.Pelishek@sheboyganwi.gov>
Subject: FW: SS October Development Committee Meeting

Hello this is Jake From Art Imigs, I apologize that I havent been able to be more involved. Between the two business in Sheboygan county and Also the national consulting business I have with my father I just do not have the time to participate with your group. You have all been very Kind and welcoming. Again I am sorry I was not able to help more but I feel the right thing to do is resign and allow someone who may be more helpful take my place. Thank you for all that you do and good luck.

Jake Toman

From: bidmanager@harborcentre.com [bidmanager@harborcentre.com]
Sent: Wednesday, October 5, 2016 11:38 AM
To: Char Pachniak (char@pachniak.com); Dave Gass (dgass@rohdedales.com); Don Hammond (Don.Hammond@hubinternational.com); Jake Toman (jakeddt@hotmail.com); Jane Davis-Wood (relishkitchenstore@gmail.com); Pelishek, Chad; Sara Spicer (spicer@sheboygancountyedc.com); Scott Gruenke (scott.gruenke@usbank.com)
Subject: SS October Development Committee Meeting



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

OFFICE OF MAYOR

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

920/ 459-3317
FAX 920/ 459-0256

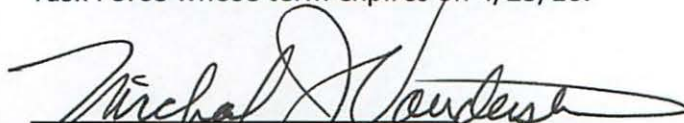


November 7, 2016

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



November 7, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

Michael Vandersteen and Chad Pelishek to be considered for appointment to the Sheboygan Area Tourism Commission for the term 1-1-17 to 12-31-17.


MAYOR MIKE VANDERSTEEN

Lies over

OFFICE OF MAYOR

CITY HALL
828 Center Ave.
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CITY OF SHEBOYGAN 2016 COMMUNITY QUESTIONNAIRE EXECUTIVE SUMMARY

A questionnaire was developed to gain an understanding of the views and preferences of the citizens of Sheboygan.

A notice of the July 2016 questionnaire was marketed through the community message board signs, Cable Channel WSCS, multiple City websites, multiple social media outlets including City Facebook pages, Nextdoor, Nixle, Shoreline Metro buses, local newspaper and radio. Of the 38,419 City of Sheboygan residents who are 18 years of age or older, the response rate was 717 or 2 percent. Assuming randomness of the responses, the results are projected to be 95 percent certain with +/-4% margin of error.

The following are the results of the survey response from citizens to the questionnaire:

QUALITY OF LIFE

General (Question 1 and 2)

- 74 percent of the survey participants indicated that the quality of life was “**Good**” or “**Excellent**” of which the most frequent answer of “**Good**” received 62 percent.
- 57 percent indicated that the City’s direction was improving or holding steady.

In response to the question (Question 3) of identifying one thing do you **like best about living in Sheboygan**; Lake Michigan was most often identified at 43 percent.

When asked to identify the **one thing that most concerns** the survey participants, the top three responses (Question 4) were:

1. Drugs – 25 percent
2. Crime – 24 percent
3. Condition of streets – 9 percent

CITY PERFORMANCE

Survey participants identified the City’s **overall performance** (Question 5) as either “**Good**” or “**Excellent**” 62 percent.

With a score of 0 being “**Poor**” and a score of 5 being “**Excellent**”, the average response on the following questions were:

- Quality of managing the taxpayer’s money - 2.2 percent (slightly more than “**Fair**”).
- Keeping citizens informed - 2.5 (slightly less than “**Good**”).
- Delivering services efficiently - 2.5 (slightly less than “**Good**”).
- Focusing on the priorities that matter most to residents - 2.2 (slightly more than “**Fair**”).

With a score of 1 being “Not Important” and a score of 4 being “Very Important”, the top five **most important city functions** (Question 6) as identified by survey participants were as follows:

1. Police Services (3.7)
2. Street Maintenance/pavement (3.7)
3. Fire Services (3.6)
4. Snow plowing/ice control (3.6)
5. Emergency Medical Services (3.5)

Using a score of 0 being an “F” and a score 5 being an “A”, the top five rated **service-related items** (Question 7) of how well survey participants think the City is doing were as follows:

1. Fire Services (3.0)
2. Emergency Medical Services (2.9)
3. Police Services (2.9)
4. Library Services (2.8)
5. Quality of Water (2.7)

With a score of 0 being “Poor” and a score of 5 being “Excellent”, the top five rated **departments** (Question 8) based upon services provided were as follows:

1. Mead Public Library (2.25)
2. Fire Department (2.25)
3. Police Department (2.23)
4. Water Utility (2.05)
5. Senior Activity Center (1.97)

SHOPPING

With a rating range of “Very Dissatisfied” - “Very Satisfied”, survey participants’ average responses were dissatisfied for types of shopping options (Question 9).

PERSONAL SAFETY (Questions 10 and 11)

- 92 percent of survey participants responded that they felt “**Very Safe**” or “**Safe**” walking alone in their neighborhoods during the day.
- 59 percent of survey participants responded that they felt “**Very Safe**” or “**Safe**” walking alone in their neighborhoods after dark.

The top three reasons (Question 12) given if a survey participant **felt unsafe** were as follows:

1. Drug issues
2. Crime
3. Street

INFRASTRUCTURE

In response to a question (Question 13) regarding how satisfied the survey participants with their neighborhood’s streets, sidewalk and landscaping,

- **54 percent** of survey participants responded that they were “**Very Satisfied**” or “**Somewhat Satisfied**”.
- 46 percent of survey participants responded that they were “Somewhat Dissatisfied” or “Very Dissatisfied”.

COMMUNICATION

The top five sources (Question 14) used by survey participants to **obtain information** about the City of Sheboygan are:

1. Sheboygan Press – 76 percent
2. City website – 66 percent
3. Sheboygan Sun – 46 percent
4. WHBL Radio – 43 percent
5. Nextdoor.com – 30 percent

PLACE TO LIVE

Based upon survey responses (Question 16), the top five reasons **why residents chose Sheboygan** as a place to live:

1. Native of Sheboygan, family or friends are near
2. Near employment
3. Low crime rate
4. Cost of house or apartment
5. Proximity to Lake Michigan

FUNDING SOURCE FOR CITY SERVICES

Survey responses to a question (Question 17) about **funding rising costs of providing services** were as follows:

- 41% - Use a combination of increased property taxes and user fees and charges.
- 32% - Increase user fees and charges, do not increase property taxes
- 16% - Increase property taxes, do not increase user fees
- 11% - Cut services

The typical survey participant was a female home owner who has lived in the City of Sheboygan for 25+ years.

I

Hearing No. - 16 - 17 . November 7, 2016.

A Hearing on the vacation and discontinuance of a portion of a paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

Any interested persons may be heard.

Publish - October 17, 24 and 31, 2016
in Classified

NOTICE OF PUBLIC HEARING
ON DISCONTINUANCE OF PORTION OF A PAVED ALLEY

WHEREAS, an ordinance has been introduced for the vacation and discontinuance of a portion of a paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

WHEREAS, pursuant to Sec. 66.296(5) of the Wisconsin Statutes, a notice shall be published setting forth when said ordinance will be acted upon.

NOTICE IS THEREFORE GIVEN

That said ordinance will be acted upon at a regular meeting of the Common Council to be held in the Council Chambers at the City Hall in the City of Sheboygan, Wisconsin, on the 7th of November, 2016, at 6:00 P.M.

SUSAN RICHARDS
City Clerk



October 4, 2016

East Central Wisconsin Process
P. O. Box 1211
Sheboygan WI 53082

Enclosed are two (2) letters giving notice of the vacation and discontinuance of a portion of a paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

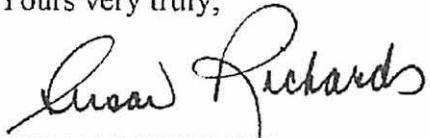
This notice needs to be served on the following property owners on or before Friday, October 7, 2016.

Joe VanderPuy
Paper Box & Specialty Company
1505 Sibley Ct.
Sheboygan WI 53081

Kelly and/or Janelle Koren
1514 Saemann Ave.
Sheboygan WI 53081

Thank you. If you have any questions, please call 459-3364.

Yours very truly,


SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 100
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

www.sheboyganwi.gov

Scr

Encs.

AFFIDAVIT OF SERVICE

Letter From Susan Richards, City Clerk

Case Number: _____

Plaintiff:
City Of Sheboygan

vs.

Defendant:
**Joe VanderPuy
Paper Box & Specialty Company**

For:
Susan Richards
City Clerk, City of Sheboygan
City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

Received by East Central Wisconsin Process to be served on **Paper Box & Specialty Company, 1505 Sibley Court, Sheboygan, WI 53081.**

I, Patrick Lamb, being duly sworn, depose and say that on the **4th day of October, 2016 at 3:50 pm, I:**

served a **CORPORATION** by delivering a true copy of the **Letter From Susan Richards, City Clerk** with the date and hour of service endorsed thereon by me, to: **Nicole Spielvogel as Office Manager for Paper Box & Specialty Company**, at the address of: **1505 Sibley Court, Sheboygan, WI 53081**, and informed said person of the contents therein, in compliance with state statutes.

Additional Information pertaining to this Service:

10/4/2016 3:50 pm Ms. Spielvogel is authorized to accept on behalf of Joe VanderPuy and Paper Box & Specialty Company.

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was completed.



Patrick Lamb
Process Server

**East Central Wisconsin Process
P.O. Box 1211
Sheboygan, WI 53083
(920) 458-2109**

Our Job Serial Number: EWP-2016000640

Service Fee: \$35.00

Subscribed and Sworn to before me on the 4th day of October, 2016 by the affiant who is personally known to me.

Juli A Lamb

NOTARY PUBLIC
My Commission Expires: 6-5-20



October 4, 2016

Dear Property Owner:

Whereas, an ordinance has been introduced for the vacation and discontinuance of a portion of a paved alley between Sibley Ct. on the North, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west more particularly described as:

Cole's Subdivision No. 2

Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West ½ of the SE ¼ of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 3,000 sq. ft.; within the block in which it is located, and

Notice is hereby given that said ordinance will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of November, 2016, at 6:00 P.M.

Yours very truly,

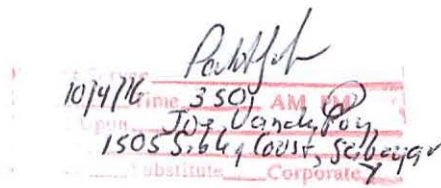
SUSAN RICHARDS
City Clerk

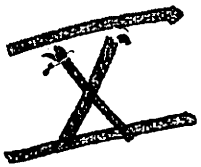
CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 100
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

www.sheboyganwi.gov





6.1

Gen. Ord. No. 19 - 16 - 17. By Alderpersons Draughon and Rabe.
September 19, 2016.

AN ORDINANCE for the vacation of a portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

WHEREAS, application by petition for the paved alley has been properly filed with the City Clerk, and

WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the paved alley sought to be vacated and by more than one-third of the owners on that portion to be discontinued as described below:

Cole's Subdivision No. 2
Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West ½ of the SE ¼ of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 3,000 sq. ft.;

within the block in which it is located, and

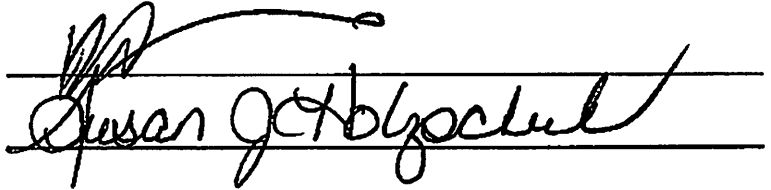
WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, according to law.

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

Section 1. A portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west is hereby VACATED AND DISCONTINUED.

City Plan

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



Susan J. Klobocinski

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

Dated _____ 20____. _____, City Clerk

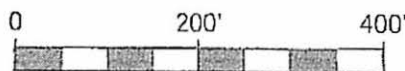
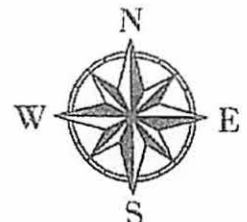
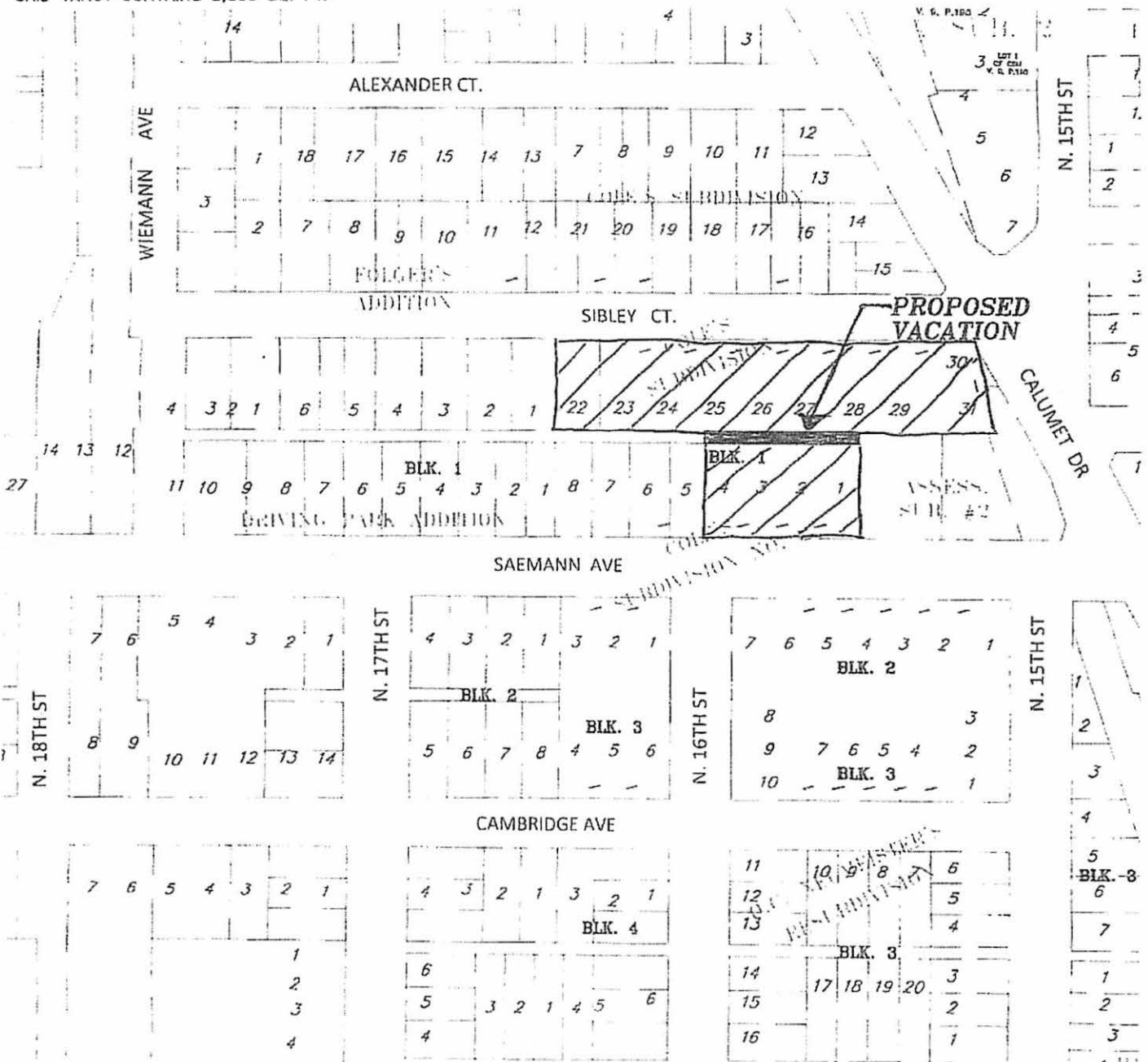
Approved _____ 20____. _____, Mayor

PROPOSED ALLEY VACATION

COLE'S SUBDIVISION NO. 2

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

BEING THE EAST 200' OF A 15' WIDE ALLEY AS PLATTED IN COLE'S SUBDIVISION No. 2, BLOCK 1. SAID ALLEY IS ADJACENT TO LOTS 1, 2, 3 & 4, BLOCK 1 OF SAID SUBDIVISION AND LOTS 25, 26, 27 & 28 OF COLE'S SUBDIVISION, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 3,000 SQ. FT.



AFFIDAVIT OF NON-SERVICE

Letter From Susan Richards, City Clerk

Case Number: _____

Plaintiff:
City Of Sheboygan

vs.

Defendant:
Kelly Koren
Janelle Koren

For:
Susan Richards
City Clerk, City of Sheboygan
City Hall
828 Center Avenue, Suite 100
Sheboygan, WI 53081-4442

Received by East Central Wisconsin Process to be served on **Kelly Koren, 1514 Saemann Avenue, Sheboygan, WI 53081.**

I, Patrick Lamb, being duly sworn, depose and say that on the **4th day of October, 2016 at 5:35 pm, I:**

NON-SERVED the **Letter From Susan Richards, City Clerk** for the reasons detailed in the comments below.

Additional Information pertaining to this Service:

10/4/2016 3:55 pm I attempted service at 1514 Saemann Avenue. The building is vacant and does not appear to have been used for awhile.

10/4/2016 4:05 pm I performed a computed check and located a possible new address of N6910 Highview Drive, Sheboygan WI 53083. I made contact at that address. I met a couple who said they recently purchased the residence from Kelly and Janelle Koren. They told me they moved to Florida after the sale.

10/4/2016 5:35 pm I located a possible new address of 8510 Hawks Gully Avenue, Delray Beach, FL 33446.

I certify that I have no interest in the above action, am of legal age and have proper authority in the jurisdiction in which this service was completed.

Subscribed and Sworn to before me on the 4th day of October, 2016 by the affiant who is personally known to me.

Julie A Lamb
NOTARY PUBLIC
My Commission Expires: 6-5-20



Patrick Lamb
Process Server

East Central Wisconsin Process
P.O. Box 1211
Sheboygan, WI 53083
(920) 458-2109

Our Job Serial Number: EWP-2016000641

Service Fee: \$35.00



spirit on the lake.

October 4, 2016

Dear Property Owner:

Whereas, an ordinance has been introduced for the vacation and discontinuance of a portion of a paved alley between Sibley Ct. on the North, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west more particularly described as:

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Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West ½ of the SE ¼ of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 3,000 sq. ft.; within the block in which it is located, and

Notice is hereby given that said ordinance will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of November, 2016, at 6:00 P.M.

Yours very truly,

Susan Richards
SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 100
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

www.sheboyganwi.gov

Process Server _____
Date _____ Time _____ AM PM
Served Upon _____
Address _____
Personal _____ Substitute _____ Corporate _____

~~X~~

6.1

Gen. Ord. No. 19 - 16 - 17. By Alderpersons Draughon and Rabe.
September 19, 2016.

AN ORDINANCE for the vacation of a portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

WHEREAS, application by petition for the paved alley has been properly filed with the City Clerk, and

WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the paved alley sought to be vacated and by more than one-third of the owners on that portion to be discontinued as described below:

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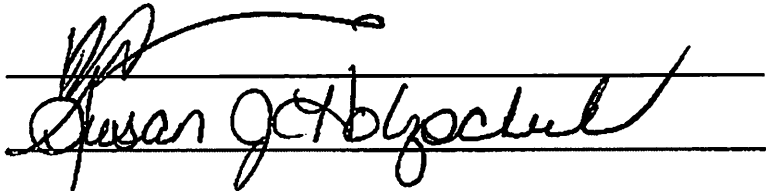
WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, according to law.

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

Section 1. A portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west is hereby VACATED AND DISCONTINUED.

City Plan

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



Susan J. H. [unclear]

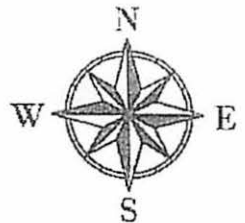
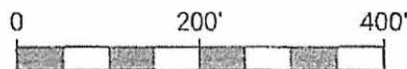
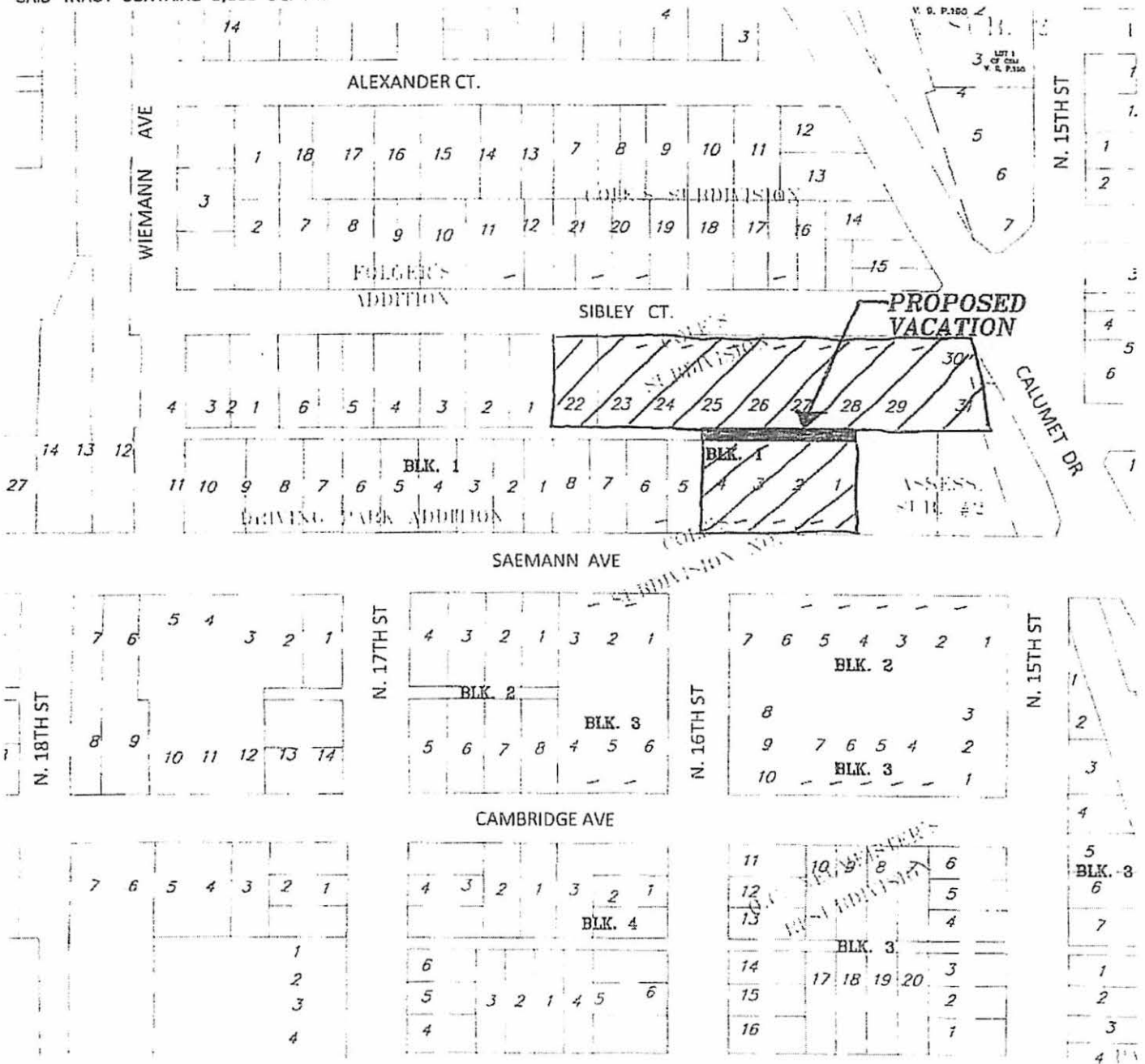
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

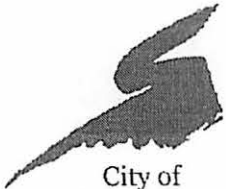
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ALLEY VACATION COLE'S SUBDIVISION NO. 2 SECTION 15, T. 15 N., R. 23 E.

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City of

Sheboygan

Spirit on the lake.

October 4, 2016

Dear Property Owner:

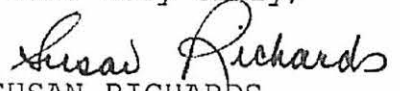
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Notice is hereby given that said ordinance will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of November, 2016, at 6:00 P.M.

Yours very truly,


SUSAN RICHARDS
City Clerk

CITY CLERK'S OFFICE

CITY HALL
828 CENTER AVE., SUITE 100
SHEBOYGAN, WI
53081-4442

920/459-3361
FAX 920/459-2917

www.sheboyganwi.gov



City of

Sheboygan

Spirit on the lake.

October 4, 2016

Dear Property Owner:

Whereas, an ordinance has been introduced for the vacation and discontinuance of a portion of a paved alley between Sibley Ct. on the North, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west more particularly described as:

Cole's Subdivision No. 2

Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West ½ of the SE ¼ of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 3,000 sq. ft.; within the block in which it is located, and

Notice is hereby given that said ordinance will be heard and acted upon at a regular meeting of said Council to be held in the Council Chambers of the City Hall in the City of Sheboygan, Wisconsin, on the 7th day of November, 2016, at 6:00 P.M.

Yours very truly,

Susan Richards
SUSAN RICHARDS
City Clerk

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PAPER BOX & SPECIALTY COMPANY
1505 SIBLEY CT
SHEBOYGAN WI 53081-2456

KOREN, KELLY J.
KOREN, JANELLE E.
1514 SAEMANN AVE
SHEBOYGAN WI 53081-2453

2

serve by sheriff

II

3.2

UPDATED COPY

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

Submitting various license applications.

City Clerk

COMMERCIAL OPERATORS LICENSE (December 31, 2017)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------------|------------------------------------|
| 1945 | A & M Trees LLC | 7230 Sauk Trail Rd. |
| 1470 | Alliant Energy | 4421 Tower Dr. |
| 3014 | BBD | W2830 Cty. D, Cedar Grove |
| 1843 | Dauns Professional Lawns LLC | 928 Wisconsin Ave. |
| 2797 | DJ Thyseisen Landscape Serv. | 81 Center, Oostburg |
| 3042 | Evergreen Lawn & Land LLC | 412 Broadway St., Sheb. Falls |
| 1154 | Harolds Landscaping LLC | W4740 Cty MM, Elkhart Lake |
| 2609 | Hillcrest Trees & Landscaping | N7497 State Rd. 32, Sheb. Falls |
| 1173 | Jerrys Lawn & Grounds Service | 2913 S. 17 th St. |
| 2138 | JR's Tree Service | 1429 N. 26 th St. |
| 1202 | Landmark Landscape Inc. | W3923 Cty. Rd. O, Sheb. Falls |
| 2012 | M & K Lawn Services | 145 Foxglove Ln., Sheb. Falls |
| 1814 | Morse Landscaping LLC | W3436 Garton Rd., Sheb. Falls |
| 2688 | Parms Landscape Management | W7185 State Rd. 57, Plymouth |
| 1999 | Professional Landscaping LLC | 836 Wisconsin Ave., Oostburg |
| 1315 | Schmidts Landscaping | W3127 N Cty Hwy A., Sheb. Falls |
| 1951 | Scotty Landscape Supply, LLC | 3823 Enterprise Dr. |
| 2473 | Stump Eliminators, LLC | 726 N. 25 th St. |
| 2610 | Superior Lawn & Garden, LLC | 6510 Superior Ave. |
| 1943 | T & M Lawn Builders/Care LLC | N4338 Claver Ct. Rd., Sheb. Falls |
| 2132 | Top Notch Tree & Stump Rem. | 931 Beech St., Cleveland |
| 1770 | TDN Utility Services | 1075 Fond Du Lac Ave., Sheb. Falls |

SECONDHAND ARTICLE/JEWELRY LICENSE (December 31, 2017)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------------|-----------------------------|
| 3227 | Gaming Generations Inc. | 1122 N. 8 th St. |

*Consent
Donna/Woelf*

II

R. O. No. - 16 - 17. By BOARD OF CONTRACTORS EXAMINERS.
November 7, 2016.

Attached hereto we are submitting application for Building Contractor License already GRANTED:

2673 Curtis Voight Carpenter Contractor
 11 Rustic Street
 Plymouth, WI 53073-1150

1115 David Kaderabek Carpenter Contractor
 1933 S 16th Street
 Sheboygan, WI 53081-5743

Pat Eirich

Consent

II

3.4

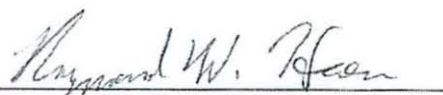
R. O. No. 146 - 16 - 17. By BOARD OF WATER COMMISSIONERS.
November 7, 2016

To the Honorable, the Mayor and Common Council:

Submitting, as a matter of record, in accordance with the Finance Committee request dated March 1, 1991, the Sheboygan Water Utility's Budget for the year 2017.

Consent
Donohue/Whef.
Acv File


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachment

2017 Sheboygan Water Utility Budget

Sheboygan Board of Water Commissioners

72 Park Avenue,

Sheboygan, WI 53081

WI PSC Utility No. 5370

2017 Sheboygan Water Utility Budget Summary

- Tax equivalency payment to municipality estimated at \$1,124,000
- Of 80 class AB utilities in WI, Sheboygan had the third lowest cost for 18,750 gallons of water per quarter
- Debt service increase due to 2015 safe drinking water loan
- \$1,525,000 budgeted for water main replacement projects
- \$240,000 for engineering related to new industrial park elevated storage tank
- \$600,000 for concrete restoration on Taylor Hill reservoir constructed in 1932

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|----|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | 2017 Budget | | | | | | | | | | | | | |
| 2 | | | | | | | | | | | | | | |
| 3 | Sheboygan Water Utility | | | | | | | | | | | | | |
| 4 | | | | | | | | | | | | | | |
| 5 | WI PSC Utility No. 5370 | | | | | | | | | | | | | |
| 6 | Sheboygan Board of Water Commissioners | | | | | | | | | | | | | |
| 7 | 72 Park Avenue | | | | | | | | | | | | | |
| 8 | Sheboygan, Wisconsin | | | | | | | | | | | | | |
| 9 | | | | | | | | | | | | | | |
| 10 | | | | | | | | | | | | | | |
| 11 | Budget provides for investment of \$9,123,378 in all phases of Water Utility operation. | | | | | | | | | | | | | |
| 12 | | | | | | | | | | | | | | |
| 13 | (investment does not include principal payments; \$878,367 in 2017) | | | | | | | | | | | | | |
| 14 | Revenues | | | | | | | | | | | | | |
| 15 | | | | | | | | | | | | | | |
| 16 | Revenues are realized primarily from four different sources: Water Sales; Other Operating Revenues, which includes charges to the | | | | | | | | | | | | | |
| 17 | City for billing, metering, and collecting the sewer and garbage charge; Non-Operating Income Revenues, which includes | | | | | | | | | | | | | |
| 18 | Interest Income; and Contributions in Aid of Construction, which are special assessments for water main installations. | | | | | | | | | | | | | |
| 19 | | | | | | | | | | | | | | |
| 20 | Budgeted Revenue projection for 2017 is \$8,179,031 (1) | | | | | | | | | | | | | |
| 21 | | | | | | | | | | | | | | |
| 22 | Estimated Revenue total as of December 31, 2016 \$7,936,956 | | | | | | | | | | | | | |
| 23 | | | | | | | | | | | | | | |
| 24 | Total projected Revenues for 2017 are expected to increase or (decrease) \$242,075 | | | | | | | | | | | | | |
| 25 | approximately from estimated 2016 Revenues | | | | | | | | | | | | | |
| 26 | | | | | | | | | | | | | | |
| 27 | | | | | | | | | | | | | | |
| 28 | Expenditures | | | | | | | | | | | | | |
| 29 | | | | | | | | | | | | | | |
| 30 | An overall view of the expenditures is as follows: | | | | | | | | | | | | | |
| 31 | | | | | | | | | | | | | | |
| 32 | | | | | | | | | | | | | | |
| 33 | | | | | | | | | | | | | | |
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| 50 | | | | | | | | | | | | | | |
| 51 | | | | | | | | | | | | | | |
| 52 | | | | | | | | | | | | | | |
| 53 | | | | | | | | | | | | | | |
| 54 | | | | | | | | | | | | | | |
| 55 | Sheboygan's water rates remain among the lowest in the state for class AB utilities serving more than 5,000 customers. | | | | | | | | | | | | | |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N |
|-----|--|---|---|---|---|---|---------------|---|--------------------|---|--------------------|---|--------------------|---|
| 169 | | | | | | | | | | | | | | |
| 170 | SHEBOYGAN WATER UTILITY | | | | | | | | | | | | | |
| 171 | OPERATION AND MAINTENANCE EXPENSES | | | | | | | | | | | | | |
| 172 | | | | | | | | | | | | | | |
| 173 | 2017 | | | | | | | | | | | | | |
| 174 | | | | | | | | | | | | | | |
| 175 | | | | | | | Actual | | Budget | | Estimate | | Budget | |
| 176 | Source of Supply Expense | | | | | | 2015 | | 2016 | | 2016 | | 2017 | |
| 177 | | | | | | | | | | | | | | |
| 178 | Operations | | | | | | | | | | | | | |
| 179 | | | | | | | | | | | | | | |
| 180 | Labor | | | | | | \$709 | | \$100 | | \$600 | | \$500 | |
| 181 | | | | | | | | | | | | | | |
| 182 | Maintenance | | | | | | | | | | | | | |
| 183 | | | | | | | | | | | | | | |
| 184 | Labor | | | | | | \$0 | | \$1,000 | | \$0 | | \$1,000 | |
| 185 | Intakes | | | | | | \$1,000 | | \$18,000 | | \$17,000 | | \$18,000 | |
| 186 | | | | | | | | | | | | | | |
| 187 | | | | | | | Totals | | \$1,709 | | \$19,100 | | \$17,600 | |
| 188 | | | | | | | | | | | | | | |
| 189 | Pumping Expenses | | | | | | | | | | | | | |
| 190 | | | | | | | | | | | | | | |
| 191 | Operations | | | | | | | | | | | | | |
| 192 | | | | | | | | | | | | | | |
| 193 | Labor | | | | | | \$31,732 | | \$35,000 | | \$34,000 | | \$35,000 | |
| 194 | Electricity & Natural Gas | | | | | | \$456,104 | | \$475,000 | | \$465,000 | | \$498,500 (1) | |
| 195 | Pumping Equipment | | | | | | \$11,373 | | \$3,120 | | \$4,000 | | \$3,120 | |
| 196 | Miscellaneous | | | | | | \$4,869 | | \$14,000 | | \$8,500 | | \$14,000 | |
| 197 | Utilities | | | | | | \$32,012 | | \$34,000 | | \$32,000 | | \$34,000 | |
| 198 | | | | | | | | | | | | | | |
| 199 | Maintenance | | | | | | | | | | | | | |
| 200 | | | | | | | | | | | | | | |
| 201 | Labor | | | | | | \$79,366 | | \$76,179 | | \$81,000 | | \$90,851 | |
| 202 | Pumping Equipment | | | | | | \$296 | | \$14,000 | | \$4,000 | | \$14,000 | |
| 203 | Structures | | | | | | \$14,678 | | \$4,000 | | \$3,456 | | \$4,000 | |
| 204 | | | | | | | | | | | | | | |
| 205 | | | | | | | Totals | | \$630,430 | | \$655,299 | | \$631,956 | |
| 206 | | | | | | | | | | | | | | |
| 207 | Water Treatment Expenses | | | | | | | | | | | | | |
| 208 | | | | | | | | | | | | | | |
| 209 | Operations | | | | | | | | | | | | | |
| 210 | | | | | | | | | | | | | | |
| 211 | Labor | | | | | | \$440,303 | | \$424,000 | | \$452,409 | | \$440,000 | |
| 212 | Water Treatment Equipment (including ~\$120k sludge treatment costs) | | | | | | \$202,196 | | \$275,000 | | \$210,000 | | \$250,000 | |
| 213 | Chemicals | | | | | | \$241,238 | | \$330,000 | | \$265,000 | | \$265,000 | |
| 214 | Miscellaneous | | | | | | \$4,652 | | \$3,651 | | \$4,000 | | \$4,000 | |
| 215 | Utilities | | | | | | \$10,104 | | \$21,000 | | \$21,000 | | \$21,000 | |
| 216 | | | | | | | | | | | | | | |
| 217 | Maintenance | | | | | | | | | | | | | |
| 218 | | | | | | | | | | | | | | |
| 219 | Labor | | | | | | \$59,770 | | \$82,000 | | \$80,000 | | \$81,000 | |
| 220 | Water Treatment Equipment | | | | | | \$12,928 | | \$32,000 | | \$20,000 | | \$32,000 | |
| 221 | Structures | | | | | | \$64,550 | | \$40,000 | | \$35,000 | | \$50,000 | |
| 222 | | | | | | | | | | | | | | |
| 223 | | | | | | | Totals | | \$1,035,740 | | \$1,207,651 | | \$1,087,409 | |
| 224 | | | | | | | | | | | | | | |
| 225 | | | | | | | | | | | | | | |
| 226 | (1) Additional electrical costs due to new UV system. | | | | | | | | | | | | | |

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|-----|--|---|---|---|---|---|---------------|---|--------------------|---|--------------------|---|--------------------|---|----------------------|
| 231 | | | | | | | | | | | | | | | |
| 232 | SHEBOYGAN WATER UTILITY | | | | | | | | | | | | | | |
| 233 | OPERATION AND MAINTENANCE EXPENSES | | | | | | | | | | | | | | |
| 234 | | | | | | | | | | | | | | | |
| 235 | 2017 | | | | | | | | | | | | | | |
| 236 | | | | | | | | | | | | | | | |
| 237 | | | | | | | Actual | | Budget | | Estimate | | Budget | | |
| 238 | Transmission & Distribution Expenses | | | | | | 2015 | | 2016 | | 2016 | | 2017 | | |
| 239 | | | | | | | | | | | | | | | |
| 240 | Operations | | | | | | | | | | | | | | |
| 241 | | | | | | | | | | | | | | | |
| 242 | Labor | | | | | | \$219,919 | | \$240,000 | | \$230,000 | | \$240,000 | | |
| 243 | Reservoirs & Standpipes | | | | | | \$1,312 | | \$3,000 | | \$960 | | \$2,000 | | |
| 244 | Mains & Hydrants | | | | | | \$6,361 | | \$6,000 | | \$5,494 | | \$6,000 | | |
| 245 | Meters | | | | | | \$16,184 | | \$70,000 | | \$40,000 | | \$50,000 | | |
| 246 | Customer Services | | | | | | \$90,290 | | \$25,000 | | \$95,000 (2) | | \$95,000 | | |
| 247 | Miscellaneous | | | | | | \$10,104 | | \$16,000 | | \$10,000 | | \$14,000 | | |
| 248 | Utilities | | | | | | \$16,283 | | \$16,000 | | \$15,107 | | \$16,000 | | |
| 249 | | | | | | | | | | | | | | | |
| 250 | Maintenance | | | | | | | | | | | | | | |
| 251 | | | | | | | | | | | | | | | |
| 252 | Labor | | | | | | \$251,951 (1) | | \$225,000 | | \$235,000 | | \$235,000 | | |
| 253 | Structures & Improvements | | | | | | \$2,362 | | \$1,658 | | \$5,722 | | \$3,000 | | |
| 254 | Reservoirs & Standpipes | | | | | | \$22,287 | | \$15,000 | | \$15,000 | | \$15,000 | | |
| 255 | Mains | | | | | | \$80,306 (1) | | \$80,000 | | \$65,000 | | \$75,000 | | |
| 256 | Meters | | | | | | \$0 | | \$2,000 | | \$2,000 | | \$2,000 | | |
| 257 | Hydrants | | | | | | \$30,256 | | \$16,000 | | \$16,000 | | \$16,000 | | |
| 258 | Customer Services | | | | | | \$7,264 | | \$15,000 | | \$15,000 | | \$15,000 | | |
| 259 | | | | | | | | | | | | | | | |
| 260 | | | | | | | Totals | | \$754,880 | | \$730,658 | | \$750,283 | | \$784,000 |
| 261 | | | | | | | | | | | | | | | |
| 262 | Customer Accounts Expenses | | | | | | | | | | | | | | |
| 263 | | | | | | | | | | | | | | | |
| 264 | Operations | | | | | | | | | | | | | | |
| 265 | | | | | | | | | | | | | | | |
| 266 | Labor | | | | | | \$152,501 | | \$140,000 | | \$135,000 | | \$160,000 | | |
| 267 | Meter Reading | | | | | | \$4,055 | | \$4,000 | | \$4,298 | | \$4,000 | | |
| 268 | Billing & Collecting | | | | | | \$27,845 | | \$30,000 | | \$30,000 | | \$30,000 | | |
| 269 | Uncollectable Accounts | | | | | | \$8,853 | | \$8,000 | | \$1,788 | | \$8,000 | | |
| 270 | Utilities | | | | | | \$464 | | \$750 | | \$461 | | \$750 | | |
| 271 | Postage | | | | | | \$13,815 | | \$19,000 | | \$16,000 | | \$19,000 | | |
| 272 | | | | | | | | | | | | | | | |
| 273 | | | | | | | Totals | | \$207,533 | | \$201,750 | | \$187,547 | | \$221,750 |
| 274 | | | | | | | | | | | | | | | |
| 275 | Taxes | | | | | | | | | | | | | | |
| 276 | | | | | | | | | | | | | | | |
| 277 | Local & School (Tax equivalency paid to City) | | | | | | \$1,086,285 | | \$1,114,000 | | \$1,111,700 | | \$1,124,000 | | |
| 278 | Payroll | | | | | | \$109,250 | | \$117,000 | | \$113,245 | | \$120,000 | | |
| 279 | P.S.C. Remainder Assessment (mandatory fee to state regulator) | | | | | | \$7,575 | | \$10,000 | | \$10,000 | | \$10,000 | | |
| 280 | | | | | | | | | | | | | | | |
| 281 | | | | | | | Totals | | \$1,203,110 | | \$1,241,000 | | \$1,234,945 | | \$1,254,000 |
| 282 | | | | | | | | | | | | | | | |
| 283 | Interest Expense Long Term Debt | | | | | | | | | | | | | | |
| 284 | | | | | | | | | | | | | | | |
| 285 | Expense (bonds, SDW loans, unfunded pension) | | | | | | Total | | \$361,084 | | \$379,205 | | \$354,549 | | \$387,937 (3) |
| 286 | | | | | | | | | | | | | | | |
| 287 | 1) High costs due to harsh winter of 2014/2015 | | | | | | | | | | | | | | |
| 288 | 2) Change in accounting of cross connection services | | | | | | | | | | | | | | |
| 289 | 3) Bonds: 2005, 2007, 2013; SDW loans: 2004, 2015 | | | | | | | | | | | | | | |
| 292 | | | | | | | | | | | | | | | |

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| 293 | | | | | | | | | | | | | | |
| 294 | SHEBOYGAN WATER UTILITY | | | | | | | | | | | | | |
| 295 | OPERATION AND MAINTENANCE EXPENSES | | | | | | | | | | | | | |
| 296 | | | | | | | | | | | | | | |
| 297 | 2017 | | | | | | | | | | | | | |
| 298 | | | | | | | | | | | | | | |
| 299 | | | | | | | | | | | | | | |
| 300 | | | | | | | Actual | | Budget | | Estimate | | Budget | |
| 301 | Administrative & General Expense | | | | | | 2015 | | 2016 | | 2016 | | 2017 | |
| 302 | | | | | | | | | | | | | | |
| 303 | Operations | | | | | | | | | | | | | |
| 304 | | | | | | | | | | | | | | |
| 305 | Labor | | | | | | \$235,912 | | \$259,000 | | \$245,000 | | \$255,000 | |
| 306 | Office Supplies | | | | | | \$21,503 | | \$15,000 | | \$15,000 | | \$15,000 | |
| 307 | Utilities | | | | | | \$2,729 | | \$2,000 | | \$2,000 | | \$2,000 | |
| 308 | Outside Services & Lawyers (inc cross connection) | | | | | | \$13,825 | | \$70,000 (1) | | \$62,000 | | \$75,000 | |
| 309 | Auditors (including rate study in 2015) | | | | | | \$11,401 | | \$10,000 | | \$10,000 | | \$10,000 | |
| 310 | | | | | | | | | | | | | | |
| 311 | Property Insurance | | | | | | | | | | | | | |
| 312 | | | | | | | | | | | | | | |
| 313 | Property and Contractors Equipment | | | | | | \$37,192 | | \$32,000 | | \$30,000 | | \$30,000 | |
| 314 | Auto | | | | | | \$11,261 | | \$9,000 | | \$9,000 | | \$9,000 | |
| 315 | Crime | | | | | | \$1,055 | | \$1,026 | | \$432 | | \$1,000 | |
| 316 | | | | | | | | | | | | | | |
| 317 | Injuries & Damage Insurance | | | | | | | | | | | | | |
| 318 | | | | | | | | | | | | | | |
| 319 | Workmen's Comp | | | | | | \$28,288 | | \$30,000 | | \$29,000 | | \$32,000 | |
| 320 | General Liability, Public Officials, Umbrella | | | | | | \$61,355 | | \$55,000 | | \$52,000 | | \$56,000 | |
| 321 | | | | | | | | | | | | | | |
| 322 | | | | | | | | | | | | | | |
| 323 | Other Expenses | | | | | | | | | | | | | |
| 324 | | | | | | | | | | | | | | |
| 325 | Hospitalization (actual claims inc prescrip + TPA, reduced by emp contribs) | | | | | | \$531,842 | | \$485,000 | | \$520,000 | | \$520,000 (2) | |
| 326 | Retirement | | | | | | \$98,000 | | \$95,000 | | \$86,000 | | \$95,000 | |
| 327 | Life | | | | | | \$4,035 | | \$4,000 | | \$2,388 | | \$4,000 | |
| 328 | Regulatory Commission Expense | | | | | | \$21,313 | | \$1,000 | | \$3,000 | | \$3,000 | |
| 329 | Miscellaneous & Administrative Expense | | | | | | \$53,630 (3) | | \$20,000 | | \$20,000 | | \$20,000 | |
| 330 | Amortization of Property Loss | | | | | | \$0 | | \$1,000 | | \$0 | | \$0 | |
| 331 | | | | | | | | | | | | | | |
| 332 | Maintenance | | | | | | | | | | | | | |
| 333 | | | | | | | | | | | | | | |
| 334 | Office Equipment Maintenance | | | | | | \$0 | | \$1,000 | | \$0 | | \$1,000 | |
| 335 | Office Facilities Maintenance | | | | | | \$32,913 | | \$9,000 | | \$9,000 | | \$9,000 | |
| 336 | | | | | | | | | | | | | | |
| 337 | | | | | | | | | | | | | | |
| 338 | | | | | | | | | | | | | | |
| 339 | | | | | | | | | | | | | | |
| 340 | | | | | | | | | | | | | | |
| 341 | | | | | | | | | | | | | | |
| 342 | | | | | | | | | | | | | | |
| 343 | | | | | | | | | | | | | | |
| 344 | | | | | | | | | | | | | | |
| | | | | | | | Totals | | \$1,099,026 | | \$1,094,821 | | \$1,137,000 | |

339 1) Increase due to state-mandated cross connection program.

340 2) Utility is self-insured; annual costs vary depending on actual claims.

341 3) Reconnection fee refunds due to billing error.

II

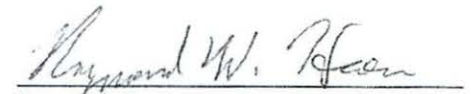
R. O. No. - 16 - 17.

By BOARD OF WATER COMMISSIONERS.
November 7, 2016.

Submitting, as a matter of record, this Record of Declaration of Official Intent declaring the official intent of the City of Sheboygan, Wisconsin to reimburse expenditures with proceeds of a borrowing for the construction of an elevated water storage tank for the Water Utility.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

CITY OF SHEBOYGAN, WISCONSIN
RECORD OF DECLARATION OF OFFICIAL INTENT

Dated: 10/17/2016

Number: _____

This Record of Declaration of Official Intent (this "Declaration") declares the official intent of the City of Sheboygan, Wisconsin (the "Municipality") to reimburse expenditures with proceeds of a borrowing.

The officer responsible for this Declaration, the Mayor, the Clerk, and the Finance Director/Treasurer or an authorized designee of such officers, have (by a resolution adopted by the governing body of the Municipality on March 21, 1994) been authorized to declare official intent on the Municipality's behalf and directed to maintain this Declaration.

The Municipality intends to reimburse the expenditures described in this Declaration with proceeds of a borrowing. The expenditures described in this Declaration will be one or more of the following types of costs: a capital expenditure, a cost of issuance for a borrowing, a grant (as defined in Treasury Regulations Section 1.148-6(d)(4)), or certain extraordinary working capital items (described in Treasury Regulations Section 1.148-6(d)(3)(ii)(B)).

Before the date 60 days prior to the date of this Declaration, no payments have been made for the expenditures to be reimbursed described in this Declaration, other than for preliminary expenditures that are incurred prior to commencement of construction, rehabilitation, or acquisition of a property, project, or program (collectively, a "Project"), and these preliminary expenditures do not exceed 20% of the aggregate issue price of that portion of the borrowing that finances the Project. The term "preliminary expenditures" means architectural, engineering, surveying, soil testing, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction, or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to the commencement of construction.

The borrowing from which expenditures for a Project are to be reimbursed will be issued within 18 months following the later of (i) the date of the original expenditure for a Project, or (ii) the date on which a Project is placed in service, but no later than 3 years after the date of the original expenditure for a Project.

The following is a general functional description of the Project for which the expenditures to be reimbursed are to be (or have been) paid:

Construction of an elevated water storage tank for the Water Utility

The maximum principal amount of debt expected to be incurred for the Project is \$3,500,000.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____

TITLE: _____

BY: _____

TITLE: _____

BY: _____

TITLE: _____

II

R. O. No. – 16 – 17. By BOARD OF WATER COMMISSIONERS. October 17, 2016.

We, hereby, submit the Board of Water Commissioners' Report on the Water Utility for the third quarter of 2016.

The water pumpage was up 0.13% from the same period in 2015. 1,305,029,000 gallons were pumped in the third quarter 2016, compared to 1,303,280,000 in 2015.

Year to date Operating Revenue at the end of the third quarter 2016 increased by \$367,966 compared to year to date 2015. The net income for the Utility, as of the end of September, 2016 is \$1,407,451. Details are shown on the attached Balance Sheet and Income Statement.

Construction-Maintenance:

Construction-maintenance work by the Water Utility during the third quarter of 2016:

| | |
|---|-------|
| Number of feet of 4 inch water main installed | 0.0 |
| Number of feet of 6 inch hydrant lead installed..... | 39.9 |
| Number of feet of 6 inch water main installed..... | 54 |
| Number of feet of 8 inch water main installed..... | 61.8 |
| Number of feet of 10 inch water main installed..... | 0.0 |
| Number of feet of 12 inch water main installed..... | 886.1 |
| Number of feet of 16 inch water main installed..... | 32.3 |
| Number of feet of 20 inch water main installed..... | 0.0 |
| Number of feet of 24 inch water main installed..... | 0.0 |
| Number of feet of water main abandoned or removed..... | 1741 |
| Number of water main breaks repaired..... | 2 |
| Number of fire hydrants installed, replaced, relocated, removed, flushed, or major repairs made..... | 8 |
| Number of water main valves installed, repaired, removed, or replaced..... | 19 |
| Number of water service connections installed..... | 4 |

Details are shown on the attached spreadsheets.

Other Utility Business:

R.A. Smith, Inc., completed an evaluation of the masonry structure at the Taylor Hill reservoir, which was constructed in 1929. The Utility is working to update maintenance plans for the structure.

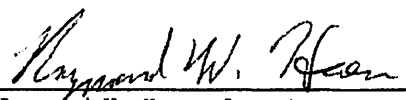
Staff participated in the state WI Waterworks Association convention in Madison and presented a paper on the recent UV disinfection project.

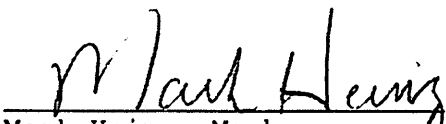
Water main work was completed on Calumet Drive and North Avenue prior to street reconstruction.

Utility received notice that it qualified for lead water service replacement funding in 2017.

Consent


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

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

Sheboygan Water Utility
Quarterly Financial Statement September 30, 2016
Balance Sheet Including Net Income

| <u>Account #</u> | <u>Debit Balance</u> | <u>Credit Balance</u> |
|--|----------------------|-----------------------|
| Utility Plant in Service | 56,455,737 | |
| 107 Construction Work in Progress | 5,409,342 | |
| 111 Accumulated Provision for Depreciation of Utility Plant | | 18,346,547 |
| 125 Bond Redemption Fund | 545,393 | |
| 129 Appropriated Funds Invested for Plant Expansion & Payables | 0 | |
| 126 Depreciation Fund | 0 | |
| 128 Other Special Funds - Net Pension Asset | 268,255 | |
| 128 Other Special Funds - Health Ins | 0 | |
| 130 Other Special Funds - Deferred Outflow Pension | 329,135 | |
| 135 Working Funds | 750 | |
| 136 Temporary Cash Investments | 6,023,435 | |
| 142 Customer Accounts Recievable | 898,823 | |
| 145 Receivables from Municipality | 416,713 | |
| 154 Materials and Supplies | 322,004 | |
| 163 Stores Expense | 0 | |
| 165 Prepayments | 22,013 | |
| 171 Interest and Dividends Receivable | 0 | |
| 181 Misc Deferred Debits | 0 | |
| 184 Transportation Expense | 0 | |
| 200 Capital Paid in by Municipality | | 1,640,701 |
| 216 Unappropriated Earned Surplus | | 36,101,565 |
| 221 Long Term Debt Bonds | | 11,300,592 |
| 223 Advances from Municipality | | 214,978 |
| 232 Accounts Payable | | 0 |
| 235 Customer Deposits | | 3,037 |
| 236 Taxes Accrued | | 833,366 |
| 237 Interest Payable on Bonds | | 140,148 |
| 242 Misc. Current & Accrued Liab | 955 | |
| 251 Bond Premium | | 46,898 |
| 253 Misc Deferred Credits | | 182,172 |
| 263 Other Special Funds Employee Pensions | | 0 |
| 265 Accrued Employee Benefits | | 475,099 |
| 425 Amoritization of Pre 2003 Depreciation | | 0 |
| Utility Net Income | | 1,407,451 |
| | <u>70,692,555</u> | <u>70,692,555</u> |

Distribution System -- 3rd Quarter -- July, August, & September, 2016

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

| Location | Installed | SizeJt | By | Type |
|--|-----------|--------|-------------|----------|
| Superior Ave. at N. 11th St. (E) | 7/20/2016 | 10" | ute. | G (vert) |
| North Ave at N. 25th St (SW) | 7/20/2016 | 6" MJ | David Tenor | G (vert) |
| North Avenue at N. 25th St (W) | 7/20/2016 | 12" MJ | David Tenor | G (vert) |
| N. 25th St at North Ave (N) | 7/21/2016 | 8" MJ | David Tenor | G (vert) |
| N. 25th St at North Ave (S) | 7/21/2016 | 8" MJ | David Tenor | G (vert) |
| North Ave at N. 25th St (E) | 7/22/2016 | 12" MJ | David Tenor | G (vert) |
| N. 24th St at North Ave (S) | 7/26/2016 | 8" MJ | David Tenor | G (vert) |
| North Ave at N. 24th St (SE) | 7/27/2016 | 6" MJ | David Tenor | G (vert) |
| North Ave at N. 24th St (E) | 7/27/2016 | 12" MJ | David Tenor | G (vert) |
| North Ave a Calumet Dr (SW) | 8/1/2016 | 6" MJ | David Tenor | G (vert) |
| North Ave a Calumet Dr (W) | 8/1/2016 | 12" MJ | David Tenor | G (vert) |
| Main Ave. at Calumet Dr. (N. 21st St. ext'd) (W) | 9/29/2016 | 12" | ute. | G (vert) |

Total Valves Installed = 12

Street Valves and Hydrant Valves Removed

| Location | Installed | Removed | Type |
|--|-----------|-----------|-------|
| Superior Ave. at N. 11th St. (E) | Pre-1890? | 7/21/2016 | |
| Main Ave. at Calumet Dr. (N. 21st St. ext'd) (W) | 9/19/1997 | 9/29/2016 | B/F-S |

Total Valves Removed = 2

Street Valves and Hydrant Valves Abandoned

| Location | Installed | Abandoned |
|---------------------------------|------------|-----------|
| N. 17th St. at Saemann Ave. (N) | | 7/19/2016 |
| North Ave. at N. 25th St. (W) | 4/25/2002 | 7/22/2016 |
| N. 25th St. at North Ave. (N) | 9/22/1992 | 7/22/2016 |
| North Ave. at N. 21st St. (E) | 11/19/1937 | 8/10/2016 |
| North Ave. at N. 21st St. (W) | 11/24/1939 | 8/10/2016 |

Total Valves Abandoned = 5

Street Valves and Hydrant Valves Maintained

| Location | Installed | Maintained |
|----------|-----------|------------|
| | | |

Total Valves Maintained = 0

Hydrants Installed (including water main projects and others)

| Location | Installed | TrSize | Valve | By |
|-------------------------------|-----------|--------|-------|-------------|
| North Ave at N. 25th St (SW) | 7/20/2016 | 6' | y | David Tenor |
| North Ave at N. 24th St (SE) | 7/27/2016 | 6' | y | David Tenor |
| North Ave at Calumet Dr. (SW) | 8/1/2016 | 6' | y | David Tenor |

Total Hydrants Installed = 3

Hydrants Removed (including water main projects and others)

| Location | Installed | RemvdDate | Hyd Valve |
|----------|-----------|-----------|-----------|
| | | | |

Total Hydrants Removed = 0

Hydrants Abandoned (including water main projects and others)

| Location | Installed | Abandoned |
|---------------------------------|------------|-----------|
| N. 17th St. at Saemann Ave. (N) | | 7/19/2016 |
| North Ave. at N. 25th St. (W) | 4/25/2002 | 7/22/2016 |
| N. 25th St. at North Ave. (N) | 9/22/1992 | 7/22/2016 |
| North Ave. at N. 21st St. (E) | 11/19/1937 | 8/10/2016 |
| North Ave. at N. 21st St. (W) | 11/24/1939 | 8/10/2016 |

Total Hydrants Abandoned = 5

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

| Location | Installed | Maintained |
|-------------------------------------|-----------|------------|
| Total Hydrants Maintained/Moved = 0 | | |

Water Main Breaks

| Location | Date | Main Size (") |
|-------------------------------|-----------|---------------|
| Tower Drive - 900' of Gateway | 8/8/2016 | 12" |
| Union Ave at Sauk Trail | 8/14/2016 | 6" |

Total Water Main Breaks = 2

SUMMARY

| | | |
|---|-------|------------|
| Number of feet of 4 inch water main installed | 0 | water main |
| Number of feet of 6 inch hydrant lead installed | 39.9 | |
| Number of feet of 6 inch water main installed | 54 | |
| Number of feet of 8 inch water main installed | 61.8 | |
| Number of feet of 12 inch water main installed | 886.1 | |
| Number of feet of 16 inch water main installed | 32.3 | |
| Number of feet of 20 inch water main installed | 0.0 | |
| Number of feet of 24 inch water main installed | 0.0 | |
| Number of feet of water main abandoned or removed | 1741 | |
| Number of water main breaks repaired | 2 | hydrants |
| Number of hydrants installed | 3 | |
| Number of hydrants removed or abandoned | 5 | |
| Number of hydrants maintained or moved | 0 | valves |
| Number of street valves installed | 9 | |
| Number of hydrant valves installed | 3 | |
| Number of street valves removed or abandoned | 2 | |
| Number of hydrant valves removed or abandoned | 5 | |
| Number of valves maintained | 0 | |
| Number of water connections installed | 4 | |

**Sheboygan Water Utility
Sheboygan, Wisconsin
Income Statement - September 30, 2016**

| Account # | Utility Operating Income | 1-Jan-16 to 30-Sep-16 | 1-Jan-15 to 30-Sep-15 | Increase or (Decrease) |
|-------------------|-----------------------------------|-----------------------------|-----------------------------|------------------------------|
| 400 | Operating Revenue | \$ 6,152,286 | \$ 5,784,320 | \$ 367,966 |
| 401 | Operating Expenses | 2,255,322 | 2,119,262 | 136,060 |
| 402 | Maintenance Expenses * | 436,427 | 485,933 | (49,506) |
| 403 | Depreciation Expenses | 960,686 | 930,290 | 30,396 |
| 403 | Taxes | 863,770 | 844,050 | 19,720 |
| | Total Operating Expenses | <u>\$ 4,516,205</u> | <u>\$ 4,379,535</u> | <u>\$ 136,670</u> |
| | Utility Operating Income | 1,636,081 | 1,404,785 | 231,296 |
| | Other Income | 3,233 | 616 | 2,617 |
| 419 | Interest Earned on Investments | 12,931 | 7,019 | 5,912 |
| 421 | Contributions | - | - | - |
| 828 | Other Expense | - | - | - |
| 425 | Misc Amortization | (18,850) | (18,850) | - |
| 407 | Bond Interest Expense | 263,644 | 258,450 | 5,194 |
| Net Income | | <u><u>\$ 1,407,451</u></u> | <u><u>\$ 1,172,821</u></u> | <u><u>\$ 234,630</u></u> |

HIGH LIFT DELIVERY QUARTERLY REPORT 2016

| I. FIRST QUARTER | | Jan - Feb - Mar | | |
|---|---------------------|-----------------|-----------------|----------|
| | | GALLONS | COST \$ | \$/MG |
| | 2015 | 1,032,282,000 | \$197,343.16 | \$191.18 |
| | 2016 | 1,031,801,000 | \$188,154.78 | \$182.36 |
| | Percent Difference | -0.04% | -4.66% | -4.61% |
| II. SECOND QUARTER | | Apr - May - Jun | | |
| | | GALLONS | COST \$ | \$/MG |
| | 2015 | 1,140,128,000 | \$180,121.40 | \$157.88 |
| | 2016 | 1,149,894,000 | \$182,442.74 | \$158.89 |
| | Percent Difference | 0.84% | 1.28% | 0.45% |
| III. THIRD QUARTER | | Jul - Aug - Sep | | |
| | | GALLONS | COST \$ | \$/MG |
| | 2015 | 1,303,280,000 | \$208,295.45 | \$159.82 |
| | 2016 | 1,305,029,000 | \$213,195.35 | \$163.36 |
| | Percent Difference | 0.13% | 2.35% | 2.22% |
| IV. FOURTH QUARTER | | Oct - Nov - Dec | | |
| | | GALLONS | COST \$ | \$/MG |
| | 2015 | 1,049,110,000 | \$187,948.81 | \$179.15 |
| | 2016 | 0 | \$0.00 | #DIV/0! |
| | Percent Difference | -100.00% | -100.00% | #DIV/0! |
| YEAR TO DATE : 2016 | | | | |
| | | GALLONS | COST \$ | \$/MG |
| ELECTRICITY CHEMICALS NATURAL GAS | 2015 | 4,524,778,000 | \$773,708.62 | \$170.99 |
| | 2016 | 3,486,524,000 | \$583,792.85 | \$167.44 |
| | Percent Difference | -22.95% | -24.55% | -2.08% |
| YEAR TO DATE : 2016 | | | | |
| | | GALLONS | COST \$ | |
| SLUDGE DISPOSAL | 2015 | 4,670,190 | \$42,339.79 | |
| | 2016 | 3,247,718 | \$16,833.46 | |
| | Percent Difference | -30.46% | -60.24% | |
| STORM WATER CHARGES | 2016 | NA | \$0.00 | |
| HIGH LIFT SYSTEM DELIVERY : | | | | |
| | Maximum Pumpage Day | 18,388,000 | August 3, 2016 | |
| | Minimum Pumpage Day | 6,477,000 | January 1, 2016 | |

| | MG | \$ | \$/MG |
|------|---------------|--------------|----------|
| 2015 | 4,524,778,000 | \$773,708.62 | \$170.99 |
| 2016 | 3,486,524,000 | \$583,792.85 | \$167.44 |

NOTE: Monthly sludge disposal costs do not reflect the current actual monthly sludge discharge total to date.
Sludge disposal costs are not included in \$/MG.



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

T O 1. Municipal Clerk: SUSAN RICHARDS
 828 CENTER AVE
 SHEBOYGAN, WI 53081-4442

2. Municipality: City of Sheboygan

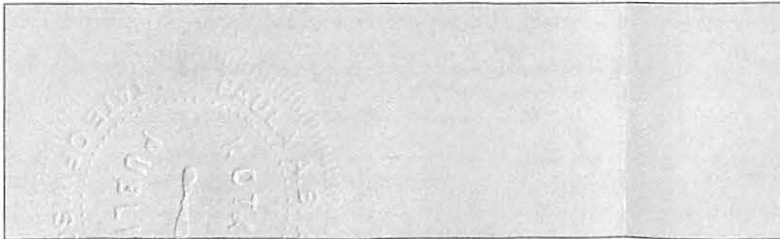
3. County: Sheboygan County

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) | \$568,068,235.00 | \$147,177,359.00 |
| 5. Percent of Entire School District | 100% | 25.908394% |
| 6. Total Levy | \$5,775,836.00 | \$1,496,426.37 |

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

| | | |
|----------------------------|------------------------------------|--------------------------------------|
| F R O M | Name of School District | School District Clerk |
| | Kohler (2842) | Chad Hamilton <i>Meredith Behler</i> |
| | Signature of School District Clerk | <i>Meredith Behler</i> |
| | Signature of Notary Public | <i>Jane Anderson</i> |
| Signed before me this date | | My Commission Expires |
| <i>24 October 2016</i> | | <i>30 May 2017</i> |

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

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

AMERICAN
SOCIETY
OF
LAWYERS

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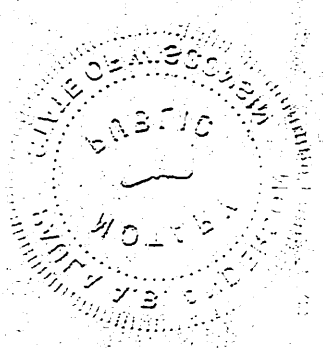
1922
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1924



C. W. ...

AMERICAN SOCIETY OF LAWYERS

[Handwritten signature]
1924



C. W. ...

AMERICAN SOCIETY OF LAWYERS

II

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

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

City Clerk



LAKESHORE TECHNICAL COLLEGE DISTRICT

Tax Levy Report

To Susan Richards, Clerk of the City of Sheboygan, County of Sheboygan, State of Wisconsin.

I, Roy Kluss, Secretary/Treasurer of the Lakeshore Technical College District Board of the State of Wisconsin do hereby certify that the sum of \$ 11,119,602 was voted on and authorized by the Board of the above named District at the District Board meeting held on the 19th day of October, 2016. The proportion of such sum that must be raised in that part of said District lying in your City is:

\$ 1,087,792.23 OPERATIONS

\$ 784,147.04 DEBT SERVICE

\$ 1,871,939.27 TOTAL DOLLARS, which you are hereby

respectfully requested to assess against the taxable property of such District lying in your City as required by Section 38.16(1), Wisconsin Statutes.

A handwritten signature in black ink, appearing to read "Roy Kluss", is written in a cursive style.

Secretary/Treasurer of the District Board

Section 1, 38.16(1) Wisconsin Statutes. Annually by October 31 or within 10 days after receipt of the equalized valuations from the Department of Revenue, whichever is later, the district board may levy a tax, on the full value of the taxable property of the district, for the purpose of making capital improvements, acquiring equipment and operating and maintaining the schools of the district, and paying principal and interest on valid bonds or notes now or hereafter outstanding as provided in s. 67.035. The district board secretary shall file with the clerk of each city, village and town, any part of which is located in the district, a certified statement showing the amount of the levy and the proportionate amount of the tax to be spread upon the tax rolls for collection in each city, village and town. Such proportion shall be ascertained on the basis of the ratio of full value of the taxable property of that part of the city, village and town located in the district to the full value of all taxable property in the district, as certified to the district board secretary by the Department of Revenue. Upon receipt of the certified statement from the district board secretary, the clerk of each city, village and town shall spread the amounts thereof upon the tax rolls for collection. When the taxes are collected such amounts shall be paid by the treasurer of each city, village and town to the district board treasurer.

Lakeshore Technical College
2016-17

| | | (TID Out) Equalized Valuations | Percent of Total | General | Special Revenue | Operating Total | Debt Service | Total |
|-------------------------|--------------------|--------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| Calumet County | | | | | | | | |
| 08 012 | T NEW HOLSTEIN | 30,635,490 | 0.002217 | 11,586.23 | 2,737.70 | 14,323.93 | 10,325.57 | 24,649.50 |
| Calumet County Total | | 30,635,490 | 0.002217 | 11,586.23 | 2,737.70 | 14,323.93 | 10,325.57 | 24,649.50 |
| Manitowoc County | | | | | | | | |
| 38 002 | T CATO | 145,304,700 | 0.010514 | 54,953.72 | 12,984.86 | 67,938.68 | 48,974.38 | 116,913.04 |
| 38 004 | T CENTERVILLE | 71,095,600 | 0.005144 | 26,888.10 | 6,353.36 | 33,241.46 | 23,982.49 | 57,203.95 |
| 38 006 | T COOPERSTOWN | 6,626,331 | 0.000479 | 2,506.05 | 592.15 | 3,098.20 | 2,233.39 | 5,331.59 |
| 38 008 | T EATON | 74,579,069 | 0.005396 | 28,205.54 | 6,664.68 | 34,870.22 | 25,136.57 | 60,006.77 |
| 38 010 | T FRANKLIN | 104,423,400 | 0.007556 | 39,492.66 | 9,331.68 | 48,824.22 | 35,185.48 | 84,019.70 |
| 38 012 | T GIBSON | 94,172,414 | 0.006814 | 35,615.67 | 8,415.59 | 44,031.26 | 31,740.43 | 75,771.69 |
| 38 014 | T KOSSUTH | 163,940,300 | 0.011883 | 62,001.64 | 14,650.31 | 76,651.95 | 55,255.41 | 131,907.36 |
| 38 016 | T LIBERTY | 138,845,600 | 0.010047 | 52,510.92 | 12,407.75 | 64,918.67 | 48,797.34 | 111,716.01 |
| 38 018 | T MANITOWOC | 89,586,500 | 0.006482 | 33,881.30 | 8,005.78 | 41,887.08 | 30,194.76 | 72,081.84 |
| 38 020 | T MANITOWOC RAPIDS | 204,525,900 | 0.014799 | 77,350.97 | 18,277.19 | 95,628.16 | 68,934.62 | 164,562.78 |
| 38 022 | T MAPLE GROVE | 48,412,619 | 0.003358 | 17,553.09 | 4,147.60 | 21,700.69 | 16,643.18 | 37,343.87 |
| 38 024 | T MEEME | 112,911,800 | 0.008170 | 42,702.84 | 10,080.21 | 52,783.05 | 38,056.47 | 90,849.52 |
| 38 026 | T MISHICOT | 81,609,600 | 0.006629 | 34,646.43 | 8,168.57 | 42,815.00 | 30,876.64 | 73,691.64 |
| 38 028 | T NEWTON | 222,840,100 | 0.016125 | 84,277.34 | 19,913.81 | 104,191.15 | 75,107.34 | 179,298.49 |
| 38 030 | T ROCKLAND | 59,691,060 | 0.004312 | 22,537.13 | 5,325.28 | 27,862.41 | 20,084.92 | 47,947.33 |
| 38 032 | T SCHLESWIG | 228,487,300 | 0.018532 | 86,405.53 | 20,418.68 | 106,824.21 | 77,003.98 | 183,828.17 |
| 38 034 | T TWO CREEKS | 43,887,300 | 0.003176 | 16,598.02 | 3,921.93 | 20,519.95 | 14,792.04 | 35,311.99 |
| 38 038 | T TWO RIVERS | 133,851,400 | 0.009685 | 50,822.13 | 11,981.45 | 62,803.58 | 45,114.07 | 107,917.65 |
| 38 112 | V CLEVELAND | 83,870,500 | 0.006054 | 31,643.89 | 7,477.10 | 39,120.99 | 28,200.80 | 67,321.79 |
| 38 126 | V FRANCIS CREEK | 37,765,800 | 0.002733 | 14,282.89 | 3,374.89 | 17,657.78 | 12,726.81 | 30,384.59 |
| 38 132 | V KELLNERSVILLE | 12,354,500 | 0.000894 | 4,672.43 | 1,104.04 | 5,776.47 | 4,164.04 | 9,940.51 |
| 38 151 | V MISHICOT | 80,177,300 | 0.005802 | 30,322.77 | 7,164.94 | 37,487.71 | 27,023.43 | 64,511.14 |
| 38 176 | V REEDSVILLE | 49,449,100 | 0.003578 | 18,701.47 | 4,418.95 | 23,120.42 | 16,666.63 | 39,787.05 |
| 38 181 | V SAINT NAZIANZ | 38,434,800 | 0.002761 | 14,535.91 | 3,434.67 | 17,970.58 | 12,954.29 | 30,924.87 |
| 38 186 | V VALDERS | 53,160,000 | 0.003847 | 20,104.92 | 4,750.57 | 24,855.49 | 17,917.37 | 42,772.86 |
| 38 191 | V WHITELAW | 38,898,300 | 0.002815 | 14,711.20 | 3,476.09 | 18,187.29 | 13,110.52 | 31,297.81 |
| 38 241 | C KIEL | 240,187,000 | 0.017380 | 90,837.88 | 21,463.99 | 112,301.87 | 80,954.04 | 193,255.91 |
| 38 258 | C MANITOWOC | 1,793,994,700 | 0.129812 | 678,482.46 | 160,317.95 | 838,800.41 | 604,658.58 | 1,443,458.99 |
| 38 288 | C TWO RIVERS | 480,077,300 | 0.034738 | 181,563.54 | 42,901.47 | 224,465.01 | 161,808.09 | 388,273.10 |
| Manitowoc County Total | | 4,840,640,293 | 0.357515 | 1,868,608.34 | 441,531.60 | 2,310,139.94 | 1,665,280.07 | 3,975,430.01 |
| Ozaukee County | | | | | | | | |
| 45 002 | T BELGIUM | 142,526,930 | 0.010313 | 53,903.18 | 12,736.73 | 66,639.91 | 48,038.12 | 114,678.03 |
| 45 006 | T FREDONIA | 106,539,665 | 0.007709 | 40,292.93 | 9,520.78 | 49,813.71 | 35,908.75 | 85,722.46 |
| 45 106 | V BELGIUM | 142,848,900 | 0.010336 | 54,024.95 | 12,785.50 | 66,810.45 | 48,146.64 | 114,957.09 |
| Ozaukee County Total | | 391,915,495 | 0.028359 | 148,221.06 | 35,023.01 | 183,244.07 | 132,093.51 | 315,337.58 |
| Sheboygan County | | | | | | | | |
| 59 002 | T GREENBUSH | 137,546,139 | 0.009953 | 52,019.46 | 12,291.63 | 64,311.09 | 46,359.37 | 110,670.46 |
| 59 004 | T HERMAN | 133,496,800 | 0.009680 | 50,488.02 | 11,929.76 | 62,417.78 | 44,894.55 | 107,312.33 |
| 59 006 | T HOLLAND | 313,188,000 | 0.022662 | 118,446.60 | 27,987.63 | 146,434.23 | 105,558.73 | 251,992.96 |
| 59 008 | T LIMA | 220,670,900 | 0.015968 | 83,458.96 | 19,719.96 | 103,178.92 | 74,376.22 | 177,555.14 |
| 59 010 | T LYNDON | 165,171,300 | 0.011952 | 62,487.20 | 14,760.31 | 77,247.51 | 55,670.32 | 132,917.83 |
| 59 012 | T MITCHELL | 112,497,200 | 0.008140 | 42,546.04 | 10,053.16 | 52,599.20 | 37,916.73 | 90,515.93 |
| 59 014 | T MOSEL | 129,631,600 | 0.009380 | 49,028.21 | 11,584.36 | 60,612.57 | 43,691.80 | 104,302.37 |
| 59 016 | T PLYMOUTH | 325,637,300 | 0.023563 | 123,154.68 | 29,100.14 | 152,254.82 | 109,754.72 | 262,009.74 |
| 59 018 | T RHINE | 334,344,100 | 0.024193 | 126,447.76 | 29,878.22 | 156,325.98 | 112,689.31 | 269,015.29 |
| 59 020 | T RUSSELL | 28,364,972 | 0.002052 | 10,727.53 | 2,534.80 | 13,262.33 | 9,560.30 | 22,822.63 |
| 59 022 | T SCOTT | 141,948,900 | 0.010271 | 53,884.57 | 12,685.07 | 66,569.64 | 47,843.30 | 114,412.94 |
| 59 024 | T SHEBOYGAN | 709,133,600 | 0.051312 | 268,191.82 | 63,370.78 | 331,562.60 | 239,010.58 | 570,573.18 |
| 59 026 | T SHEBOYGAN FALLS | 200,233,600 | 0.014489 | 75,727.84 | 17,893.81 | 93,621.65 | 67,487.92 | 161,109.57 |
| 59 028 | T SHERMAN | 138,609,500 | 0.010030 | 52,421.82 | 12,388.85 | 64,810.67 | 46,717.77 | 111,528.04 |
| 59 030 | T WILSON | 376,337,300 | 0.027159 | 141,951.24 | 33,541.52 | 175,492.76 | 128,505.90 | 303,998.66 |
| 59 101 | V ADELL | 34,924,500 | 0.002527 | 13,208.32 | 3,120.98 | 16,329.30 | 11,771.16 | 28,100.48 |
| 59 111 | V CASCADE | 38,961,700 | 0.002819 | 14,735.18 | 3,481.76 | 18,216.94 | 13,131.88 | 31,348.82 |
| 59 112 | V CEDAR GROVE | 138,673,600 | 0.009890 | 51,689.47 | 12,213.65 | 63,903.12 | 46,065.29 | 109,968.41 |
| 59 121 | V ELKHART LAKE | 277,780,400 | 0.020101 | 105,059.35 | 24,824.37 | 129,883.72 | 93,628.12 | 223,511.84 |
| 59 131 | V GLENBEULAH | 29,166,600 | 0.002112 | 11,038.27 | 2,808.22 | 13,846.49 | 9,837.22 | 23,683.71 |
| 59 135 | V HOWARDS GROVE | 225,854,600 | 0.016343 | 85,417.41 | 20,183.20 | 105,600.61 | 78,123.37 | 183,723.98 |
| 59 141 | V KOHLER | 404,614,200 | 0.029278 | 153,023.66 | 38,157.81 | 191,181.47 | 138,373.56 | 329,555.03 |
| 59 165 | V OOSTBURG | 169,630,500 | 0.012274 | 64,153.66 | 15,158.80 | 79,312.46 | 57,173.27 | 136,485.73 |
| 59 176 | V RANDOM LAKE | 139,127,700 | 0.010067 | 52,617.60 | 12,432.96 | 65,050.56 | 48,892.43 | 113,942.99 |
| 59 191 | V WALDO | 29,803,400 | 0.002157 | 11,271.54 | 2,683.34 | 13,954.88 | 10,045.12 | 23,999.00 |
| 59 271 | C PLYMOUTH | 606,958,500 | 0.043919 | 229,548.80 | 54,239.86 | 283,788.66 | 204,672.21 | 488,460.87 |
| 59 281 | C SHEBOYGAN | 2,326,529,000 | 0.168348 | 879,885.05 | 207,907.18 | 1,087,792.23 | 784,147.04 | 1,871,939.27 |
| 59 282 | C SHEBOYGAN FALLS | 570,878,200 | 0.041294 | 215,828.48 | 50,997.90 | 266,826.38 | 182,344.75 | 449,171.13 |
| Sheboygan County Total | | 8,456,642,111 | 0.611909 | 3,198,234.34 | 755,707.63 | 3,953,941.97 | 2,850,242.94 | 6,804,184.91 |
| Total | | 13,819,833,389 | 1.000000 | 5,226,649.97 | 1,234,899.84 | 6,481,649.91 | 4,657,952.09 | 11,119,602.00 |

**Lakeshore Technical College
2016-17**

| <u>Municipality</u> | <u>(TID Out) Equalized Valuations</u> | <u>Percent of Total</u> | <u>General</u> | <u>Special Revenue</u> | <u>Operating Total</u> | <u>Debt Service</u> | <u>Total</u> |
|--|---|-----------------------------|------------------|----------------------------|----------------------------|-------------------------|-------------------|
| <u>City, Town & Village Summary</u> | | | | | | | |
| Towns | 5,778,184,289 | 0.418105 | 2,185,289 | 516,360 | 2,701,649 | 1,847,513 | 4,649,162 |
| Villages | 2,023,326,400 | 0.148408 | 785,216 | 180,812 | 946,027 | 681,854 | 1,627,881 |
| Cities | <u>6,018,422,700</u> | <u>0.435489</u> | <u>2,276,146</u> | <u>537,828</u> | <u>2,813,975</u> | <u>2,028,485</u> | <u>4,842,459</u> |
| | <u>13,818,933,389</u> | <u>1.000000</u> | <u>5,226,650</u> | <u>1,235,000</u> | <u>6,461,650</u> | <u>4,657,952</u> | <u>11,119,602</u> |
| <u>County Summary</u> | | | | | | | |
| 08 Calumet | 30,635,490 | 0.002217 | 11,588 | 2,738 | 14,324 | 10,328 | 24,650 |
| 38 Manitowoc | 4,940,840,293 | 0.357515 | 1,868,608 | 441,532 | 2,310,140 | 1,665,290 | 3,975,430 |
| 45 Ozaukee | 391,915,485 | 0.028359 | 148,221 | 35,023 | 183,244 | 132,084 | 315,338 |
| 59 Sheboygan | <u>8,456,542,111</u> | <u>0.611809</u> | <u>3,198,234</u> | <u>755,708</u> | <u>3,953,942</u> | <u>2,850,243</u> | <u>6,804,185</u> |
| | <u>13,818,933,389</u> | <u>1.000000</u> | <u>5,226,650</u> | <u>1,235,000</u> | <u>6,461,650</u> | <u>4,657,952</u> | <u>11,119,602</u> |
| Tax Rate | | 0.80461 | | | 0.46756 | 0.33705 | 0.80461 |

VI

3.9

CORRECTED COPY

R. C. No. 212 - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 346-15-16 by Finance, R. O. No. 78-15-16 and R. O. No. 115-16-17 by the City Clerk submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11th St. next to the restaurant and store; recommends that the claim be denied and to direct the City Attorney to send a Notice of Disallowance.

*Consent
Donohue / Wolf.
Ac & Ad.*

John B. [Signature]

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

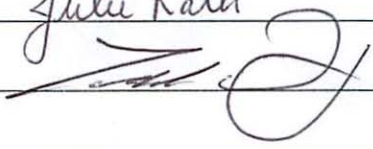
VI

7.15

R. C. No. 346- 15 - 16. By FINANCE. March 21, 2016.


Your Committee to whom was referred R. O. No. 78-15-16 by the City Clerk submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11th St. next to the restaurant and store; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to
new Council
(2016-2017)
deny & send Not
of Disallowance.*

Julie Kath


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

3.3

R. O. No. 78 - 15 - 16. By CITY CLERK. July 20, 2015.

Submitting a claim from Janet Nelson for alleged injuries when she tripped and fell on the sidewalk on N. 11th St. next to restaurant and store.

Inance

City Clerk

W. W.

五

48

DATE RECEIVED 07-08-15

RECEIVED BY MM11

CLAIM NO. 08-15

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 8 '15 AM 10:54

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

1. Name of Claimant: Janet Nelson
2. Home address of Claimant: 2504 Main Ave., Sheboygan
3. Home phone number: 920-457-5389
4. Business address and phone number of Claimant: 1029 Michigan Ave., Sheboygan, 920-458-1295
5. When did damage or injury occur? (date, time of day) 6/30/15 @ 9:45 a.m.
6. Where did damage or injury occur? (give full description) on N. 11th Street sidewalk next to restaurant + store.
7. How did damage or injury occur? (give full description) Foot got caught on the cement and tripped.
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: N/A
 - (b) Claimant's statement of the basis of such liability: N/A
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: Sidewalk next to the restaurant + Salvation Army on N. 11th St.
 - (b) Claimant's statement of basis for such liability: Loss of wages, damage to personal items + bodily injury

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").

Cuts to my forehead & lump above @ temple. Broken @ elbow & 6 in. (approx.) bruise to @ hip. Broken glasses.

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

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

Auto: \$ N/A

Property: \$ unknown @ this time

Personal injury: \$ unknown @ this time

Other: (Specify below) \$ _____

TOTAL

Damaged vehicle (if applicable)

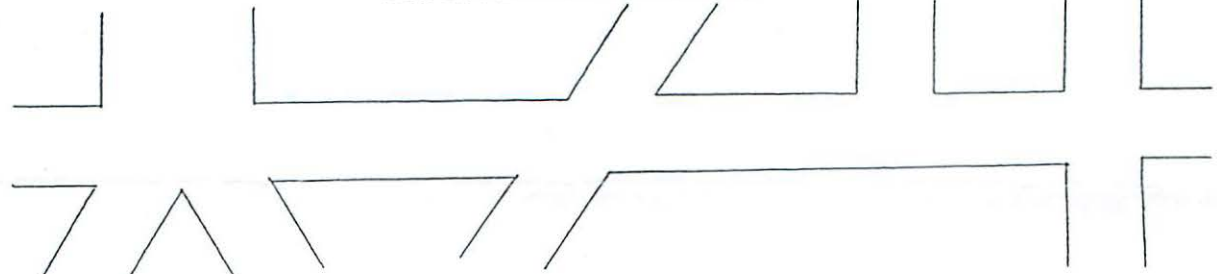
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

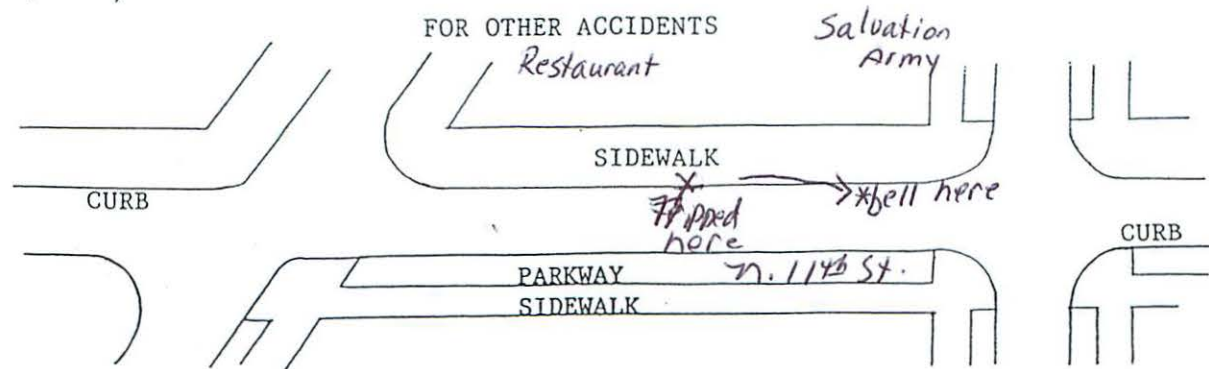
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Janet Nelson Date: 7/5/15

DATE RECEIVED 07-08-15

RECEIVED BY MMI

CLAIM NO. 08-15

CLAIM

| | | | |
|----------------------|-------------------------|-----------------------|----------|
| Claimant's Name: | <u>Janet Nelson</u> | Auto | \$ _____ |
| Claimant's Address: | <u>2504 Main Ave.</u> | Property | \$ _____ |
| | <u>Sheboygan, 53083</u> | Personal Injury | \$ _____ |
| Claimant's Phone No. | <u>920-457-5389</u> | Other (Specify below) | \$ _____ |
| | | TOTAL | _____ |

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

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

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

**Have not received any bills or invoices @ this time.*

SIGNED: Janet Nelson DATE: 7/5/15

ADDRESS: 2504 Main Ave.

Sheboygan, WI 53083

Other Matters

7.4

II

R. O. No. 115 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a claim from A.F. Group on behalf of Janet Nelson for alleged injuries when she tripped on uneven pavement of the sidewalk outside of her place of employment at the Salvation Army.

Inance

City Clerk

DATE RECEIVED 7-11-16

RECEIVED BY MD

CLAIM NO. 13-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 12 '16 PM 4:44

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: A.F. Group on behalf of Janet Nelson
2. Home address of Claimant: P.O. Box 40785, Lansing MI 48901
3. Home phone number: 262-787-7882 Attn: Marnie Roberts
4. Business address and phone number of Claimant: Janet Nelson, 2504 Main Ave, Sheboygan, WI 53083
5. When did damage or injury occur? (date, time of day) 6/30/2015 9:45 am
6. Where did damage or injury occur? (give full description) Salvation Army, 1029 Michigan Ave, Sheboygan, WI & sidewalk
7. How did damage or injury occur? (give full description) Our employee tripped on uneven pavement on the sidewalk outside her place of employment at Salvation Army.
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: not known
 - (b) Claimant's statement of the basis of such liability: Failure to properly inspect and maintain the pavement allowed this hazard to exist.
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: pavement/sidewalk in front of the Salvation Army
 - (b) Claimant's statement of basis for such liability: Failure to properly inspect and detect this hazard on the city sidewalk.

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").

Our employee fractured her right elbow.

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

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ 23,233.48 to date

Other: (Specify below) \$ _____

TOTAL \$ 23,233.48

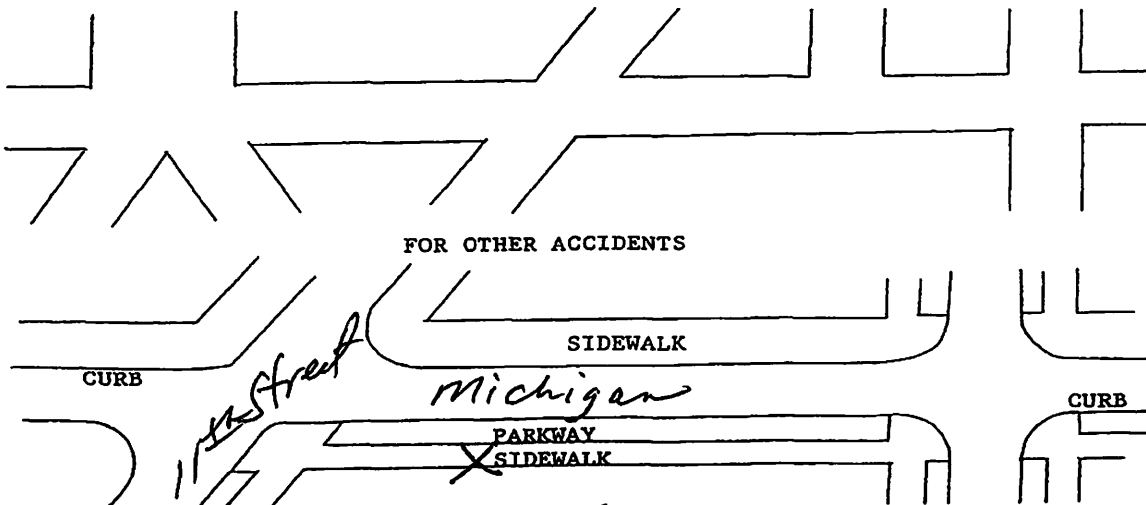
Damaged vehicle (if applicable)

Make: NA 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

W. M. Roberts

DATE

7/11/16

A.F. Group,
Workers Compensation carrier

DATE RECEIVED 7-11-16

RECEIVED BY MD.

CLAIM NO. _____

| | | | |
|----------------------|---|-----------------------|---------------------|
| Claimant's Name: | <u>A.F. Group on behalf of Janet Nelson</u> | Auto | \$ _____ |
| Claimant's Address: | <u>P.O. Box 40785</u> | Property | \$ _____ |
| | <u>Lansing, MI 48901</u> | Personal Injury | \$ <u>23,233.48</u> |
| Claimant's Phone No. | <u>262-787-7882</u> | Other (Specify below) | \$ _____ |
| | <u>Astr: Marnie Roberts</u> | TOTAL | \$ <u>23,233.48</u> |

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 \$ 23,233.48. Our claim 40500009725

SIGNED [Signature] DATE: 7/11/16

ADDRESS: P.O. Box 40785, Lansing MI 48901

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

VI

R. C. No. - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. O. No. 29-16-17 by the City Clerk submitting a Notice of Claim from State Farm Insurance submitting for Koua Moua for an alleged snowplow damage to a vehicle on N. 7th St.; recommends that the claim be paid in the amount of \$5,000.

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

R. O. No. 29 - 16 - 17. By CITY CLERK. May 16, 2016.

Submitting a Notice of Claim from State Farm Insurance submitting for Koua Moua for an alleged snowplow damage to a vehicle on N. 7th St. on March 1, 2016. The amount of the claim is pending. (This information was received from a phone call from a State Farm Insurance Representative to Laurie Suhrke).

*Invoice
pay claim in
the amt of \$5,000*

City Clerk

Pending claim # 03-16.

Providing Insurance and Financial Services
Home Office, Bloomington, IL



March 28, 2016

City Of Sheboygan
828 Center Ave Ste 205
Sheboygan WI 53081-4442

State Farm Claims
PO Box 106135
Atlanta GA 30385

RE: Claim Number: 49-837N-482
Date of Loss: March 01, 2016
Our Insured: Koua Moua

To Whom It May Concern:

Our records indicate you were involved in an automobile accident with our insured on March 01, 2016 when your snow plow driver hit a State Farm insured parked car. If you do not own the vehicle you were operating, please provide us the name and address of the current owner.

If you have automobile insurance coverage, please provide us with the following information:

Your Insurance Carrier:

Address: _____

Policy Number/Claim #: _____

Agent/Claim Rep. Name: _____

Phone #: _____

I have reported this accident to my Company: Yes No

If you do not have insurance, please contact us immediately.

Please return your response within 10 days from the date of this letter.

Thank you for your assistance. If you have any questions, please contact us.

49-837N-482
Page 2
March 28, 2016

Sincerely,

State Farm Insurance Companies
Auto Claims Services
(800) 949-0493 Ext. 27

State Farm Mutual Automobile Insurance Company

Enclosure: Envelope

Richards, Susan

From: Suhrke, Laurie
Sent: Friday, May 13, 2016 11:46 AM
To: Richards, Susan
Subject: FW: notice of claim
Attachments: VL1ShUIw==&documentId=%7B20160328-2209-3625-5666-375D00000030%7D&tokenDocumentId=0007833207832&tokenClaimId=0011209664587&docClass=ECSDocuments.pdf

I sent this to Meredith yesterday – can it go on other matters??

From: Suhrke, Laurie
Sent: Thursday, May 12, 2016 1:16 PM
To: DeBruin, Meredith
Subject: notice of claim

Meredith –

Per Chuck –

Please submit the attachment as a Notice of Claim - State Farm Insurance submitting for Koua Moua
Snowplow damaged vehicle on N 7th St
Date of incident 3/1/16

Amount – pending

The above information I received on this was from a phone call from State Farm Insurance Rep.

Thanks –

Laurie

From: STATEFARMCLAIMS@STATEFARM.COM [<mailto:statefarmclaims@statefarm.com>]
Sent: Thursday, May 12, 2016 9:15 AM
To: Suhrke, Laurie
Subject: Requested letter

June 16, 2016

City Of Sheboygan-Office Of The City Attorney
828 Center Ave Ste 304
Sheboygan WI 53081-4442

Sub Auto Litigation Office
PO Box 106172
Atlanta GA 30348-6172

Certified Mail - Return Receipt Requested

RE: Claim Number: 49-837N-482
Our Insured: Koua Moua
Date of Loss: March 01, 2016
Your Insured: City Of Sheboygan-Office Of The City Attorney
Your Insured Driver: Timothy Lee
Loss Location: N 7th St, Sheboygan, WI

To Whom It May Concern:

Facts of Loss:

Your vehicle hit our insureds parked vehicle, causing damage.

It is our understanding that you are self insured. Our investigation indicates you are responsible for this claim. Therefore, we are seeking recovery from you. This letter is to notify you of our subrogation claim and request your cooperation in settling this matter.

To assist you in your review, here is a breakdown of the amounts State Farm® paid by Cause of Loss:

| | |
|---------------------------------|------------|
| 041/045 - Uninsured Motorist BI | \$0 |
| 042 - Uninsured Motorist PD | \$0 |
| 300 series/400 - Comp/Collision | \$5213.92 |
| 501 - Rental/Loss of Use | \$0 |
| 600-050 - Med Pay/PIP | \$0 |
| Other | \$0 |
| Salvage Recovery | \$0 |
| Amount State Farm Paid | \$5,213.92 |
| Insured Deductible | \$250.00 |
| Total Claim Amount | \$5,463.92 |

Based on the assessment of liability between the parties, State Farm Mutual Automobile Insurance Company is seeking 100% of the Total Claim Amount listed above. The amount payable to State Farm Mutual Automobile Insurance Company for this loss is \$5,463.92.


received
6-20-16

49-837N-482
Page 2
June 16, 2016

Please remit payment of this claim and include our claim number on the payment. If you have any questions or need additional information, please call me at the number listed below. If I am not available, any other member of my team may assist you. Thank you for your cooperation.

In order to assist you in evaluating and processing the subrogation claim we are asserting, we may provide nonpublic personal information about our customer. We are sharing this information to effect, administer, or enforce a transaction authorized by the consumer. However, you are neither authorized nor permitted to: (1) use the customer information we provided for any purpose other than to evaluate and process the subrogation claim, or (2) disclose or share the customer information we provide for any purpose other than to evaluate and process the subrogation claim.

Sincerely,



Charlie Cartwright
Claim Associate
(877) 787-8276 Ext. 6156923735
Fax: (866) 231-9276

State Farm Mutual Automobile Insurance Company

Enclosure

PS: 7016 0910 0000 8063 1840

DATE RECEIVED 6-20-16

RECEIVED BY _____

CLAIM NO. 03-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: State Farm Ins also Koua Moua
- 2. Home address of Claimant: PO Box 106172 Atlanta GA 30348
- 3. Home phone number: 615-692-6941
- 4. Business address and phone number of Claimant: Same

5. When did damage or injury occur? (date, time of day) 3/1/16 ~~at 7:07 PM~~

6. Where did damage or injury occur? (give full description) N. 7th St. Sheboygan

7. How did damage or injury occur? (give full description) your vehicle hit our insureds parked vehicle, causing damage.

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: Timothy Lee

(b) Claimant's statement of the basis of such liability: failure to maintain control

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: N/A

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

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").

rear drivers side "no injuries"

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

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

Auto: \$ 5463.92
 Property: \$ _____
 Personal injury: \$ _____
 Other: (Specify below) \$ _____
 TOTAL 5463.92

Damaged vehicle (if applicable)

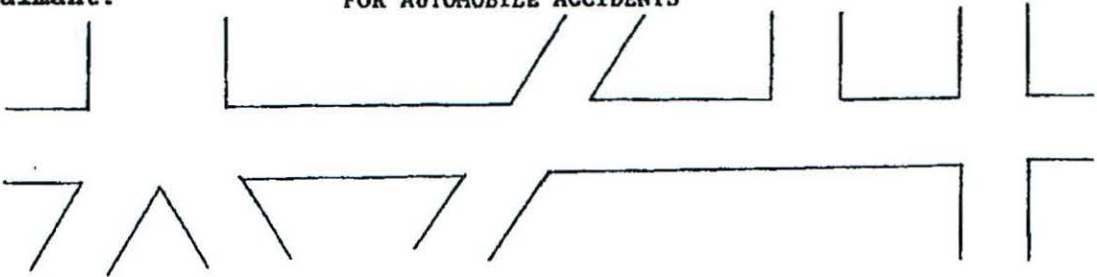
Make: Nissan Model: Altima Year: 2012 Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

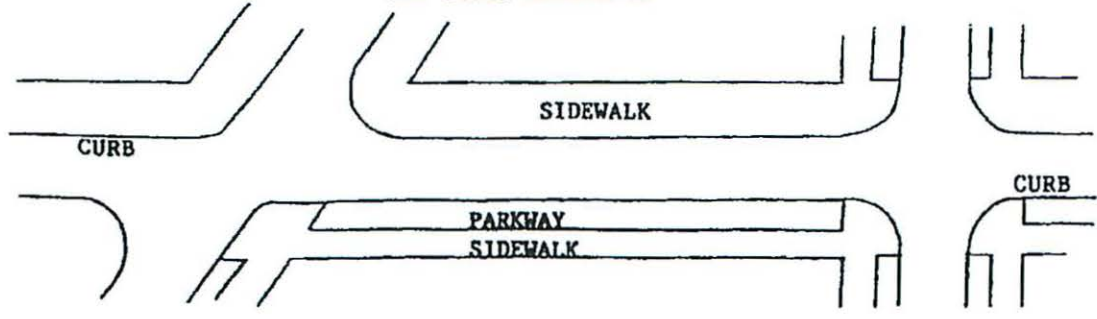
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: [Signature] Date: 6/16/16

DATE RECEIVED 6-20-16

RECEIVED BY _____

CLAIM NO. 3-16

CLAIM

| | | |
|---|-----------------------|----------------------|
| Claimant's Name: <u>State Farm Ins. also Kowa ^{Maha}</u> | Auto | \$ <u>5463.92</u> |
| Claimant's Address: <u>PO Box 106172</u> | Property | \$ <u> </u> |
| <u>Atlanta GA 30348</u> | Personal Injury | \$ <u> </u> |
| Claimant's Phone No. <u>615-692-6941</u> | Other (Specify below) | \$ <u> </u> |
| | TOTAL | <u>5463.92</u> |

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 \$ 5463.92.

SIGNED: [Signature] DATE: 6/16/16

ADDRESS: PO Box 106172 Atlanta GA 30348

StateFarm



RBZ0006Z

State Farm Mutual Automobile Insurance Company

Auto Payments by COL

Route To: Kassi Wooton

BASIC CLAIM INFORMATION

Claim Number: 49-837N-482
Date of Loss: 03-01-2016
Policy Number: 0895-567-49B
Named Insured: MOUA, KOUA

400 - COLL

C denotes consolidated payment
E denotes EFT payment
P previously converted payment from CAT/CMR

| <u>Payment Number</u> | <u>Issued Date</u> | <u>Participant</u> | <u>Payable COL</u> | <u>Pay Cd</u> | <u>Status</u> | <u>Amount</u> | <u>Auth ID</u> | <u>Rsn Cd</u> |
|-----------------------|--------------------|--------------------|--------------------|---------------|---------------|-------------------|----------------|---------------|
| 105067090K E | 05-23-2016 | Named Insured(s) | 400 | 1 | Paid | \$5,213.92 | ECSAPY | |
| Total: | | | | | | \$5,213.92 | | |

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

*** SUPPLEMENT 2 ***

S2 03/14/2016 11:39 AM
05/16/2016 10:36 AM

Owner

Owner: KOUA MOUA
Address: 1623 N 23RD ST
City State Zip: SHEBOYGAN, WI 53081-2104
Cell: (920)452-6522
Home/Evening: (920)452-6522
FAX:

Control Information

Claim # : 49-837N-48201
Loss Date/Time: 03/01/2016 07:00 AM
Deductible: \$250.00
Ins. Company: State Farm
Insured: KOUA MOUA
Address:
Claim Rep: Prop E1/3 ACC CP Team HI IN OR WI N
Address:
Insured Policy # :
Loss Type: Collision
Cell: (920)452-6522
Home/Evening: (920)452-6522
Work/Day: (800)949-0493x27

Inspection

Inspection Date: 03/15/2016 07:11 AM
Inspection Location: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Primary Impact: Left Rear Side
Driveable: Yes
Inspection Type: Select Service
Contact: Phil Black
Work/Day: (920)457-5494x
FAX: (920)457-6495x
Secondary Impact:
Rental Assisted:
Assigned Date/Time:
First Contact Date/Time:
Appraiser Name: PHIL BLACK
Orig Appraiser Name: PHIL BLACK
Received Date/Time: 03/23/2016 04:56 PM
Appointment Date/Time: 03/24/2016 07:00 AM
Appraiser License # :
Appraiser License # :

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081
Repair Start Date/Time: 05/10/2016 01:05 PM
Repair Complete Date/Time: 05/20/2016 01:51 PM
Target Complete Date/Time: 05/23/2016 01:05 PM
Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495
Vehicle Drop Off Date/Time: 05/10/2016 01:05 PM
Vehicle Pick Up Date/Time: 05/20/2016 01:51 PM
Days To Repair: 7*

Remarks

*** Final Bill ***
 *** SIGNATURE SECURED - FINAL BILL ***

Vehicle

2012 Nissan Altima 2.5 S 4 DR Sedan
 4cyl Gasoline 2.5
 Continuously Variable Tr

Lic.Plate: 767-UJR
Lic Expire:
Prod Date: 09/2011
Veh Insp# :
Condition:
Ext. Color: LIQUID PLATINUM MET
Ext. Refinish: Two-Stage
Ext. Paint Code: K23

Lic State: WI
VIN: 1N4AL2AP0CN448321
Mileage: 78,908
Mileage Type: Actual
Code: Z1873B
Int. Color:
Int. Refinish: Two-Stage
Int. Trim Code:

Options

| | | |
|-------------------------|--------------------------|-------------------------|
| 2nd Row Head Airbags | AM/FM CD Player | Air Conditioning |
| Alarm System | Anti-Lock Brakes | Auxiliary Audio Input |
| Bodyside Moldings | Bucket Seats | Carpeting |
| Center Console | Chrome Trim | Color-Keyed Bumper(s) |
| Compact Spare Tire | Cruise Control | Driver Information Sys |
| Dual Airbags | Halogen Headlights | Head Airbags |
| Intermittent Wipers | Keyless Access System | Keyless Entry System |
| Keyless Ignition System | Lighted Entry System | Overhead Console |
| Power Brakes | Power Door Locks | Power Mirrors |
| Power Steering | Power Windows | Pwr Accessory Outlet(s) |
| Rear Window Defroster | Rem Trunk-L/Gate Release | Side Airbags |
| Split Folding Rear Seat | Stability Cntrl Suspensn | Steel Wheels |
| Tachometer | Theft Deterrent System | Tilt & Telescopic Steer |
| Tinted Glass | Tire Pressure Monitor | Traction Control System |
| Trip Computer | Velour/Cloth Seats | |

Damages

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% | B% | Hours | R |
|------------------------------|----|-------|----|--|----------------|-----------|------|--------|-------|----|
| Stripes And Mouldings | | | | | | | | | | |
| 1 | RI | 309 | | Mldg,Front Door Side LT | R & I Assembly | | | | 0.3 | SM |
| 2 | RI | 311 | | Mldg,Rear Door Side LT | R & I Assembly | | | | 0.2 | SM |
| Front Doors | | | | | | | | | | |
| 3 | BR | 209 | | Pnl,Front Door Outer LT High Strength Steel | Blend Refinish | | | | 1.2 | RF |
| | | | | | 0.8 Blend | | | | | |
| | | | | | 0.4 Two-stage | | | | | |
| 4 | RI | 271 | | Mldg,Front Door Belt LT | R & I Assembly | | | | 0.3 | SM |
| 5 | RI | 275 | | Housing,Mirror Outer LT | R & I Assembly | | | | 0.3 | SM |
| 6 | RI | 227 | | Handle,Front Door Otr LT | R & I Assembly | | | | 1.5 | SM |
| Rear Doors | | | | | | | | | | |
| 7 | RI | 1386 | | Speaker,Rear Door LT | R & I Assembly | | | | 0.2 | SM |
| 8 | EU | 287 | | Door Assembly,Rear LT >> >>Norbs | RECYCLED PART | \$300.00* | | +25.00 | 1.4 | SM |
| 9 | L | 287 | | Door Shell,Rear LT | Refinish | | | | 3.1 | RF |

| | | | | | | | | | |
|----|----|------|---------------------------|----------------|---------|--|----|-----|----|
| | | | | 1.6 Surface | | | | | |
| | | | | 1.0 Edge | | | | | |
| | | | | 0.5 Two-stage | | | | | |
| 10 | RI | 257 | W/Strip,Rear Door LT | R & I Assembly | | | | 0.5 | SM |
| 11 | RI | 334 | Mldg,Rear Door Belt LT | R & I Assembly | | | | INC | SM |
| 12 | RI | 307 | Pnl,Inner Door Trim LT | R & I Assembly | | | | INC | SM |
| 13 | E | 17 | Tape,Rear Door LT | 82813JA00A | \$31.07 | | S2 | 0.4 | SM |
| 14 | E | 1046 | Tape,Rear Door LT | 82813JA01A | \$16.58 | | S2 | 0.3 | SM |
| 15 | RI | 1046 | Tape,Rear Door LT | R & I Assembly | | | S2 | 0.2 | SM |
| 16 | RI | 295 | Glass,Rear Door T LT | R & I Assembly | | | | INC | SM |
| 17 | RI | 267 | Channel,Rear Glass Run LT | R & I Assembly | | | | 1.7 | SM |
| 18 | RI | 277 | Rear Vent Glass R & I LT | R & I Assembly | | | | 0.4 | SM |
| 19 | RI | 297 | Reg,Rear Door Glass LT | R & I Assembly | | | | 0.5 | SM |
| 20 | RI | 301 | Lock,Rear Door LT | R & I Assembly | | | | 0.3 | SM |
| 21 | RI | 262 | Rod,Rear Door Check LT | R & I Assembly | | | | 0.2 | SM |
| 22 | L | 305 | Handle,RR Door Outer LT | Refinish | | | | 0.4 | RF |
| | | | | 0.3 Surface | | | | | |
| | | | | 0.1 Two-stage | | | | | |
| 23 | RI | 305 | Handle,RR Door Outer LT | R & I Assembly | | | | INC | SM |
| 24 | RI | 1339 | Supt,RR Door Handle LT | R & I Assembly | | | | INC | SM |

Quarter And Rocker Panel

| | | | | | | | | | |
|----|----|-----|---|---------------------|-----------|--|----|-------|----|
| 25 | BR | 260 | Panel,Bodyside Otr Upr LT | Blend Refinish | | | | 0.7 | RF |
| | | | | 0.5 Blend | | | | | |
| | | | | 0.2 Two-stage | | | | | |
| 26 | BR | 187 | 13 Panel,Rocker LT | Blend Refinish | | | | 1.5 | RF |
| | | | | 0.6 Blend | | | | | |
| | | | | 0.6 Two-stage setup | | | | | |
| | | | | 0.3 Two-stage | | | | | |
| 27 | RI | 225 | Deflector,Rocker Panel LT | R & I Assembly | | | | INC | SM |
| 28 | RI | 69 | Mldg,Front Drip LT | R & I Assembly | | | | 0.2 | SM |
| 29 | RI | 75 | Mldg,Rear Drip LT | R & I Assembly | | | | 0.2 | SM |
| 30 | E | 347 | Panel,Quarter LT | 78101JA030 | \$895.35* | | S2 | 19.3* | SM |
| | | | >> >>Deducted 1.5 hr. for Glass overlap | | | | | | |
| 31 | L | 347 | Panel,Quarter LT | Refinish | | | S1 | 4.2 | RF |
| | | | | 2.0 Surface | | | | | |
| | | | | 1.5 Edge | | | | | |
| | | | | 0.7 Two-stage | | | | | |
| 32 | E | 397 | Door,Fuel Filler LT | G8830ZN5MA | \$79.45* | | S2 | INC | SM |
| 33 | L | 397 | Door,Fuel Filler LT | Refinish | | | | 0.4 | RF |
| | | | | 0.3 Surface | | | | | |
| | | | | 0.1 Two-stage | | | | | |
| 34 | RI | 82 | Deflector,Qtr Panel LT | R & I Assembly | | | | 0.4 | SM |
| 35 | I | 405 | Pocket,Tlmp Opening LT | Repair | | | S1 | 1.0* | SM |
| | | | High Strength Steel | | | | | | |
| 36 | L | 405 | Pocket,Tlmp Opening LT | Refinish | | | S1 | 0.4 | RF |
| | | | | 0.3 Surface | | | | | |
| | | | | 0.1 Two-stage | | | | | |

Inner Quarter & Panels

| | | | | | | | | | |
|----|---|-----|--------------------------|---------------|---------|--|----|------|----|
| 37 | E | 150 | Pocket,Fuel Filler LT | G8120ZN5MA | \$70.78 | | S1 | INC | SM |
| 38 | L | 150 | Pocket,Fuel Filler LT | Refinish | | | S1 | 0.1 | RF |
| | | | | 0.1 Surface | | | | | |
| 39 | I | 395 | 07 Pnl,Quarter Inner L/F | Repair | | | S1 | 1.0* | SM |
| 40 | L | 395 | 10 Pnl,Quarter Inner L/F | Refinish | | | S1 | 0.5* | RF |
| | | | | 0.2 Surface | | | | | |
| | | | | 0.3 Two-stage | | | | | |

Deck Lid And Back Glass

| | | | | | | | | | |
|----|----|------|----------------|----------------|--|--|--|-----|----|
| 41 | BR | 479 | Lid,Rear Deck | Blend Refinish | | | | 1.2 | RF |
| | | | | 1.1 Blend | | | | | |
| | | | | 0.1 Two-stage | | | | | |
| 42 | RI | 1073 | Pnl,Lid Finish | R & I Assembly | | | | 0.2 | SM |

| | | | | | | | | | |
|----|---|-----|------------------|------------|----------|--|----|-----|----|
| 43 | E | 285 | N/Plate,Deck Lid | 84896JA200 | \$32.53* | | S2 | 0.2 | SM |
| 44 | E | 331 | N/Plate,Deck Lid | 84895JA000 | \$31.16* | | S2 | 0.2 | SM |
| 45 | E | 323 | Emblem,Deck Lid | 84890JA000 | \$45.45* | | S2 | 0.2 | SM |

Rear Bumper

| | | | | | | | | | |
|----|----|-----|-----------------------|----------------|--|--|--|-----|----|
| 46 | RI | 566 | Rear Bumper Cover R&I | R & I Assembly | | | | INC | SM |
|----|----|-----|-----------------------|----------------|--|--|--|-----|----|

Rear Body, Lamps And Floor Pan

| | | | | | | | | | |
|----|----|-----|------------------------------------|---------------|----------|--------|--|-----|----|
| 47 | EU | 533 | Taillamp Assembly LT >> >>Norbs | RECYCLED PART | \$85.00* | +25.00 | | INC | SM |
|----|----|-----|------------------------------------|---------------|----------|--------|--|-----|----|

Manual Entries

| | | | | | | | | | |
|-----------------------------------|----|--|----------------------------|-----------------------|-----------|--|----|------|-----|
| 48 | L | | Cover Car Exterior | Refinish | \$5.00* | | | | RF |
| 49 | L | | Hazardous Waste Removal | Refinish | \$5.00* | | | | SM |
| 50 | N | | Mldg,RR Dr. Clean & Retape | ADDITIONAL OPERATION | \$5.00* | | | 0.3* | SM* |
| 51 | N | | TransFer Used Door Parts | ADDITIONAL OPERATION | | | | 1.5* | SM* |
| 52 | N | | Mldg,LF DR. Clean/Retape | ADDITIONAL OPERATION | \$5.00* | | | 0.3* | SM* |
| 53 | N | | Clean Up Used Door | ADDITIONAL OPERATION | | | S2 | 2.0* | SM* |
| 54 | L | | Corrosion Protection | Refinish | | | | 0.2* | RF |
| 55 | N | | De-Nib and polish | ADDITIONAL OPERATION | | | | | SM* |
| 56 | ET | | Ureth,adhes,bonding kits | Partial Replace Labor | \$45.00* | | | | SM* |
| 57 | TE | | LF Drip Mldg. Clips | Partial Replace Price | \$13.92* | | S2 | | SM* |
| 58 | TE | | LR Drip Mldg. Clips | Partial Replace Price | \$34.19* | | S2 | | SM* |
| 59 | TE | | Clips,Fasteners | Partial Replace Price | \$9.00* | | S2 | | SM* |
| 60 | SB | | Quarter Glass | Sublet Repair | \$120.00* | | S2 | | SM* |
| >> >>R&I Quarter Glass & Seal Kit | | | | | | | | | |

60 Items

| MC | Message |
|----|--|
| 07 | STRUCTURAL PART AS IDENTIFIED BY I-CAR |
| 10 | INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL |
| 13 | INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE |

Estimate Total & Entries

| | | | |
|-------------------------|----------------------|------------|------------|
| Gross Parts | | \$1,259.48 | |
| Other Parts | | \$450.00 | |
| Paint & Materials | 13.9 Hours @ \$36.00 | \$500.40 | |
| Line Item Markup | | \$96.25 | |
| Parts & Material Total | | | \$2,306.13 |
| Tax on Parts & Material | @ 5.000% | | \$115.31 |

| Labor | Rate | Replace Hrs | Repair Hrs | Total Hrs | |
|------------------|---------|-------------|------------|-----------|------------|
| Sheet Metal (SM) | \$56.00 | 29.6 | 6.1 | 35.7 | \$1,999.20 |
| Mech/Elec (ME) | \$56.00 | | | | |
| Frame (FR) | \$60.00 | | | | |
| Refinish (RF) | \$56.00 | 13.9 | | 13.9 | \$778.40 |

| | | | |
|-----------------------------------|----------|------------|-------------|
| Labor Total | | 49.6 Hours | \$2,777.60 |
| Tax on Labor | @ 5.000% | | \$138.88 |
| Sublet Repairs | | | \$120.00 |
| Tax on Sublet | @ 5.000% | | \$6.00 |
| Gross Total | | | \$5,463.92 |
| Less: Deductible | | | \$250.00- |
| Net Total | | | \$5,213.92 |
| Actual Supplement Total | \$212.97 | | |
| Less: Previous Net Total | | | \$5,000.95- |
| Net Supplement Total (Final Bill) | | | \$212.97 |



For more information regarding State Farm's promise of satisfaction relating to new non-original equipment manufacturer (non-OEM) and recycled parts, please visit: <http://st8.fm/7X4> or QR code.

Register online to check the status of your claim and stay connected with State Farm®. To register, go to statefarm.com and select Check the Status of a Claim. If you are already registered, thank you!

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

Audatex Estimating 7.0.813 S2 05/20/2016 01:51 PM REL 7.0.813 DT 03/01/2016 DB 05/15/2016
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**3.4 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
ESTIMATE CALCULATED USING THE 2.5 HOUR MAXIMUM ALLOWANCE FOR TWO-STAGE REFINISH OF NON-FLEX, EXTERIOR SURFACES.**

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

Op Codes

- | | | |
|----------------------------|---------------------------|--------------------------|
| * = User-Entered Value | E = New Part | NG = Replace NAGS |
| EC = ** NON-OEM PART | OE = Replace PXN OE Srpls | UE = Replace OE Surplus |
| ET = Partial Replace Labor | EP = ** NON-OEM PART | EU = RECYCLED PART |
| TE = Partial Replace Price | PM = REMAN/REBUILT PART | UM = REMAN/REBUILT PART |
| L = Refinish | PC = RECOND PART | UC = RECOND PART |
| TT = Two-Tone | SB = Sublet Repair | N = ADDITIONAL OPERATION |
| BR = Blend Refinish | I = Repair | IT = Partial Repair |
| CG = Chipguard | RI = R & I Assembly | P = Check |
| RP = RP-RELATED PRIOR | | |



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***** SUPPLEMENT RECONCILIATION *****

Supplement S2

| | |
|---|---|
| Claim # : 49-837N-48201 | Insured Policy # : |
| File # : | Claim Rep: Prop E1/3 ACC CP Team HI IN OR WI N |
| Insured: KOUA MOUA | Inspection Date/Time: 03/15/2016 07:11 AM |
| Owner Name: KOUA MOUA | |
| Appraiser Name: PHIL BLACK | |
| Vehicle: 2012 Nissan Altima 2.5 S 4 DR Sedan | |

| Deleted Lines | | | | | | | | | |
|---------------|-------|------------------------|-----------------|--|----------|------|----|-------|------|
| Line | Guide | Part | Operation | | Price | ADJ% | B% | Labor | Rate |
| 1 | 370 | Sealant Kit,Back Glass | ** NON-OEM PART | | \$25.00* | | | 0.2 | SM |

| Added Lines | | | | | | | | | |
|-------------|-------|-------------------|-----------------------|----|-----------|------|----|-------|------|
| Line | Guide | Part | Operation | | Price | ADJ% | B% | Labor | Rate |
| 2 | 17 | Tape,Rear Door LT | New Part | S2 | \$31.07 | | | 0.4 | SM |
| 3 | 1046 | Tape,Rear Door LT | New Part | S2 | \$16.58 | | | 0.3 | SM |
| 4 | | Clips,Fasteners | Partial Replace Price | S2 | \$9.00* | | | | SM* |
| 5 | | Quarter Glass | Sublet Repair | S2 | \$120.00* | | | | SM* |

| Changed Lines | | | | | | | | | |
|---------------|-------|---------------------|-----------------------|----|-----------|------|----|-------|------|
| Line | Guide | Part | Operation | | Price | ADJ% | B% | Labor | Rate |
| 6 | 285 | N/Plate,Deck Lid | New Part | S2 | \$32.53* | | | 0.2 | SM |
| | | N/Plate,Deck Lid | | | \$30.61 | | | 0.2 | SM |
| 7 | 323 | Emblem,Deck Lid | New Part | S2 | \$45.45* | | | 0.2 | SM |
| | | Emblem,Deck Lid | | | \$44.64 | | | 0.2 | SM |
| 8 | 331 | N/Plate,Deck Lid | New Part | S2 | \$31.16* | | | 0.2 | SM |
| | | N/Plate,Deck Lid | | | \$31.95 | | | 0.2 | SM |
| 9 | 347 | Panel,Quarter LT | New Part | S2 | \$895.35* | | | 19.3* | SM |
| | | Panel,Quarter LT | | S1 | \$870.64 | | | 20.8 | ME* |
| 10 | 397 | Door,Fuel Filler LT | New Part | S2 | \$79.45* | | | INC | SM |
| | | Door,Fuel Filler LT | | | \$69.36 | | | INC | SM |
| 11 | 1046 | Tape,Rear Door LT | R & I Assembly | S2 | | | | 0.2 | SM |
| | | Tape,Rear Door LT | | | | | | 0.3 | SM |
| 12 | | Clean Up Used Door | ADDITIONAL OPERATION | S2 | | | | 2.0* | SM* |
| | | Clean Up Used Door | | | | | | 1.0* | SM* |
| 13 | | LF Drip Mldg. Clips | Partial Replace Price | S2 | \$13.92* | | | | SM* |
| | | LF Drip Mldg. Clips | | S1 | \$12.69* | | | | SM* |
| 14 | | LR Drip Mldg. Clips | Partial Replace Price | S2 | \$34.19* | | | | SM* |
| | | LR Drip Mldg. Clips | | S1 | \$15.38* | | | | SM* |

| Calculation Changes | | | | | |
|--------------------------------------|---------|------------|---------|------------|------------------|
| | From | | To | Difference | |
| Gross Parts | | \$1,146.05 | | \$1,259.48 | \$113.43+ |
| Other Parts | | \$475.00 | | \$450.00 | \$25.00- |
| Tax on Parts & Material | 5.000% | \$110.89 | 5.000% | \$115.31 | \$4.42+ |
| SM - Sheet Metal | \$56.00 | \$840.00 | \$56.00 | \$1,999.20 | \$1,159.20+ |
| ME - Mech/Electrical | \$56.00 | \$1,164.80 | \$56.00 | \$0.00 | \$1,164.80- |
| Tax On Labor | 5.000% | \$139.16 | 5.000% | \$138.88 | \$0.28- |
| Sublet Repairs | | \$0.00 | | \$120.00 | \$120.00+ |
| Tax On Sublet | 5.000% | \$0.00 | 5.000% | \$6.00 | \$6.00+ |
| Actual Supplement 2 Net Total | | | | | \$212.97+ |

| Summary | | | | |
|--------------|------------|------------|----------|------------|
| | Net Total | Date | Time | Appraiser |
| Supplement 1 | \$5,000.95 | 05/12/2016 | 09:19 AM | |
| Supplement 2 | \$5,213.92 | 05/16/2016 | 10:36 AM | PHIL BLACK |

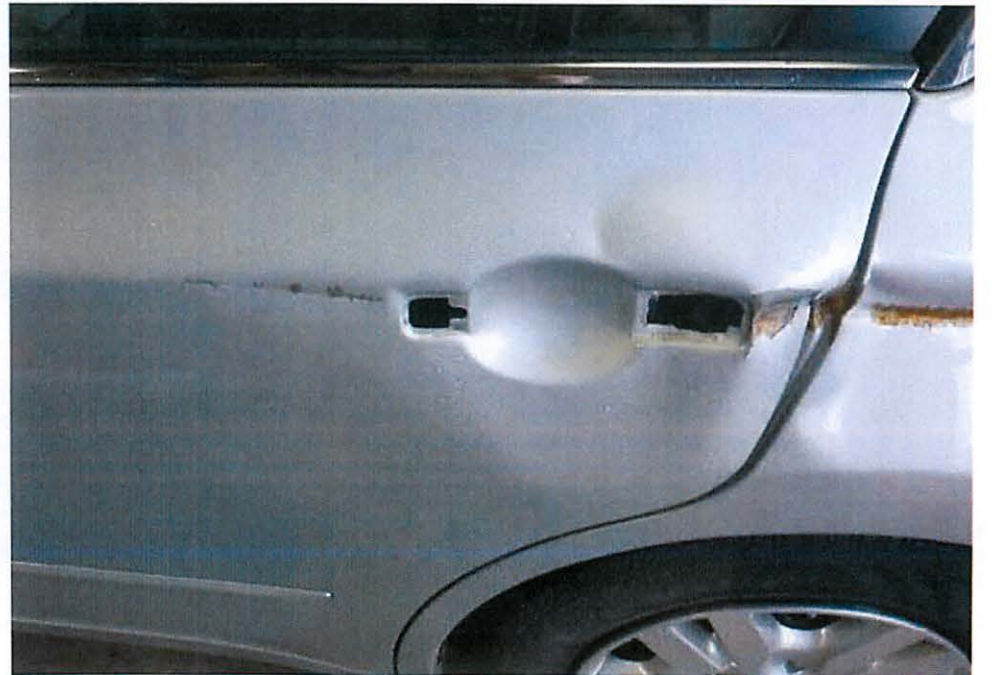
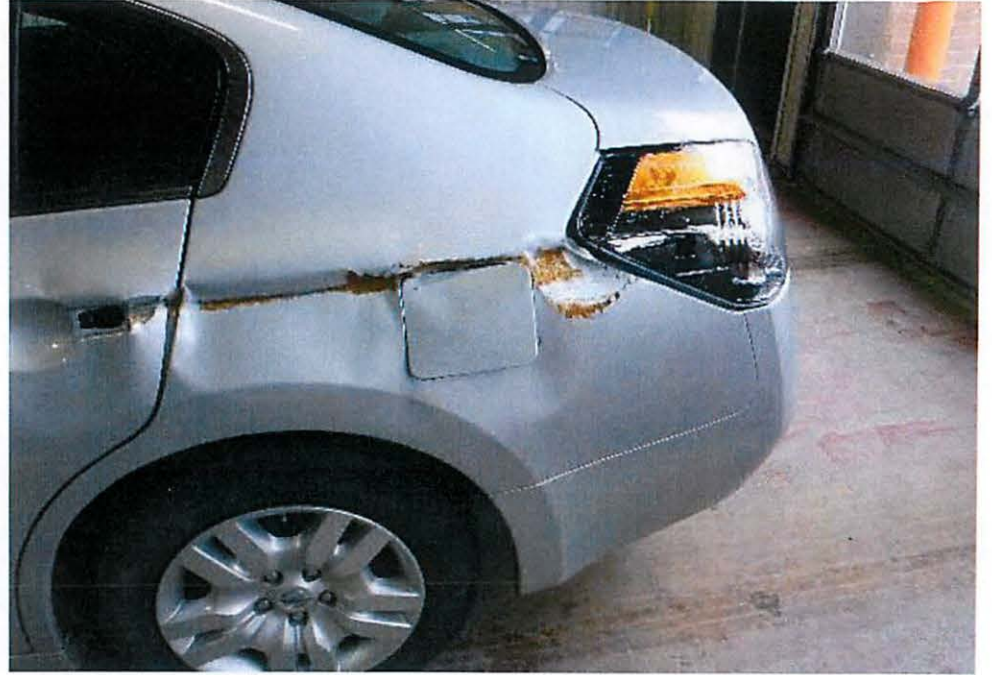


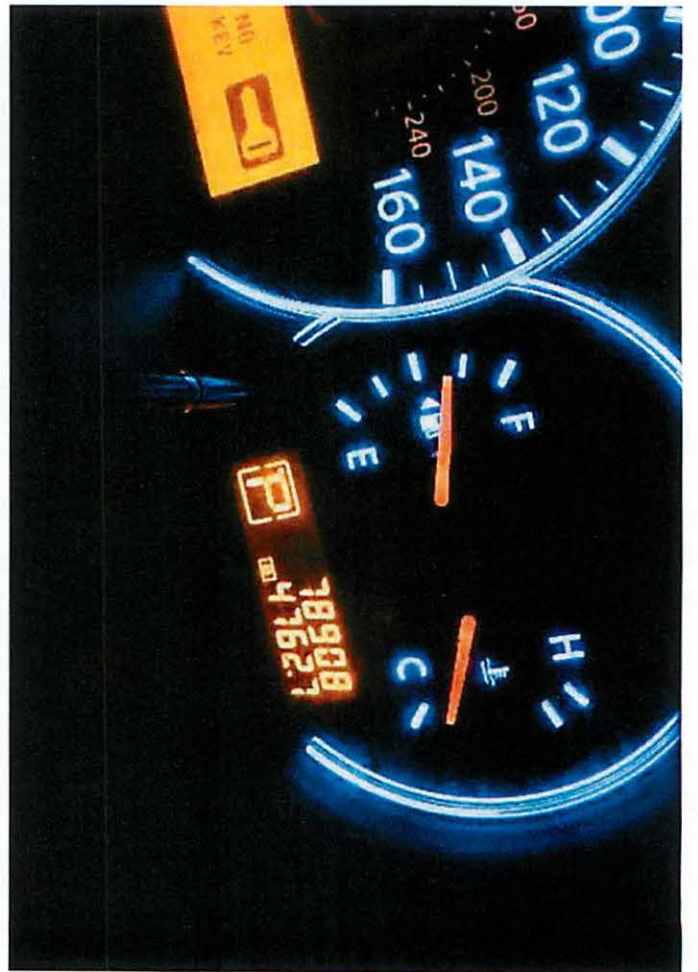
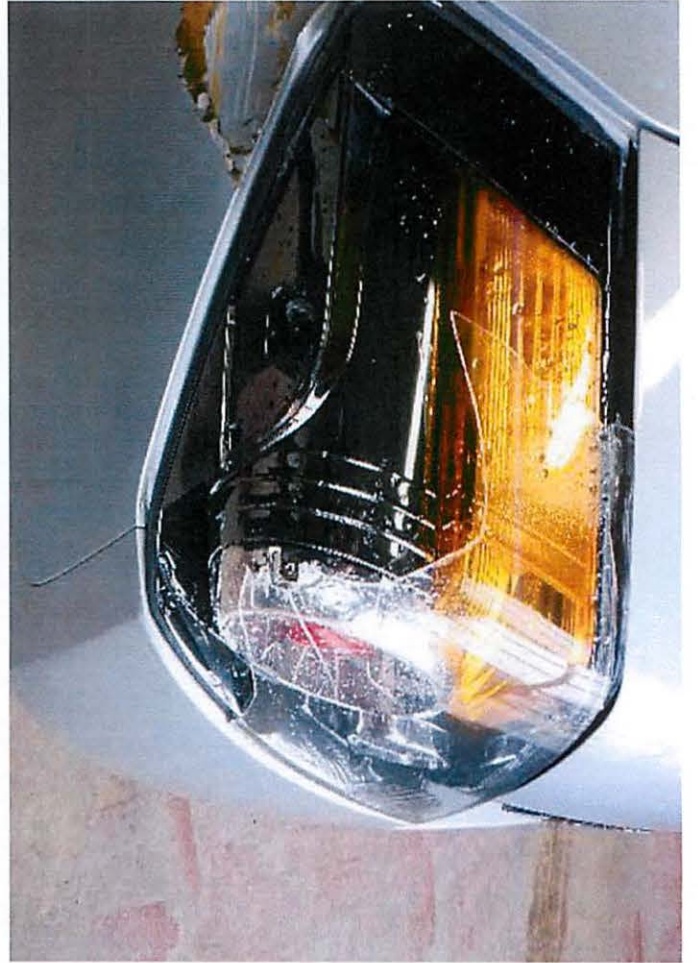
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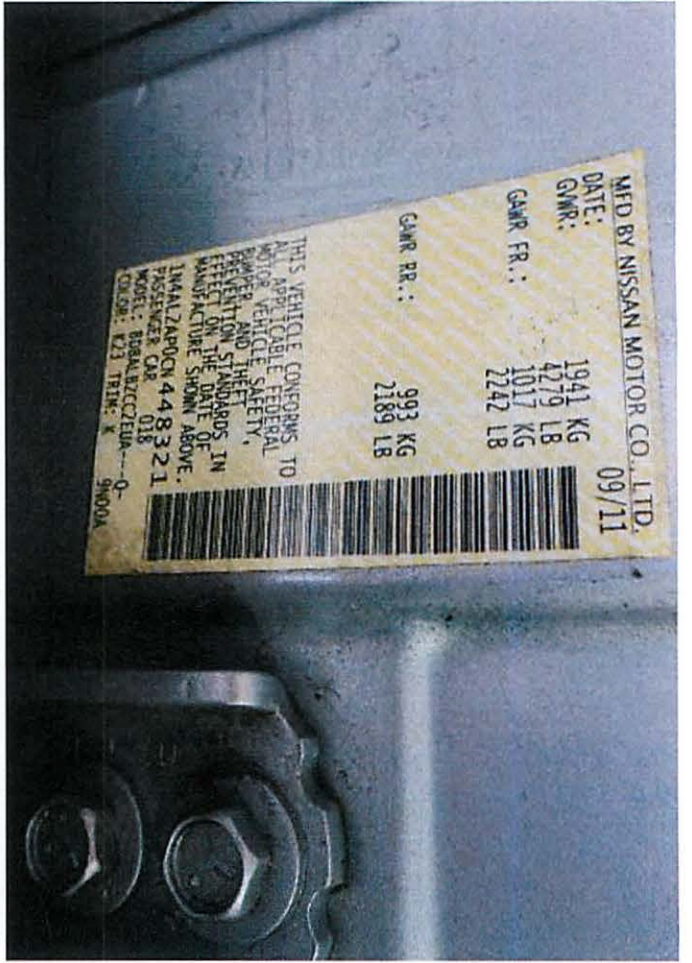
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PK2011

POLICE # C16-03717

ACCIDENT #

| | | | | | | | | | |
|---|---|--|---|---|--|--|---|--------------------------|--|
| <input checked="" type="checkbox"/> Reportable Accident | | <input type="checkbox"/> On Emergency | | <input type="checkbox"/> Amended | | DOT Document Number P0RB1L5 | | Document Override Number | |
| Agency Accident Number | | | | Police Number C16-03717 | | | | | |
| 4 - Accident Date 03/01/2016 | | 5 - Time of Accident (Military Time) 1907 | | 6 - Total Units 02 | | 7 - Total Injured | | 8 - Total Killed | |
| 2 - County SHEBOYGAN - 59 | | 3 - Municipality SHEBOYGAN - 61, CITY | | | | 11 - Accident Location NON-INTERSECTION | | | |
| 14 - On Hwy No. | 14 - On Street Name N 7TH ST | | | 14 - Bus/Fmt/Rmp | | 15 - Est. Dist 165 | F/MI F | 15 - Hwy. Dir SOUTH | |
| 16 - Fr/At Hwy No. | 16 - From/At Street Name BLUFF AVE | | | | 16 - Business/Frontage/Ramp | | | | |
| 17 - Structure Type | | 17 - Structure Number | | 12 - Latitude | | | 13 - Longitude | | |
| 80 - First Harmful Event PARKED MOTOR VEHICLE | | | | 93 - Manner of Collision SIDESWIPE. SAME DIRECTION | | | | | |
| 112 - Access Control NO CONTROL | | 113 - Road Curvature STRAIGHT | | 113 - Road Terrain LEVEL/FLAT | | Surface Type CONCRETE - 1 | | | |
| 115 - Traffic Way NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC) | | | | | | | | | |
| 117 - Relation To Roadway ON-ROADWAY | | | | | | | | | |
| 114 - Light Condition DARK-LIGHTED | | | 116 - Road Surface Condition SNOW/SLUSH | | | 118 - Weather CLOUDY | | | |
| 9 <input type="checkbox"/> Hit and Run | 9 <input type="checkbox"/> Government Property | | 9 <input type="checkbox"/> Fire | 9 <input checked="" type="checkbox"/> Photos Taken | | 9 <input type="checkbox"/> Trailer or Towed | | | |
| 9 <input checked="" type="checkbox"/> Truck, Bus, or Hazardous Materials | | | 9 <input type="checkbox"/> Load Spillage | | 9 <input type="checkbox"/> Construction Zone | | 9 <input type="checkbox"/> Names Exchanged | | |
| 101 <input type="checkbox"/> Supplemental Reports | | 102 <input type="checkbox"/> Witness Statements | | | 103 <input type="checkbox"/> Measurements Taken | | 79 - E M S Number | | |

Operator/Pedestrian

| | | | | | | | |
|--|----------------------|--|-------------------------------------|---|--|--|--|
| Unit Status | | 81 - Most Harmful Event: Collision With 02 | | 23 - Dir Of Travel SOUTH | | 24 - Speed Limit 25 | |
| 36 - Operating as Classified D CLASS | | 37 - Endorsements | | 35 <input type="checkbox"/> Operating Commercial Motor Vehicle | | | |
| 29 - Driver's License Number A4008187805202 | | 30 - State WI | 31 - Expiration Year 2017 | 34 - On Duty Accident WINTER-HWY-MAINTENANCE | | | |
| 25 - Operator/Pedestrian Last Name ALLEE | | | 25 - First Name TIMOTHY | | 25 - Middle Initial THOMAS | 25 - Suffix | |
| 32 - Date Of Birth 02/12/1978 | | 33 - Sex MALE | | | | | |
| 26 - Address Street & Number 2415 N 11TH ST | | | | | | 26 - PO Box | |
| 27 - City SHEBOYGAN | | 27 - State WI | 27 - Zip Code 530834808 | | 28 - Telephone Number (920) 980-4630 EXT. | | |
| 39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR) | | | | 40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED | | | |
| 38 - Injury Severity N - NO APPARENT INJURY | | 41 - Airbag NON-DEPLOYED | | 42 - Ejected NOT-EJECTED | | 44 <input type="checkbox"/> Medical Transport | |
| 43 - Trapped/Extricated NOT-TRAPPED | | 92 - Pedestrian Location | | 92 - Pedestrian Action | | | |
| 119 - What Driver Was Doing GOING-STRAIGHT | | | 120 - Traffic Control NO-CONTROL | | | 62 - No. of Citations Issued | |
| 64 - 1st Statute No. | 64 - 2nd Statute No. | 64 - 3rd Statute No. | | 64 - 4th Statute No. | | 64 - 5th Statute No. | |
| 122 - Driver Factors NOT-APPLICABLE | | | | | | | |
| 88 - Driver or Pedestrian Cond APPEARED NORMAL | | 89 - Substance Presence NEITHER-ALCOHOL-NOR-DRUGS-PRESENT | | | | | |
| 90 - Alcohol Test TEST NOT GIVEN | | | 90 - Alcohol Content | | 91 - Drug Test TEST-NOT-GIVEN | | |

OPERATOR/PEDESTRIAN 01

PK2011

| |
|--|
| 91 - Drugs Reported |
| 124 - Highway Factors SNOW,-ICE,-OR-WET |

Vehicle

| | | | | | | |
|-------------------|--|--|-------------------------|-------------------------|--|----------------------------------|
| VEHICLE 01 | 21 - Unit Type TRUCK | Vehicle Type SNOW-PLOW | | | | 22 - Total Occupants 1 |
| | 56 - License Plate Number 66533 | 57 - Plate Type MUN | 58 - State WI | 59 - Exp Year | 55 - Vehicle Identification Number 1HTWDAAR95J032595 | |
| | 50 - Year 2005 | 51 - Make INTL | 52 - Model | 53 - Body Style | 54 - Color BLU | 100 - Skidmarks to Impact (Ft) |
| | 94 - Vehicle Damage NONE | | | | | |
| | 95 - Extent Of Damage NONE | 96 <input type="checkbox"/> Vehicle Towed Due To Damage | | 97 - Vehicle Removed By | | |
| | 123 - Vehicle Factors NOT-APPLICABLE | | | | | |

Vehicle Owner

| | | | | | |
|---------------------|---|-------------------------|-------------------------------|---|---------------|
| VEH OWNER 01 | 45 <input type="checkbox"/> Vehicle Owner Same As Operator | | | | |
| | 46 - Vehicle Owner Last Name | 46 - First Name | 46 - Middle Initial | 46 - Suffix | Date Of Birth |
| | 46 - Company Name SHEBOYGAN CITY | | | | |
| | 47 - Address Street & Number 828 CENTER AVE #205 | | | 47 - PO Box | |
| | 48 - City SHEBOYGAN | 48 - State WI | 48 - Zip Code 53081 | 49 - Telephone Number (820) 459-3440 EXT. | |

Insurance

| | | | |
|---------------|---|-------------------------------|--|
| INS 01 | 63 - Liability Insurance Company GOVERNMENT | | 60 <input type="checkbox"/> Policy Holder Same As Owner |
| | 61 - Policy Holder Last Name | 61 - Policy Holder First Name | |
| | 61 - Policy Holder Company | | |

School Bus

| | | | | |
|---------------|---|-------------|-----------|------------------|
| BUS 01 | Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From | School Name | Body Make | Seating Capacity |
| | School District Contracted With | | | |

Operator/Pedestrian

| | | | |
|--|--|---|--------------------------------|
| Unit Status L - LEGALLY PARKED | 81 - Most Harmful Event: Collision With MOTOR VEHICLE IN TRANSPORT | 23 - Dir Of Travel SOUTH | 24 - Speed Limit N/A |
| 36 - Operating as Classified D CLASS | 37 - Endorsements | 35 <input type="checkbox"/> Operating Commercial Motor Vehicle | |
| 29 - Driver's License Number | 30 - State | 31 - Expiration Year | 34 - On Duty Accident |
| 25 - Operator/Pedestrian Last Name | 25 - First Name | 25 - Middle Initial | 25 - Suffix |
| 32 - Date Of Birth | 33 - Sex | | |

PK2011

| | | | | | | |
|-------------------------------|--|----------------------|--|--|------------------------|---|
| OPERATOR/PEDESTRIAN 02 | 26 - Address Street & Number | | | | 26 - PO Box | |
| | 27 - City | | 27 - State | 27 - Zip Code | | 28 - Telephone Number |
| | 39 - Seat Position BLANK | | | 40 - Safety Equipment NOT-APPLICABLE-NONMOTORIST | | |
| | 38 - Injury Severity | | 41 - Airbag NOT APPLICABLE | 42 - Ejected NOT-APPLICABLE | | 44 <input type="checkbox"/> Medical Transport |
| | 43 - Trapped/Extricated NOT-APPLICABLE | | 92 - Pedestrian Location | | 92 - Pedestrian Action | |
| | 119 - What Driver Was Doing LEGALLY-PARKED | | 120 - Traffic Control NO-CONTROL | | | 62 - No. of Citations Issued |
| | 64 - 1st Statute No. | 64 - 2nd Statute No. | 64 - 3rd Statute No. | 64 - 4th Statute No. | | 64 - 5th Statute No. |
| | 122 - Driver Factors NOT-APPLICABLE | | | | | |
| | 88 - Driver or Pedestrian Cond | | 89 - Substance Presence | | | |
| | 90 - Alcohol Test | | 90 - Alcohol Content | | 91 - Drug Test | |
| | 91 - Drugs Reported | | | | | |
| | 124 - Highway Factors NOT-APPLICABLE | | | | | |

Vehicle

| | | | | | | | | |
|-------------------|--|--------------------------|---|--------------------------------------|------------------------------|--|----------------------------------|--|
| VEHICLE 02 | 21 - Unit Type AUTOMOBILE | | | Vehicle Type PASSENGER-CAR | | | 22 - Total Occupants 0 | |
| | 56 - License Plate Number 767UJR | | 57 - Plate Type AUT | 58 - State WI | 59 - Exp Year 2017 | 55 - Vehicle Identification Number 1N4AL2AP0CN448321 | | |
| | 50 - Year 2012 | 51 - Make NISS | 52 - Model ALTIMA 2.5 | 53 - Body Style 4D | | 54 - Color SIL | 100 - Skidmarks to Impact (Ft) | |
| | 94 - Vehicle Damage REAR DRIVER SIDE | | | | | | | |
| | 95 - Extent Of Damage MINOR | | 96 <input type="checkbox"/> Vehicle Towed Due To Damage | | | 97 - Vehicle Removed By OWNER | | |
| | 123 - Vehicle Factors NOT-APPLICABLE | | | | | | | |

Vehicle Owner

| | | | | | | | |
|---------------------|--|--|---------------------------------|-------------------------------|---------------------|---|------------------------------------|
| VEH OWNER 02 | 45 <input type="checkbox"/> Vehicle Owner Same As Operator | | | | | | |
| | 46 - Vehicle Owner Last Name VANG | | 46 - First Name MINDY | | 46 - Middle Initial | 46 - Suffix | Date Of Birth 05/25/1978 |
| | 46 - Company Name | | | | | | |
| | 47 - Address Street & Number 1623 N 23RD ST | | | | 47 - PO Box | | |
| | 48 - City SHEBOYGAN | | 48 - State WI | 48 - Zip Code 53081 | | 49 - Telephone Number (920) 287-1916 EXT. | |

Insurance

PK2011

| | | | |
|---------------|---|--|--|
| INS 02 | 63 - Liability Insurance Company NOT-REQUIRED | | 60 <input type="checkbox"/> Policy Holder Same As Owner |
| | 61 - Policy Holder Last Name | | 61 - Policy Holder First Name |
| | 61 - Policy Holder Company | | |

School Bus

| | | | | |
|---------------|---|-------------|-----------|------------------|
| BUS 02 | Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From | School Name | Body Make | Seating Capacity |
| | School District Contracted With | | | |

Diagram and Narrative

105 - PHOTOS BY
287

BLUFF AVE

NOT TO SCALE

DIAGRAM AND NARRATIVE

UNIT 2 WAS LEGALLY PARKED, UNOCCUPIED, IN THE 1900 BLOCK OF N 7TH ST, FACING SOUTHBOUND IN FRONT OF 1942 N 7TH ST. UNIT 1 WAS PLOWING SOUTHBOUND IN THE 1900 BLOCK OF N 7TH ST. UNIT 1 DRIVER STATED HE SAW TWO CHILDREN RUN INTO THE ROAD AS HE WAS APPROACHING WITH THE PLOW. UNIT 1 DRIVER STATED HE TRIED TO STOP TO AVOID HITTING THE CHILDREN, AND THE CORNER OF THE PLOW SCRAPED AGAINST A PARKED VEHICLE. I SPOKE TO A WITNESS, ALEXANDER HANSON, WHO STATED HE HEARD UNIT 1 BRAKES SQUEALING, AND SAW TWO BLACK SHADOWS, WHICH WERE NOT VERY BIG, RUN ACROSS THE ROAD IN FRONT OF UNIT 1. NEITHER UNIT 1, OR THE WITNESS, SAW WHERE THE CHILDREN TOOK OFF TO. CRASH APPEARED TO BE CAUSED BY SUDDEN PEDESTRIAN MOVEMENT INTO TRAFFIC.

Witness

| | | | |
|-------------------|--|--------------------------------------|---|
| WITNESS 01 | 107 - Witness Last Name HANSON | 107 - First Name ALEXANDER | 107 - Middle Initial D |
| | 108 - Address Street & Number 2109 WIEMANN AVE | 108 - PO Box | 109 - Date of Birth 4/16/1998 |
| | 110 - City SHEBOYGAN | State WI | 110 - Zip Code 53081 |

Officer Information

Wisconsin Motor Vehicle P0RB1L5

Accident Report MV4000e 01/2005

PK2011

| | | | | |
|----------------------------|---|---|---|--|
| OFFICER INFORMATION | 125 - Officer Last Name SAEGER | 125 - First Name TRISHA | 125 - Middle Initial | 131 - Officer ID 287 |
| | 129 - Law Enforcement Agency No. 5961 | 130 - Law Enforcement Agency Name SHEBOYGAN POLICE DEPARTMENT | | |
| | 126 - Law Enforcement Agency Address Street & Number 1315 N 23RD ST | | | |
| | 127 - City SHEBOYGAN | 127 - State WI | 127 - Zip Code 53081 | 128 - Telephone Number (920) 459-3333 EXT. |
| | 132 - Date Notified 03/01/2016 | 133 - Time Notified (Military Time) 1907 | 134 - Time Arrived (Military Time) 1925 | 135 - Date Of Report 03/01/2016 |
| | Agency Accident Number | Police Number C16-03717 | 19 - Special Study | |
| | 18 - Agency Space SQUAD 33 | | | |

VI

R. C. No. - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. O. No. 143-16-17 by the Director of Planning and Development submitting the 2017 BID Statement of Purpose dated October 18, 2016 from the Harbor Centre Business Improvement District; recommends that the document be accepted and placed on file.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

DIRECT REFERRAL TO FINANCE

R. O. No. 143 - 16 - 17. By Dir. Of Planning & Dev. October 24, 2016.

Submitting a request from Chad Pelishek, Director of Planning and Development, of the 2017 BID Statement of Purpose dated October 18, 2016 from the Harbor Centre Business Improvement District.

Finance
Ac + File

Director of Planning & Development

BID STATEMENT OF PURPOSE (10/18/2016)

Wisconsin State Statute 66.1109 creates a financial tool that allows a municipality to levy a special assessment on property owners within a defined Business Improvement District (BID) upon petition of those property owners. The property owners in the BID district then use the assessment resources to maintain and enhance their business environment.

Property owners join with a municipality to create a BID in order to establish a strong organizational structure where individual concerns, as well as group goals can be addressed. Property owners maintain a direct role within the district, coordinating the use of funds from the pooled assessment, and implementing plans for the development, operation, maintenance and promotion of the BID area.

The Harbor Centre concept was developed to utilize the historic strengths of the City – the lakefront, riverfront, and downtown. The concept recognizes the need for a coordinated development and marketing approach for the central part of Sheboygan. The concept coordinates and integrates public and private development, traffic and pedestrian circulation, parking, signage, lighting and landscaping.

The Harbor Centre concept recognizes the individual identity of the downtown, riverfront, and lakefront and builds on the assets of each area. The BID is an important tool that will assist in the implementation of the Harbor Centre plan. Further, the BID will foster a positive image for the businesses within Harbor Centre and for the businesses within Harbor Centre and for the community as a whole. A prosperous central area (Harbor Centre) is as important as good schools, good parks and good roads.

The BID funds will not be used for infrastructure improvements but rather will be used to recruit new businesses, promote the area, increase tourism, and organize special events.

BID BENEFICIARIES

A coordinated program aimed at increasing tourism within the Harbor Centre benefits all businesses within the BID boundaries.

The BID program is designed so that it benefits all business interests within the district.

RETAILERS:

Money generated through the BID assessment is used to develop programs to enhance the business climate in the Harbor Centre.

A comprehensive promotional program reinforces the existing promotional programs and creates new programs. Retailers benefit from promotions, traffic and a feeling of vitality created in the central area.

A business recruitment campaign helps by bringing in new businesses that will compliment existing retail uses. These new businesses will also generate increased traffic.

SERVICES PROVIDERS: Service providers benefit from the proposed promotional activities as some of these events enhance the service industry as well.

Service providers also benefit from the business recruitment program as new, compatible retailers and service providers are attached to the Harbor Centre. These new businesses represent potential new customers and clients.

INDUSTRIAL FIRMS: Industrial firms located in the Harbor Centre benefit from the improvements to the physical environment made possible through the organization of the BID. The overall effect of an attractive, clean, active business reflects positively on a corporate image.

In addition, BID promotional events will provide a source of recreation and entertainment for employees before and after work and during lunch breaks.

PROPERTY OWNERS: Property owners benefit from the BID. Promotional and design programs increase the vitality in the area which, in turn, results in increased property values. The property owner who has vacant property benefits from the business recruitment program as well, since it provides an opportunity to fill vacant space.

BID BOARD OF DIRECTORS

EXECUTIVE COMMITTEE

HARBOR CENTRE DISTRICT COORDINATOR

FINANCE COMMITTEE

DEVELOPMENT
COMMITTEE

OPERATIONS
COMMITTEE

MARKETING
COMMITTEE

The Board of Directors will manage the Business Improvement District. The Board will meet on a regular basis and will establish an executive committee to oversee the day-to-day activities of the BID. The Board will implement the operating plan and prepare annual reports on the district. The Board will also conduct an annual review and make necessary changes

BID BOARD OF DIRECTORS

The Board shall consist of 12 members in size for two year staggered terms and are composed of five business owners, representing owners of commercial businesses in the district; six property owners, representing owners of commercial property in the district; and one government member, representing the City of Sheboygan, all of whom are appointed by the Mayor and confirmed by the Common Council of the City of Sheboygan.

Board members should be representative of different areas within the district, as well as large and small businesses. In addition, the Board may choose to have non-voting members representing co-beneficial partner organizations such as the Sheboygan Tourism Board and Sheboygan County Economic Development Corporation.

BID GOALS AND OBJECTIVES

To assure a continued and successful central area development effort, the Business Improvement District will adopt a set of goals designed to create a positive business climate in Harbor Centre. The Business Improvement District's Board of Directors will follow this approach and direct activities to meet these goals.

1. Management – The Board of Directors will maintain a professional staff member who will be responsible for the following:
 - a. Recruit new business to the district.
 - b. Coordinate activities with other development groups.
 - c. Interact with city government and work together on specific programs to enhance, beautify, and maintain the visual integrity of the district.
 - d. Lobby for redevelopment programs.
 - e. Act as a clearing house for information and maintain an up to date listing of available properties for sale or rent.
 - f. Manage activities day-to-day.
 - g. Collaborate with other community groups in providing special events within the district.
2. Economic Development – The Board of Directors will coordinate its activities with the Sheboygan County Chamber of Commerce, the Sheboygan County Economic Development Corporation, and the City. The committee will work to improve the economic environment of the Harbor Centre by developing a business retention and recruitment program.
3. Arts, Culture, and Food – The Board of Directors will leverage an Arts, Culture and Food District: Arts, culture and food related events and businesses represent a defining feature of Harbor Centre's character and economy. Leveraging this unique asset by coordinated marketing, representative streetscape elements, and complementary programming

will reinforce this influence and expand the economic influence of art, culture, and food amenities throughout Harbor Centre.

4. Connect and Cross Market – The Board of Directors will improve physical and marketing connections, which will boost the ability of businesses to capitalize on the wide variety of amenities located in Harbor Centre. This strategy facilitates increased customer cross-over by introducing wayfinding elements for pedestrians, cyclists, and drivers. Establishing coordinated marketing activities is also a key part of this strategy.

BID SPECIAL ASSESSMENT AND EXEMPTIONS

The activities proposed in this operating plan will be funded through annual special assessments. Assessments to meet the BID budget will be levied against each property within the district based on its most recent assessed value. Those properties which are used for commercial purposes and those used exclusively for manufacturing will be eligible for assessment.

The proposed BID assessment is \$2.68 per \$1,000 of assessed valuation. The property owners on leased City land will be assessed on the basis of the assessed value of their improvements on the property.

In addition, the following minimums and maximums will apply:

- a.) BID fee would be a minimum of \$250.00
- b.) BID fee would be a maximum of \$8000.00

Real property used exclusively for residential purposes will not be assessed as required by Wisconsin Statute 66.1109. Properties which are exempt for paying property taxes such as public utilities, non-profit organizations, religious institutions, and governmental bodies are also exempt from the special assessment.

2017 BID OPERATING BUDGET

Jan - Dec 17

Income

| | |
|--------------------------|-----------------|
| · Special Assessments | 144,000.00 |
| · Interest | 100.00 |
| · Website & Misc. Income | 900.00 |
| · Event Sponsorship | <u>2,000.00</u> |

Total Income 147,000.00

Expense

| | |
|----------------------------------|-----------------|
| · Wages | 45,000.00 |
| · Office Supplies and Printing | 1,500.00 |
| · Postage | 200.00 |
| · Taxes - Payroll | 3,500.00 |
| · Telephone | 50.00 |
| · Travel & Meetings | 3,500.00 |
| · Audit and Accounting | 4,000.00 |
| · Brochure Expense | 1,000.00 |
| · Insurance | 2,000.00 |
| · Miscellaneous | 50.00 |
| · Computer and Printer | 100.00 |
| · Professional Fees | 100.00 |
| · Christmas Decorations | 21,000.00 |
| · Beautification and Enhancement | 19,400.00 |
| - Parking Study | 3,600.00 |
| · Events and Promotions | |
| General Marketing | 7,000.00 |
| Event Production | 17,500.00 |
| Event Promotion | <u>7,500.00</u> |
| | 32,000.00 |
| · Committee Expense | |
| Operations | 2,000.00 |
| Development | <u>8,000.00</u> |
| | 10,000.00 |

Total Expense 147,000.00

Net Income 0.00

=====

VI

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. O. No. 82-16-17 by the City Clerk submitting a communication from American Family Insurance on behalf of their insured David S. and Debra D. Aschenbach regarding a Notice of Claim; 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

Other Matters

8.2

R. O. No. 82-16-17. By CITY CLERK. August 1, 2016.

Submitting a communication from American Family Insurance on behalf of their insured David S. and Debra D. Aschenbach regarding a Notice of Claim.

City Clerk

*Finance
denied & Not of
Disallowance.*

Pending Claim
11-16

16 PM 2:36



JUL 29 '16 PM 2:37

Scanning Center | 6000 American Pkwy | Madison WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

July 26, 2016

93-MFR005

CITY OF SHEBOYGAN
828 CENTER AVE STE 302
SHEBOYGAN WI 53081-4442

RE: Claim Number: 00-445-174999-1828
Our Insured Name: David S & Debra D Aschenbach
Date of Loss: July 12, 2016
Our Company Name: American Family Mutual Insurance Company

Dear City Of Sheboygan:

We have received notice of the above claim from our insured. Our preliminary investigation indicates you or a person normally covered under a liability policy, were the cause of our insured's damages.

We anticipate making payment(s) to our insured. Once payment is made, our Subrogation Department will send supporting documentation to you or your insurance company to reimburse our claim payment(s) and our insured's deductible, if applicable. If you have a liability insurance policy, please complete the enclosed form and return it to us, marked "Attn: Subrogation Dept". We can then handle this matter directly with your insurance company.

If you have any questions, please contact me at the number below.

Sincerely,

Martha F Rule
Customer Care Center Auto Representative
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 71879
mrule@amfam.com
Fax: 866-737-3154
www.amfam.com/claims

INSURANCE INFORMATION FORM

Date of Loss: July 12, 2016

American Family Claim Number: 00-445-174999-1828

American Family Insured's Name: David S & Debra D Aschenbach

My Name: _____

Name of My Insurance Company: _____

Address: _____

Phone Number: _____

My Policy Number is: _____

Insured's Name on my Policy: _____

My Agent's Name: _____

Address: _____

Phone Number: _____

I have reported this loss to my insurance company. Yes No

Check Here if you do not have a liability insurance policy.

Signed _____ Date _____



AUG 9 '16 AM 9:19

Claim# 11-16.
additional
information

6000 American Pkwy | Madison, WI 53783-0001 | 1-800-MY AMFAM (692-6326) | amfam.com

August 03, 2016

69-CLG049

CITY OF SHEBOYGAN
828 CENTER AVE STE 302
SHEBOYGAN WI 53081-4442

RE: Our File No.: 00-445-174999-6928
Our Insured: David S & Debra D Aschenbach
Date of Loss: July 12, 2016
Amt. Of Loss: 1,094.50

This letter is being submitted to you pursuant to Sec. 893.80 of Wisconsin State Statutes as a claim due to an accident that occurred on July 12, 2016, involving a vehicle owned by American Family Insurance Company's insured, David S & Debra D Aschenbach, and a piece of construction equipment. The accident occurred at 9th and Erie in Sheboygan, WI .

As a result of the negligence of the operator of the piece of construction equipment, the vehicle insured by American Family Mutual Insurance Company was damaged in the sum of \$1,094.50.

Pursuant to the policy of insurance existing between American Family and its insured, American Family made payment of \$1,094.50 and the insured incurred a deductible loss of \$250.00.

Pursuant to statute, American Family Mutual Insurance Company is presenting its claim for payment in the amount of \$1,094.50.

Respectfully,

Cassie L Gallagher
Subrogation Adjuster
American Family Mutual Insurance Company
1-800-MYAMFAM (1-800-692-6326) X 45036
cgallagh@amfam.com
Fax: 866-737-3455
www.amfam.com/claims

Enc: Subro Affiant

AFFIANT

STATE OF WISCONSIN)
COUNTY OF Dane)ss
)

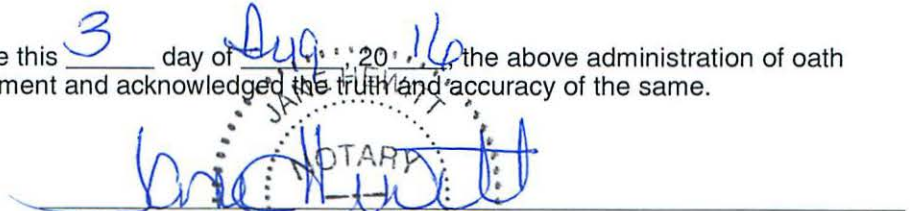
I, , being duly sworn on oath, deposes and states that is employed with American Family Mutual Insurance Company, that I have been involved in the investigation of the afore-described claim, that I have reviewed the foregoing Notice of Claim and am familiar with the factual averments contained therein, and that all such statements and averments are true and correct to the best of my knowledge and information based upon my investigation and adjustment of the claim referenced above

Dated this 3rd day of August, 2016.

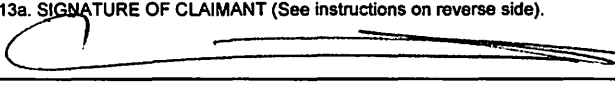


Signature of Affiant

Personally appears before me this 3 day of Aug, 2016, the above administration of oath executed the foregoing instrument and acknowledged the truth and accuracy of the same.


Notary Public, State of Wisconsin
My Commission Expires: 1-28-2017



| | | | | | |
|--|----------------------------------|--|--|------------------------------------|--|
| CLAIM FOR DAMAGE, INJURY, OR DEATH | | INSTRUCTIONS: Please read carefully the instructions on the reverse side and supply information requested on both sides of this form. Use additional sheet(s) if necessary. See reverse side for additional instructions. | | FORM APPROVED OMB NO. 1105-0008 | |
| 1. Submit to Appropriate Federal Agency: City of Sheboygan 828 Center Ave Ste 302 Sheboygan, WI 53081 | | | 2. Name, address of claimant, and claimant's personal representative if any. (See instructions on reverse). Number, Street, City, State and Zip code. American Family Ins. David & Debra Aschenbach 6000 American Parkway 212 Mill St Madison, WI 53783 Sheboygan Falls, WI 53085 Adjuster: Cassie Gallagher | | |
| 3. TYPE OF EMPLOYMENT <input type="checkbox"/> MILITARY <input checked="" type="checkbox"/> CIVILIAN | 4. DATE OF BIRTH 11/21/1961 | 5. MARITAL STATUS Married | 6. DATE AND DAY OF ACCIDENT 07/12/2016 Tuesday | 7. TIME (A.M. OR P.M.) 05:00 PM | |
| 8. BASIS OF CLAIM (State in detail the known facts and circumstances attending the damage, injury, or death, identifying persons and property involved, the place of occurrence and the cause thereof. Use additional pages if necessary). David was traveling WB on Erie when he was driving through a construction zone. HE ran over a metal plate that was in the road to cover up a hole and the plate popped up suddenly causing damage to the undercarriage of the vehicle. | | | | | |
| 9. PROPERTY DAMAGE | | | | | |
| NAME AND ADDRESS OF OWNER, IF OTHER THAN CLAIMANT (Number, Street, City, State, and Zip Code). Same - David & Debra Aschenbach | | | | | |
| BRIEFLY DESCRIBE THE PROPERTY, NATURE AND EXTENT OF THE DAMAGE AND THE LOCATION OF WHERE THE PROPERTY MAY BE INSPECTED. (See instructions on reverse side). Passenger side undercarriage. American Family Insurance repaired the vehicle. | | | | | |
| 10. PERSONAL INJURY/WRONGFUL DEATH | | | | | |
| STATE THE NATURE AND EXTENT OF EACH INJURY OR CAUSE OF DEATH, WHICH FORMS THE BASIS OF THE CLAIM. IF OTHER THAN CLAIMANT, STATE THE NAME OF THE INJURED PERSON OR DECEDENT. None | | | | | |
| 11. WITNESSES | | | | | |
| NAME | | | ADDRESS (Number, Street, City, State, and Zip Code) | | |
| | | | | | |
| 12. (See instructions on reverse). AMOUNT OF CLAIM (in dollars) | | | | | |
| 12a. PROPERTY DAMAGE 1,094.50 | 12b. PERSONAL INJURY 0.00 | 12c. WRONGFUL DEATH 0.00 | 12d. TOTAL (Failure to specify may cause forfeiture of your rights). 1,094.50 | | |
| I CERTIFY THAT THE AMOUNT OF CLAIM COVERS ONLY DAMAGES AND INJURIES CAUSED BY THE INCIDENT ABOVE AND AGREE TO ACCEPT SAID AMOUNT IN FULL SATISFACTION AND FINAL SETTLEMENT OF THIS CLAIM. | | | | | |
| 13a. SIGNATURE OF CLAIMANT (See instructions on reverse side).  | | | 13b. PHONE NUMBER OF PERSON SIGNING FORM 800-692-6326 ext 45036 | 14. DATE OF SIGNATURE 8-3-16 | |
| CIVIL PENALTY FOR PRESENTING FRAUDULENT CLAIM | | | CRIMINAL PENALTY FOR PRESENTING FRAUDULENT CLAIM OR MAKING FALSE STATEMENTS | | |
| The claimant is liable to the United States Government for a civil penalty of not less than \$5,000 and not more than \$10,000, plus 3 times the amount of damages sustained by the Government. (See 31 U.S.C. 3729). | | | Fine, imprisonment, or both. (See 18 U.S.C. 287, 1001.) | | |

INSURANCE COVERAGE

In order that subrogation claims may be adjudicated, it is essential that the claimant provide the following information regarding the insurance coverage of the vehicle or property.

15. Do you carry accident insurance? Yes If yes, give name and address of insurance company (Number, Street, City, State, and Zip Code) and policy number. No

American Family Ins. Policy number 0647-6517-03
 6000 American Parkway
 Madison, WI 53783

16. Have you filed a claim with your insurance carrier in this instance, and if so, is it full coverage or deductible? Yes No 17. If deductible, state amount.

Claim number 00-445-174999

250.00

18. If a claim has been filed with your carrier, what action has your insurer taken or proposed to take with reference to your claim? (It is necessary that you ascertain these facts).

We handled the repairs for David & Debra.

19. Do you carry public liability and property damage insurance? Yes If yes, give name and address of insurance carrier (Number, Street, City, State, and Zip Code). No

Same

INSTRUCTIONS

Claims presented under the Federal Tort Claims Act should be submitted directly to the "appropriate Federal agency" whose employee(s) was involved in the incident. If the incident involves more than one claimant, each claimant should submit a separate claim form.

Complete all items - Insert the word NONE where applicable.

A CLAIM SHALL BE DEEMED TO HAVE BEEN PRESENTED WHEN A FEDERAL AGENCY RECEIVES FROM A CLAIMANT, HIS DULY AUTHORIZED AGENT, OR LEGAL REPRESENTATIVE, AN EXECUTED STANDARD FORM 95 OR OTHER WRITTEN NOTIFICATION OF AN INCIDENT, ACCOMPANIED BY A CLAIM FOR MONEY

DAMAGES IN A SUM CERTAIN FOR INJURY TO OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH ALLEGED TO HAVE OCCURRED BY REASON OF THE INCIDENT. THE CLAIM MUST BE PRESENTED TO THE APPROPRIATE FEDERAL AGENCY WITHIN TWO YEARS AFTER THE CLAIM ACCRUES.

Failure to completely execute this form or to supply the requested material within two years from the date the claim accrued may render your claim invalid. A claim is deemed presented when it is received by the appropriate agency, not when it is mailed.

The amount claimed should be substantiated by competent evidence as follows:

If instruction is needed in completing this form, the agency listed in item #1 on the reverse side may be contacted. Complete regulations pertaining to claims asserted under the Federal Tort Claims Act can be found in Title 28, Code of Federal Regulations, Part 14. Many agencies have published supplementing regulations. If more than one agency is involved, please state each agency.

(a) In support of the claim for personal injury or death, the claimant should submit a written report by the attending physician, showing the nature and extent of the injury, the nature and extent of treatment, the degree of permanent disability, if any, the prognosis, and the period of hospitalization, or incapacitation, attaching itemized bills for medical, hospital, or burial expenses actually incurred.

The claim may be filed by a duly authorized agent or other legal representative, provided evidence satisfactory to the Government is submitted with the claim establishing express authority to act for the claimant. A claim presented by an agent or legal representative must be presented in the name of the claimant. If the claim is signed by the agent or legal representative, it must show the title or legal capacity of the person signing and be accompanied by evidence of his/her authority to present a claim on behalf of the claimant as agent, executor, administrator, parent, guardian or other representative.

(b) In support of claims for damage to property, which has been or can be economically repaired, the claimant should submit at least two itemized signed statements or estimates by reliable, disinterested concerns, or, if payment has been made, the itemized signed receipts evidencing payment.

If claimant intends to file for both personal injury and property damage, the amount for each must be shown in item number 12 of this form.

(c) In support of claims for damage to property which is not economically repairable, or if the property is lost or destroyed, the claimant should submit statements as to the original cost of the property, the date of purchase, and the value of the property, both before and after the accident. Such statements should be by disinterested competent persons, preferably reputable dealers or officials familiar with the type of property damaged, or by two or more competitive bidders, and should be certified as being just and correct.

(d) Failure to specify a sum certain will render your claim invalid and may result in forfeiture of your rights.

PRIVACY ACT NOTICE

This Notice is provided in accordance with the Privacy Act, 5 U.S.C. 552a(e)(3), and concerns the information requested in the letter to which this Notice is attached.

- B. *Principal Purpose:* The information requested is to be used in evaluating claims.
- C. *Routine Use:* See the Notices of Systems of Records for the agency to whom you are submitting this form for this information.
- D. *Effect of Failure to Respond:* Disclosure is voluntary. However, failure to supply the requested information or to execute the form may render your claim "invalid."

A. *Authority:* The requested information is solicited pursuant to one or more of the following: 5 U.S.C. 301, 28 U.S.C. 501 et seq., 28 U.S.C. 2671 et seq., 28 C.F.R. Part 14.

PAPERWORK REDUCTION ACT NOTICE

This notice is solely for the purpose of the Paperwork Reduction Act, 44 U.S.C. 3501. Public reporting burden for this collection of information is estimated to average 6 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Director, Torts Branch, Attention: Paperwork Reduction Staff, Civil Division, U.S. Department of Justice, Washington, DC 20530 or to the Office of Management and Budget. Do not mail completed form(s) to these addresses.

CCD16072533167M0101D

00-445-174999-1828



SHEBOYGAN POLICE DEPARTMENT

Incident C16-13372

Nature: DAMAGE PROPERTY
Location: N29

Address: ERIE AVE & N 9TH ST
SHEBOYGAN WI 53081

Offense Codes: 9330

| | | |
|-----------------------------------|---|-------------|
| Received By: SCHWARZ, AMY | How Received: C | Agency: SPD |
| Responding Officers: OETZEL, SUNG | | |
| Responsible Officer: OETZEL, SUNG | Disposition: SIT 07/12/16 | |
| When Reported: 17:14:04 07/12/16 | Occurred Between: 17:14:04 07/12/16 and 17:14:04 07/12/16 | |

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

| | | |
|--------------------|---------------------------|---------------------------------|
| Complainant: 85880 | | |
| Last: ASCHENBACH | First: DAVID | Mid: S |
| DOB: 11/21/61 | Dr Lic: A251-1776-1421-03 | Address: 212 MILL ST |
| Race: W | Sex: M | Phone: (920)207-6803 |
| | | City: SHEBOYGAN FALLS, WI 53085 |

Offense Codes

| | |
|--|--|
| Reported: 9330 DAMAGE/PRIVATE PROPERTY | Observed: 9330 DAMAGE/PRIVATE PROPERTY |
| Additional Offense: 9330 DAMAGE/PRIVATE PROPERTY | |

Circumstances

LT13 HIGHWAY, ROAD OR ALLEY

| | |
|-----------------------------------|---|
| Responding Officers: OETZEL, SUNG | Unit: 446 |
| Responsible Officer: OETZEL, SUNG | Agency: SPD |
| Received By: SCHWARZ, AMY | Last Radio Log: 19:06:35 07/12/16 CMPLT |
| How Received: C CELL 911 | Clearance: CLR CLEARED |
| When Reported: 17:14:04 07/12/16 | Disposition: SIT Date: 07/12/16 |
| Judicial Status: | Occurred between: 17:14:04 07/12/16 |
| Misc Entry: | and: 17:14:04 07/12/16 |

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

CCD16072533167M0102D

Incident C16-13372

Page 2 of 2

Involvements

| Date | Type | Description | Vehicle |
|----------|---------|--------------------------|---------|
| 07/14/16 | Vehicle | DBL 2012 FORD EDGE SE WI | Vehicle |

Vehicles

Vehicle Number:

87164

License Plate: 555VZB

State: WI

Vehicle Year: 2012

Make: FORD FORD

Color: DBL /

Vehicle Type: SUV SPORT UTILITY
VEHICLE

License Type: AUTO AUTOMOBILE

Expires: 12/31/17

VIN: 2FMDK3G95CBA5737

4

Model: EDGE SE

Doors: 0

Value: \$0.00

Owner:

Last: ASCHENBACH

DOB: 11/21/61

First: DAVID

Dr Lic: A251-1776-
1421-03

Mid: S

Address: 212 MILL ST

Race: W

Sex: M

Phone: (920)207-6803

City: SHEBOYGAN FALLS, WI 53085

Agency: SPD SHEBOYGAN POLICE
DEPARTMENT

Date Recov/Rcvd: **/**/**

Officer: OETZEL, SUNG

Area:

UCR Status: DDV

Wrecker Service:

DESTROYED/DAMAGED/VANDALIZ
ED

Local Status:

Status Date: 07/12/16

Storage Location:

Release Date: **/**/**

Comments:

Driver/owner ran over a metal object that was covering a hole in the ground of the intersection. Owner was not at fault.

MIKE BURKART FORD
3110 COUNTY RD PP PO BOX 318
PLYMOUTH, WI 53073
920-893-6961 OR 920-458-9611 FAX: 920-892-6761
QUALITY COLLISION REPAIRS AND MORE

*** SUPPLEMENT 1 ***

S1 07/13/2016 11:46 AM
07/25/2016 03:22 PM

Owner

Owner: DAVID S & DEB ASCHENBACH
Address: 212 MILL ST (920)207-6803
City State Zip: SHEBOYGAN FALLS, WI
53085-1524 FAX:
Email: aschnfam@charter.net

Control Information

Claim # : 00445174999-0C Insured Policy # : 0647651703
Loss Date/Time: 07/12/2016 07:00 AM Loss Type: Other Comp
Deductible: \$100.00
Ins. Company: American Family Insurance
Address: 6000 AMERICAN PARKWAY Work/Day: (800)692-6326
City State Zip: Madison, WI 53783 FAX:
Insured: DAVID S & DEB ASCHENBACH
Address: (920)207-6803

Inspection

Inspection Date: 07/13/2016 11:02 AM Inspection Type: Direct Repair Program
Inspection Location: bringing in for estimate Contact:
Address: 212 MILL ST
City State Zip: SHEBOYGAN FALLS, WI
53085-1524
Primary Impact: Right Side Secondary Impact:
Driveable: Yes Rental Assisted:
Assigned Date/Time: Received Date/Time: 07/13/2016 10:54 AM
First Contact Date/Time: Appointment Date/Time: 07/14/2016 07:00 AM
Appraiser Name: LEONHARD Appraiser License # :
Orig Appraiser Name: LEONHARD Appraiser License # :

Repairer

Repairer: MIKE BURKART FORD Contact:
Address: 3110 COUNTY RD PP Work/Day: (920)893-6961
City State Zip: Plymouth, WI 53073 Work/Day: (920)458-9611
Email: markl@burkartford.com FAX: (920)892-6761
Repair Start Date/Time: 07/21/2016 08:00 AM Vehicle Drop Off Date/Time: 07/21/2016 08:00 AM
Repair Complete Date/Time: 07/22/2016 03:23 PM Vehicle Pick Up Date/Time: 07/22/2016 03:23 PM
Target Complete Date/Time: 07/22/2016 05:00 PM Days To Repair: 2

Vehicle

2012 Ford Edge SE 4 DR Wagon
 4cyl Gasoline Turbo 2.0
 6-Speed Automatic

Lic.Plate: 555-VZB
Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: DARK BLUE PRL
Ext. Refinish: Two-Stage
Ext. Paint Code: DX,M7083A

Lic State: WI
VIN: 2FMDK3G95CBA57374
Mileage: 47,936
Mileage Type: Actual
Code: P7403C
Int. Color:
Int. Refinish:
Int. Trim Code:

Options

| | | |
|--------------------------|--------------------------|-------------------------|
| 2nd Row Head Airbags | AM/FM CD Player | Air Conditioning |
| Aluminum/Alloy Wheels | Anti-Lock Brakes | Bodyside Cladding |
| Bucket Seats | Cargo/Trunk Net | Center Console |
| Chrome Grille | Cruise Control | Dual Airbags |
| Floor Mats | Halogen Headlights | Head Airbags |
| Intermittent Wipers | Keyless Entry System | Lighted Entry System |
| MP3 Decoder | Overhead Console | Power Brakes |
| Power Door Locks | Power Mirrors | Power Steering |
| Power Windows | Rear Spoiler | Rear Window Defroster |
| Rear Window Wiper/Washer | Side Airbags | Split Folding Rear Seat |
| Stability Cntrl Suspensn | Strg Wheel Radio Control | Tachometer |
| Tilt & Telescopic Steer | Tinted Glass | Tire Pressure Monitor |
| Traction Control System | Trip Computer | Velour/Cloth Seats |

Damages

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% | B% | Hours | R |
|------|----|-------|----|---|---------------------|----------|------|----|-------|----|
| 1 | E | 262 | | Mldg,Rocker Panel RT | CT4Z78101A04AA | \$384.12 | | | 0.5 | SM |
| 2 | I | 208 | | Door Shell,Front RT | Repair | | | | 1.0* | SM |
| 3 | L | 208 | # | Door Shell,Front RT | Refinish | | | | 3.9* | RF |
| | | | | | 2.7 Surface | | | | | |
| | | | | | 0.6 Two-stage setup | | | | | |
| | | | | | 0.6 Two-stage | | | | | |
| | | | | # = 10, 13 | | | | | | |
| | | | | >> PARTIAL REFINISH WITHIN PANEL BOUNDRIES, FULL CLEAR COAT | | | | | | |
| 4 | RI | 335 | | Mldg,Front Door Belt RT | R & I Assembly | | | | 0.3 | SM |
| 5 | RI | 1509 | | Mldg,Front Door Lower RT | R & I Assembly | | | | 0.3 | SM |
| 6 | RI | 230 | | Mirror,Outer R/C RT | R & I Assembly | | | | 0.3 | SM |
| 7 | RI | 228 | | Handle,Front Door Otr RT | R & I Assembly | | | | 0.2 | SM |
| 8 | EC | M14 | | Corrosion Protection | Replace Economy | \$8.00* | | | | SM |
| 9 | EC | M17 | | Cover Car Exterior | Replace Economy | | | | | SM |
| 10 | I | M60 | | Hazardous Waste Removal | Sublet Repair | \$3.00* | | | | SM |
| | | | | 10 Items | | | | | | |

MC Message

10 INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

| | | | | | |
|------------------------------------|--|-------------|---------|----------|----------|
| Gross Parts | | | | \$384.12 | |
| Other Parts | | | | \$8.00 | |
| Paint & Materials | | 3.9 Hours @ | \$36.00 | \$140.40 | |
| Parts & Material Total | | | | | \$532.52 |
| Tax on Parts & Material | | @ | 5.000% | | \$26.63 |

| Labor | Rate | Replace Hrs | Repair Hrs | Total Hrs | | |
|--|-------------|--------------------|-------------------|------------------|----------|-----------|
| Sheet Metal (SM) | \$56.00 | 1.6 | 1.0 | 2.6 | \$145.60 | |
| Mech/Elec (ME) | \$56.00 | | | | | |
| Frame (FR) | \$58.00 | | | | | |
| Refinish (RF) | \$56.00 | 3.9 | | 3.9 | \$218.40 | |
| Labor Total | | | | 6.5 Hours | | \$364.00 |
| Tax on Labor | | @ | 5.000% | | \$18.20 | |
| Sublet Repairs | | | | | \$3.00 | |
| Tax on Sublet | | @ | 5.000% | | \$0.15 | |
| Gross Total | | | | | | \$944.50 |
| Less: Deductible | | | | | | \$100.00- |
| Net Total | | | | | | \$844.50 |
| Less: Previous Net Total | | | | | | \$844.50- |
| Net Supplement Total (Final Bill) | | | | | | \$0.00 |

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53073 AM FAM CAPA
 Recycled Parts Y/0/0 Zip Code: 53073
 Rate Name Default

Audatex Estimating 8.0.035 S1 07/25/2016 03:26 PM REL 8.0.035 DT 07/01/2016 DB 07/15/2016
 © 2016 Audatex North America, Inc.

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

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

Op Codes

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



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*** SUPPLEMENT RECONCILIATION ***

Supplement S1

Claim # : 00445174999-0C
File # :
Insured: DAVID S & DEB ASCHENBACH
Owner Name: DAVID S & DEB ASCHENBACH
Appraiser Name: LEONHARD
Vehicle: 2012 Ford Edge SE 4 DR Wagon

Insured Policy # : 0647651703
Claim Rep:
Inspection Date/Time: 07/13/2016 11:02 AM

Actual Supplement 1 Net Total

\$0.00+

Summary

| | Net Total | Date | Time | Appraiser |
|-------------------|-----------|------------|----------|-----------|
| Original Estimate | \$844.50 | 07/13/2016 | 10:54 AM | LEONHARD |
| Supplement 1 | \$844.50 | 07/25/2016 | 03:22 PM | LEONHARD |



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Clim: 00-445-174999 / ASCHENBACH, DAVID S & DEBRA D DOL: 07/12/2016 Policy: 06476517-03 CAT:

Financial Summary & Transactions

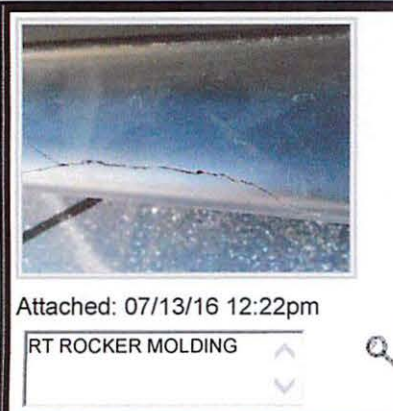
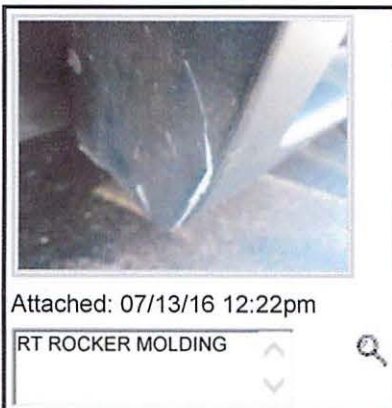
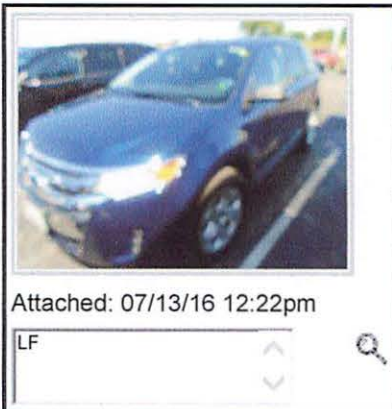
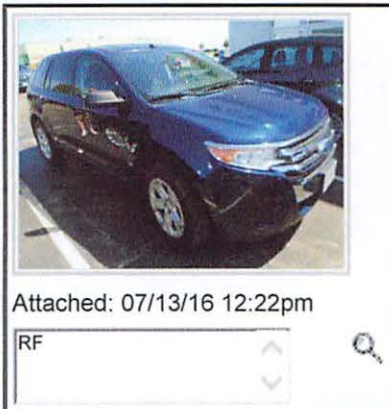
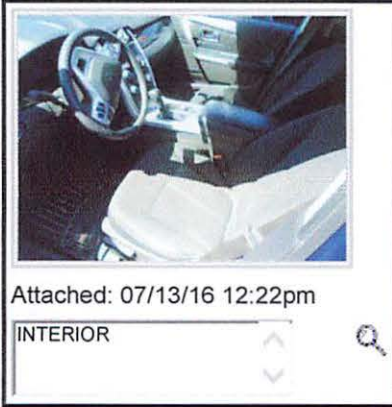
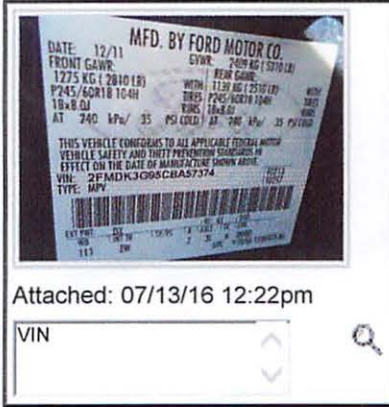
Filtered by: Trans Type: Payment Category: Loss Party Name: ASCHENBACH, DAVID S & DEBRA D

| | | | |
|--------------------------------|---------------|-------------------|------------------|
| Loss Payments: \$844.50 | Loss Credits: | Expense Payments: | Expense Credits: |
| Claim: \$844.50 | Claim: | Legal: | Legal: |
| Salvage: \$0.00 | Salvage: | Medical: | Medical: |
| Subrogation: \$0.00 | Subrogation: | Other: | Other: |

Display By: Chronological Order

Displaying 1 item(s). Sorted By: Descending Trans Date

| Trans Date | Trans # | Transaction | Pay To / Payor | Party - Peril | Amount | Status |
|--|------------|------------------------|-------------------|--|----------|--------|
| 08/03/2016 | 0100347047 | Payment - Loss - Claim | MIKE BURKART FORD | ASCHENBACH, DAVID S & DEBRA D Comp - Misc. Non-Collision & Fire Theft Wind (059): \$844.50 <input type="checkbox"/> | \$844.50 | Issued |
| Trans Message: A LOSS OCCURRING ON 07/12/2016 \$100 DEDUCTIBLE APPLIED | | | | | | |



Labor Report

MIKE BURKART FORD
 3110 COUNTY RD PP PO BOX 318
 PLYMOUTH, WI 53073
 920-893-6961 OR 920-458-9611 FAX: 920-892-6761
 QUALITY COLLISION REPAIRS AND MORE

Claim # : 00445174999-0C
Owner Name: DAVID S & DEB ASCHENBACH
Appraiser Name: LEONHARD

Insured Policy # : 0647651703

Each Op Code / Guide Number displays ALL operations WHICH MAY BE CONSIDERED in the Net Labor: Including parts and operations which MAY NOT HAVE been selected for this specific estimate.

NET VALUE TOTALS include ONLY those operations for the EXACT MODEL, ENGINE and OPTIONS actually entered.

Operation Types:

BASE Any unique labor necessary AFTER all other operations are performed.
 OVERLAP Operation common to the replacement of more than one part.
 OVERRIDE Values entered by the estimate writer
 OVERHAUL Operation which includes disassembling and reassembling to allow replacement.
 R & I Remove and install part or assembly.
 REMOVE Value assigned for removal of old stripe / overlay.
 REPLACE An operation or group of operations necessary for replacement of this item.

Elimination:

PARTS Included in another part selection
 LABOR Included in another labor operation

Vehicle

2012 Ford Edge SE 4 DR Wagon
 4cyl Gasoline Turbo 2.0
 6-Speed Automatic

Options

| | | |
|--------------------------|--------------------------|-------------------------|
| 2nd Row Head Airbags | AM/FM CD Player | Air Conditioning |
| Aluminum/Alloy Wheels | Anti-Lock Brakes | Bodyside Cladding |
| Bucket Seats | Cargo/Trunk Net | Center Console |
| Chrome Grille | Cruise Control | Dual Airbags |
| Floor Mats | Halogen Headlights | Head Airbags |
| Intermittent Wipers | Keyless Entry System | Lighted Entry System |
| MP3 Decoder | Overhead Console | Power Brakes |
| Power Door Locks | Power Mirrors | Power Steering |
| Power Windows | Rear Spoiler | Rear Window Defroster |
| Rear Window Wiper/Washer | Side Airbags | Split Folding Rear Seat |
| Stability Cntrl Suspensn | Strg Wheel Radio Control | Tachometer |
| Tilt & Telescopic Steer | Tinted Glass | Tire Pressure Monitor |
| Traction Control System | Trip Computer | Velour/Cloth Seats |

LABOR

| Line | Op | Guide | Description | Operation Type | Full Value | Elim. Value | Net Value | R | Elimination |
|------|----|-------|--|----------------|------------|-------------|-----------|----|-------------|
| 1 | I | 208 | Door Shell,Front RT High Strength Steel | BASE | 0.0 | 0.0 | 0.0 | | |
| | | | | OVERRIDE | 0.0 | 0.0 | 1.0* | | |
| | | | | TOTALS | 0.0 | 0.0 | 1.0 | SM | |
| 2 | RI | 228 | Handle,Front Door Otr RT | BASE | 0.0 | 0.0 | 0.0 | | |

| | | | | | | | | |
|---|----|------|--------------------------------|--------|-----|-----|-----|----|
| | | | HANDLE,FRT DOOR OTR/COVER RT | R & I | 0.2 | 0.0 | 0.2 | |
| | | | | TOTALS | 0.2 | 0.0 | 0.2 | SM |
| 3 | RI | 230 | Mirror,Outer R/C RT | BASE | 0.0 | 0.0 | 0.0 | |
| | | | MIRROR,OUTER R/C RT | R & I | 0.3 | 0.0 | 0.3 | |
| | | | | TOTALS | 0.3 | 0.0 | 0.3 | SM |
| 4 | E | 262 | Mldg,Rocker Panel RT | BASE | 0.0 | 0.0 | 0.0 | |
| | | | MLDG,FENDER SIDE RT | R & I | 0.1 | 0.0 | 0.1 | |
| | | | DEFLECTOR/MLDG,ROCKER PANEL RT | R & I | 0.4 | 0.0 | 0.4 | |
| | | | | TOTALS | 0.5 | 0.0 | 0.5 | SM |
| 5 | RI | 335 | Mldg,Front Door Belt RT | BASE | 0.0 | 0.0 | 0.0 | |
| | | | MLDG,FRONT DOOR BELT RT | R & I | 0.3 | 0.0 | 0.3 | |
| | | | | TOTALS | 0.3 | 0.0 | 0.3 | SM |
| 6 | RI | 1509 | Mldg,Front Door Lower RT | BASE | 0.0 | 0.0 | 0.0 | |
| | | | MLDG,FRONT DOOR LOWER RT | R & I | 0.3 | 0.0 | 0.3 | |
| | | | | TOTALS | 0.3 | 0.0 | 0.3 | SM |



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VI

R. C. No. - 16 - 17 . By FINANCE. November 7, 2016.

Your Committee to whom was referred R. O. No. 83-16-17 by the City Clerk submitting a claim from Acuity on behalf of Marilyn Heimer for alleged damages to her vehicle when a street sweeper truck drove past and kicked up rocks causing damage to the left front fender; 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

3.1

R. O. No. 83 - 16 - 17. By CITY CLERK. August 1, 2016.

Submitting a claim from Acuity on behalf of Marilyn Heimer for alleged damages to her vehicle when a street sweeper truck drove past and kicked up rocks causing damage to the left front fender.

*Inmate
deny & send
Notice of Disallowance*

City Clerk

DATE RECEIVED 7.25.16

RECEIVED BY MMD

REC'D FROM ACQUITY.

CLAIM NO. PG 2530 10-16

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUL 25 '16 AM 11:38

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: Marilynn Heimer
- 2. Home address of Claimant: 1014 Barrett St Sheboygan, WI
- 3. Home phone number: 920-457-5755
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 4/01/2016 7:00 AM

6. Where did damage or injury occur? (give full description) 2014 scion XB vehicle parked and unoccupied outside of home across the street facing north.

7. How did damage or injury occur? (give full description) Street sweeper truck drove past and must have kicked up rocks causing damage to the left front fender.

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

Diagram

sidewalk

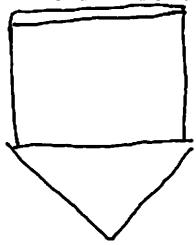
sidewalk



Barret st

↑ Marilyn's vehicle

sidewalk



← Marilyn's home

sidewalk

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").

No injuries. 2014 Scion XB sustained four dents on the left front fender.

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

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

| | |
|------------------------|------------------|
| Auto: | \$ <u>933.87</u> |
| Property: | \$ _____ |
| Personal injury: | \$ _____ |
| Other: (Specify below) | \$ _____ |
| TOTAL | |
| | \$ _____ |

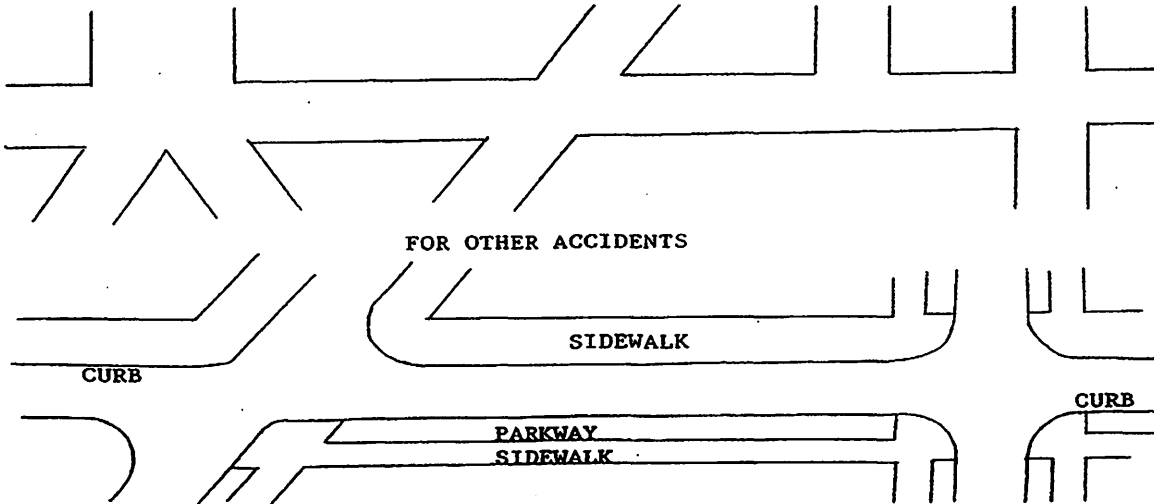
Damaged vehicle (if applicable)

Make: Scion Model: XB STD Year: 2014 Mileage: 555

Names and addresses of witnesses, doctors and hospitals: N/A

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 Marilynn Heimer DATE 7/22/16

DATE RECEIVED 7-25-16

RECEIVED BY MMD

CLAIM NO. PG 2530 10-16
JUL 25 '16 AM 11:39

CLAIM

Claimant's Name: Marilynn Heimer
Claimant's Address: 1814 Barrett st
Sheboygan, WI 53081
Claimant's Phone No. 920-457-5755

Auto \$ 933.87
Property \$ N/A
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL \$ 933.87

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 \$ 933.87.

SIGNED [Signature] DATE: 7/22/16

ADDRESS: 2800 South Taylor Drive - Acuity Insurance
Sheboygan, WI 53081

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



July 22, 2016

CLERK'S OFFICE
828 CENTER AVE
SHEBOYGAN WI 53081

Your Claim Number: N/A
Your Insured: CITY OF SHEBOYGAN
Our Claim Number: PG2530
Our Insured: MARILYNN J HEIMER
Date of Loss: 04/01/2016
Type of Loss: AUTO
Location: 1814 BARRETT ST,
SHEBOYGAN, WI 53081
Salvage Pending: Y or N

Dear Sir or Madam:

Because of our payment of the above claim, we are looking to you for reimbursement. Our documentation in substantiation of this claim is enclosed.

The amounts owed are as follows:

| | |
|---------------------------------|-----------|
| Payment | \$933.87 |
| Deductible | \$0.00 |
| Salvage Deduction | \$0.00 |
| Total Amount Owed <i>ACUITY</i> | \$ 933.87 |

Please mail the drafts to the address listed below:

ACUITY
Claims Department
PO Box 58
Sheboygan, WI 53082-0058

Your prompt consideration will be appreciated. Please be sure to include the above claim number on the payments.

Sincerely,

Diana Torres
Claim Representative
Diana.Torres@acuity.com

Enclosure(s)



PG2530

1 - OPEN
AUTO - ACUITY Auto/Motorcycle

Payment List Print

HEIMER, MARILYNN J

Loss Location: WI
Loss Date: 04/01/2016

Requestor: DIANA TORRES

Run Date: 07/22/2016

Time: 2:52PM

Payment Amount: \$933.87

Payment Number: 11649892

Pay To: MARILYNN J HEIMER AND DEAN'S AUTO BODY
INC

Mail To: MARILYNN J HEIMER
1814 BARRETT ST
SHEBOYGAN WI 53081

Pay Period:
Invoice Number:
Issued Date: 05/27/2016
Accounting Status: Honored 06/21/2016

Service Dates:
In Payment Of: COMP LOSS FOR 2014 SCION XB

Remarks: NO DEDUCTIBLE APPLIES



VIN



P/INT



MILEAGE



LR DR. DENT {NOT PART OF CLAIM}



LR DOOR GLASS {NOT PART OF CLAIM}



LT B PILLER DAMAGE {NOT PART OF CLAIM}



LF FENDER DAMAGE



LF



RF



RR



REAR

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

*** ESTIMATE ***

04/27/2016 01:49 PM

Owner

Owner: Marilyn J Heimer
Address: 1814 Barrett St
City State Zip: Sheboygan, WI 53081

Home/Day: (920)457-5755
FAX:

Control Information

Claim #: PG2530
Loss Date/Time: 04/01/2016 07:00 AM
Deductible: Unknown

Insured Policy # :
Loss Type: Other Com

Ins. Company: Acuity Insurance
Company Contact: Acuity

Agent: Diana Torres
Address:
Email: Diana.Torres@Acuity.com

Work/Day: (800)242-7666x1994

Insured: Marilyn J Heimer
Address:

Home/Day: (920)457-5755

Claim Rep: Diana Torres
Address:
Email: Diana.Torres@Acuity.com

Work/Day: (800)242-7666x1994

Inspection

Inspection Date: 04/28/2016 07:33 AM
Primary Impact: Left Front Side
Driveable: Yes

Inspection Type: Shop inspected
Secondary Impact:
Rental Assisted:

Assigned Date/Time:
First Contact Date/Time:

Received Date/Time: 05/27/2016 06:02 AM
Appointment Date/Time: 05/27/2016 08:00 AM

Repairer

Repairer: Dean's Auto Body
Address: 1407 North 29th St.
City State Zip: Sheboygan, WI 53081

Contact: Phil Black
Work/Day: (920)457-5494
FAX: (920)457-6495

Repair Start Date/Time:
Target Complete Date/Time: 06/16/2016 05:00 PM

Vehicle Drop Off Date/Time: 06/13/2016 08:00 AM
Days To Repair: 4

Vehicle

2014 Scion xB STD 4 DR Wagon
4cyl Gasoline 2.4
4 Speed Automatic

Lic.Plate: 991-XPS
 Lic Expire:
 Prod Date: 04/2014
 Veh Insp# :
 Condition:
 Ext. Color: CLASSIC SILVER MET
 Ext. Refinish: Two-Stage
 Ext. Paint Code: 1F7

Lic State: WI
 VIN: JTLZE4FE4EJ056158
 Mileage: 555
 Mileage Type: Actual
 Code: SC214C
 Int. Color:
 Int. Refinish: Two-Stage
 Int. Trim Code:

Options

| | | |
|--------------------------|--------------------------|--------------------------|
| 1st Row LCD Monitor(s) | 2nd Row Head Airbags | AM/FM CD Player |
| Air Conditioning | Alarm System | Anti-Lock Brakes |
| Auxiliary Audio Input | Center Console | Cruise Control |
| Digital Signal Processor | Dual Airbags | Fog Lights |
| Head Airbags | Keyless Entry System | Lighted Entry System |
| MP3 Decoder | Power Brakes | Power Door Locks |
| Power Mirrors | Power Steering | Power Windows |
| Projector Beam Headlamps | Rear Window Defroster | Rear Window Wiper/Washer |
| Side Airbags | Split Folding Rear Seat | Sport Seats |
| Stability Cntrl Suspensn | Steel Wheels | Strg Wheel Radio Control |
| Tachometer | Tilt & Telescopic Steer | Tinted Glass |
| Tire Pressure Monitor | Traction Control System | Trip Computer |
| Velour/Cloth Seats | Wireless Audio Streaming | Wireless Phone Connect |

Damages

| Line | Op | Guide | MC | Description | MFR.Part No. | Price | ADJ% B% | Hours | R |
|------|-------|-------|----|---|---------------------|---------|---------|-------|-----|
| 1 | N | 6 | | Front Bumper Cover R&I | Additional Labor | | | 1.2 | SM |
| 2 | RI | 96 | | Headlamp Assy, Halogen LT | R & I Assembly | | | 0.3 | SM |
| 3 | BR | 83 | 13 | Panel, Hood High Strength Steel | Blend Refinish | | | 2.2 | RF |
| | | | | | 1.1 Blend | | | | |
| | | | | | 0.6 Two-stage setup | | | | |
| | | | | | 0.5 Two-stage | | | | |
| 4 | I | 103 | | Fender, Front LT | Repair | | | 2.0* | SM |
| 5 | L | 103 | | Fender, Front LT | Refinish | | | 2.3 | RF |
| | | | | | 1.9 Surface | | | | |
| | | | | | 0.4 Two-stage | | | | |
| 6 | BR | 209 | | Pnl, Front Door Outer LT High Strength Steel | Blend Refinish | | | 1.2 | RF |
| | | | | | 0.8 Blend | | | | |
| | | | | | 0.4 Two-stage | | | | |
| 7 | RI | 231 | | Pnl, Inner Door Trim LT | R & I Assembly | | | INC | SM |
| 8 | RI | 258 | | Mldg, Front Door Belt LT | R & I Assembly | | | 0.3 | SM |
| 9 | RI | 229 | | Housing, Mirror Outer LT | R & I Assembly | | | 0.3 | SM |
| 10 | RI | 227 | | Handle, Front Door Otr LT | R & I Assembly | | | 1.3 | SM |
| 11 | L | M14 | | Corrosion Protection | Refinish | | | 0.2* | RF |
| 12 | EC | | | Cover car exterior | Replace Economy | \$5.00* | | 0.2* | SM |
| 13 | N | | | De-Nib and polish | Additional Labor | | | | SM* |
| 14 | N | | | Hazard, waste | Additional Labor | \$5.00* | | | SM |
| 14 | Items | | | | | | | | |

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

| | | | | |
|-------------------------|---------------------|--|----------|----------|
| Other Parts | | | \$10.00 | |
| Paint & Materials | 5.9 Hours @ \$36.00 | | \$212.40 | |
| Parts & Material Total | | | | \$222.40 |
| Tax on Parts & Material | @ 5.000% | | | \$11.12 |

| Labor | Rate | Replace Hrs | Repair Hrs | Total Hrs | | |
|---------------------|---------|-------------|------------|------------|----------|-----------------|
| Sheet Metal (SM) | \$58.00 | 2.4 | 3.2 | 5.6 | \$324.80 | |
| Mech/Elec (ME) | \$75.00 | | | | | |
| Frame (FR) | \$70.00 | | | | | |
| Refinish (RF) | \$58.00 | 5.9 | | 5.9 | \$342.20 | |
| Labor Total | | | | 11.5 Hours | | \$667.00 |
| Tax on Labor | | @ 5.000% | | | \$33.35 | |
| Gross Total | | | | | | \$933.87 |
| Less: Deductible | | | | | | Unknown- |
| Net Total | | | | | | \$933.87 |

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 53081 Geo 53081
 Recycled Parts NOT REQUESTED
 Rate Name Default

Audatex Estimating 7.0.813 ES 05/27/2016 10:31 AM REL 7.0.813 DT 05/01/2016 DB 05/15/2016
 Copyright (C) 2016 Audatex North America, Inc.

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

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

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

Op Codes

| | | |
|----------------------------|--------------------------------|----------------------------|
| * = User-Entered Value | E = Replace OEM | NG = Replace NAGS |
| EC = Replace Economy | OE = Replace PXN OE Srpls | UE = Replace OE Surplus |
| ET = Partial Replace Labor | EP = Replace PXN | EU = Replace Recycled |
| TE = Partial Replace Price | PM = Replace PXN Reman/Rebit | UM = Replace Reman/Rebuilt |
| L = Refinish | PC = Replace PXN Reconditioned | UC = Replace Reconditioned |
| TT = Two-Tone | SB = Sublet Repair | N = Additional Labor |

VI

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. November 7, 2016.

Your Committee to whom was referred R. O. No. 130-16-17 by the City Clerk, submitting license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018; recommends granting licenses with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------|----------------|
|------------|-------------|----------------|

| | | |
|-------|------------------|------------------------------|
| *1500 | Ebbers, Tyler J. | 1419 S. 11 th St. |
|-------|------------------|------------------------------|

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

Consent

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 130 - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting various license applications for the period ending December 31, 2016, June 30, 2017 and June 30, 2018.

City Clerk

CHANGE OF PREMISE

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------|--|
| 3150 | Craft 30 | 1015 S. 10 th St. - two-day event to be held 11/11/16 to 11/12/16 to include current premise and the SW corner of grassy lot, just south of existing brick/fenced-in patio area. (between patio and alley). |

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|---------------------------|----------------------------------|
| 1494 | Cichocki, Ericka M. | 2550 Calumet Dr. |
| 1496 | Colvin, Frank M. | 1621 Kentucky Ave. |
| 1511 | Donath, Kayla A. | 1824 Washington Ave. |
| 1500 | Ebbers, Tyler J. | 1419 S. 11 th St. |
| 7527 | Kropp, Denise F. | 707 Clara Ave. |
| 8230 | Lopour, David E. | 2129 N. 23 rd St. |
| 1502 | Martinez, Forest C. | 531 S. 8 th St. |
| 1515 | McMurray, Scott J. (Club) | 1217 E Channel Park Dr., Waupaca |
| 1507 | Regner, Justin J. | 456 Clay ST., Kiel |
| 2013 | Reif, Sheryl A. | 1529 Union Ave. |
| 5062 | Rountree, Lisa M. | 145 Lexington Ct., Sheb. Falls |
| 0415 | Sanchez, Mark A. | N8237 Cty Rd. J, Elkhart Lake |
| 1510 | Sawyer, Franki R. | 1224 St. Clair Ave. |
| 1506 | Testwuide, Chase D. | 209 Huron Ave. |
| 7784 | Udovich, Ronda L. | 1226 Main Ave. |

TAXICAB DRIVER'S LICENSE (December 31, 2016)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-------------------|-------------------------|
| 1509 | Gordon, Jody Lynn | 741 Acacia, Sheb. Falls |

*Law & Lic.
10/17/16 - grant all
Lic. except hold
Ebbers
11/7/16 - grant
Ebbers*

VI

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. November 7, 2016.

Your Committee to whom was referred R. O. No. 139-16-17 by the City Clerk submitting a communication from Basudev Adhikari, Sheboygan Liquor Depot, requesting an extension for the license due to certain delays with construction issues; recommends granting a 90-day extension.

Consent

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.3

R. O. No. 139 - 16 - 17. By CITY CLERK. October 17, 2016.

Submitting a communication from Basudev Adhikari, Sheboygan Liquor Depot, requesting an extension for the license due to certain delays with construction issues.

*Law & Lic
Ac & Lic &
grant a 90 day
extension*

City Clerk

OCT 13 '16 PM 1:15

October 13, 2016

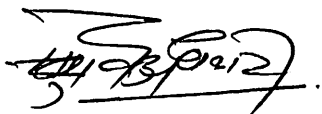
TO WHOM IT MAY CONCERN

I would like to inform you that the construction project at the Tidy store located at 810 N 14th St, Sheboygan may get delayed due to certain construction issues. The liquor license issued in the name of company ANANDA MARKETING LLC (SHEBOYGAN LIQUOR DEPOT: License no. 3187) will expire in the 2nd of November, 2016.

I am requesting you (The law and licensing committee) to grant an extension for the above mentioned liquor license for the Ananda Marketing LLC. (SHEBOYGAN LIQUOR DEPOT)

I hope you will take my request into consideration.

Thank you



Basudev Adhikari

Member: Ananda Marketing LLC

810 N 14th St.

Sheboygan, WI-53081

920-226-1786

VII

R. C. No. - 16 - 17. By LAW AND LICENSING. November 7, 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 licenses with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|--|------------------------|-----------------------------------|
| 1542 | Anderson, James C. | 1014 Dillingham Ave. |
| 6087 | Benirschke, Barbara J. | 910 N. 10 th St., #328 |
| 1536 | Bresser, Joel M. | 3142 S. 17 th St. |
| 1519 | Joshi, Bashudev | 1418 Wisconsin Ave. |
| 1517 | Mason JR., Charles W. | 1528 Main Ave. |
| 1528 | Moan, Chad R. | 2607 N. 8 th St. |
| *1550 | Outland, Brenda J. | 516A S. Water St. |
| *grant contingent upon the application being corrected, and with a warning to include all violations on future applications | | |
| 1534 | Patnode, Kasey L. | 924 Ashland Ave. |
| 1523 | Presley, Wendi J. | 530 N. 15 th St. |
| *7214 | Semsch, Daniel L. | 924 Logan Ave. |
| *grant contingent upon the application being corrected, and with a warning to include all violations on future applications | | |
| 7565 | Sievers, Fred A. | 4257 Honeysuckle Ct., #I203 |
| 5650 | Soerens, Donna M. | 1113 N. 10 th St. |
| 1548 | Sommerfeld, Adrian M. | 2307 Hillshire Dr., 1D |
| *1533 | Vandenberg, Brenda L. | 508 S. 13 th St. |
| *grant contingent upon the application being corrected, and with a warning to include all violations on future applications | | |
| 0661 | Vanic, Patrick R. | 3732 N. 12 th St. |

Consent

TAXICAB DRIVER'S LICENSE (December 31, 2016)

No. Name

Address

1532 Fiedler, Randy Bruce

40 Selma St., Plymouth

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 FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 338-15-16 by Finance to whom was referred R. C. No. 346-14-15 by Finance and R. O. No. 136-14-15 by the City Clerk submitting a claim Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.; recommends placing the documents 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

VI

7.7

R. C. No. 338- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 346-14-15 by Finance to whom was referred R. O. No. 136-14-15 by the City Clerk submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)*

Jue

Julie Kath

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____. *Michael J. Henderson* Mayor

VI

6.8

R. C. No. 346 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 136-14-15 by the City Clerk submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.; recommends that the document be referred to the new Common Council.

*Refer to
new Council
(Finance)*

Tom Bey
Julie Kath
[Signature]

[Signature]
[Signature]
[Signature]

Committee

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

II

4.3

R. O. No. 136 - 14 - 15. By CITY CLERK. October 6, 2014.

Submitting a claim from Barbara Behlke for alleged brain trauma/injury from electrical currents that are too strong on Bell Ave. and N. 10th St.

Inmate
new C.C

Susan Richards
City Clerk

4.3

II

187

James F. ...

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO. 15-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY 9/14 PM 3:42

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.**

TO CITY OF SHEBOYGAN

1. Name of Claimant: Barbara Behlke
2. Home address of Claimant: 1004 Bell Ave
3. Home phone number: 208 597 6749
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) when new wires were

6. Where did damage or injury occur? (give full description) park in

Bell & 10th
Public Utility - Elec. problem.

7. How did damage or injury occur? (give full description) _____

Brain injury trauma
Public Utility issue

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: Sarama-Engineer

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

Refuse to make changes to the wiring
a wattage going into the house

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: Very dangerous

wiring-wattage

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

Went to doctor - wear packs of ice all
day to keep myself from getting a brain hemorrhage

Atty; Jim Amodeo, Biebel, Surhke,

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").

Severe headaches - probing temple parietal lobe
The woman I step foot on Bell & 10th.

11. Name and address of any other person injured: Wafage much too high!

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

Auto: \$ —

Property: \$ —

Personal injury: \$ don't know

Other: (Specify below) \$ —

TOTAL Forced to move out of Sheboygan.

Damaged vehicle (if applicable) NA

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

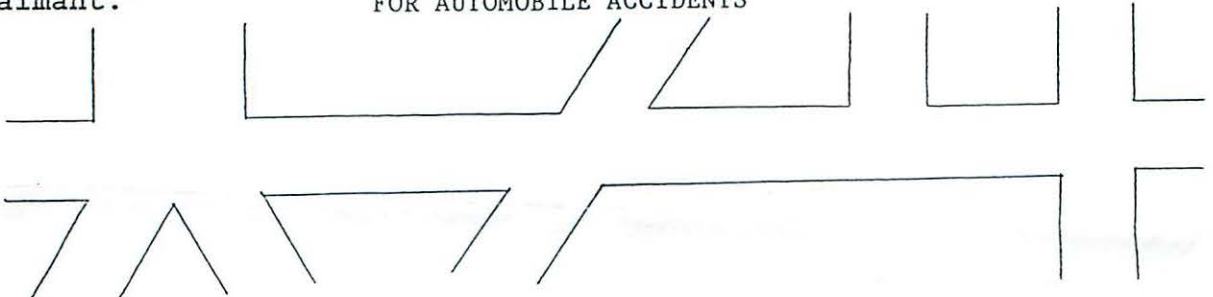
Names and addresses of witnesses, doctors and hospitals: _____

Dr. Michelle Raymond Peterson
Aura Clinic - Sheboygan Falls

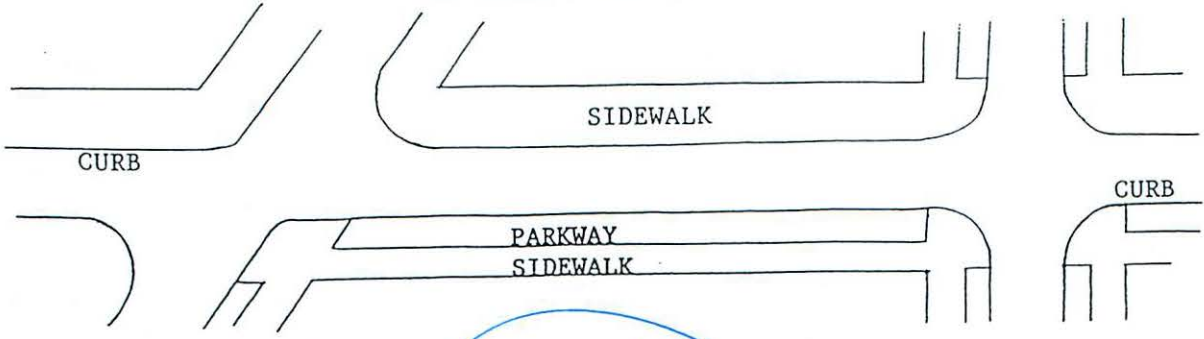
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS; LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Barbara J. Jeneke Date: 09-19-74

DATE RECEIVED 9-14-14

RECEIVED BY S. Smith

CLAIM NO. _____

CLAIM

Claimant's Name: Bobb Behe
Claimant's Address: 1004 Bell Ave
Sheboygan WI
Claimant's Phone No. 208-597 6719

Auto \$ _____
Property \$ _____
Personal Injury \$ _____
Other (Specify below) \$ _____
TOTAL _____

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

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

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

*Turn it off or
Down!
What you doing is illegal!*
(Electric Cereval too Strong)

SIGNED: Bobb Behe
ADDRESS: 1004 Bell Avenue
Sheboygan. WI 53083

DATE: 9-14-14

VI

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 339-15-16 by Finance and R. O. No. 151-14-15 by the City submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends placing the documents 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

VI

7.8

R. C. No. 339 - 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 347-14-15 by Finance to whom was referred R. O. No. 151-14-15 by the City Clerk submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends that the documents be referred to the new Common Council (2016-2017).

*Refer to
new Council
(2016-2017)
File*

Julie Kath

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____.

Approved _____ 20____.

Michael J. Bendus

City Clerk

Mayor

VI

6.9

R. C. No. 347 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 151-14-15 by the City Clerk submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell; recommends that the document be referred to the new Common Council.

*refer to
new Council
(Finance)*

John Be
Julie Kath
DA

Thyng D. Cook

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

3.1

R. O. No. 151 - 14 - 15. By CITY CLERK. October 20, 2014.

Submitting a claim from Elvera Monson for alleged injuries at the Sheboygan Quarry's building entrance when she tripped and fell.

Shawn Richards

City Clerk

Finance
new C.C.

121

III

121

Handwritten text, possibly a signature or name, written in cursive.

DATE RECEIVED OCT 15 2014

RECEIVED BY LSSchneider

CLAIM NO. 17-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 15 '14 AM 11:53

- 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.**

TO CITY OF SHEBOYGAN

- 1. Name of Claimant: ELVETA MONSON
- 2. Home address of Claimant: 3516 A S 12th ST #11
- 3. Home phone number: 920-452-0061
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) Sept 27, 2014

6. Where did damage or injury occur? (give full description) Shebo Quarry
Front Entrance

7. How did damage or injury occur? (give full description) Got off Bus,
tripped and fell

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: N/A

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

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: N/A

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

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").

Facial Lacerations from Glasses-when I hit the concrete, Profuse Bleeding, and Bruised Face

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

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

Auto: \$

Property: \$

Personal injury: \$NO Bills Recieved Yet

Other: (Specify below) \$

Pending TOTAL = Glasses Repair, Ambulance, Hosp Charges. Damaged vehicle (if applicable) ~ N/A

Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals: Fire Dept, EMTs - Aurora Emergency Dept, Dr. Margaret M. Barron MD. - ON call that day - Carol Koning (Friend)

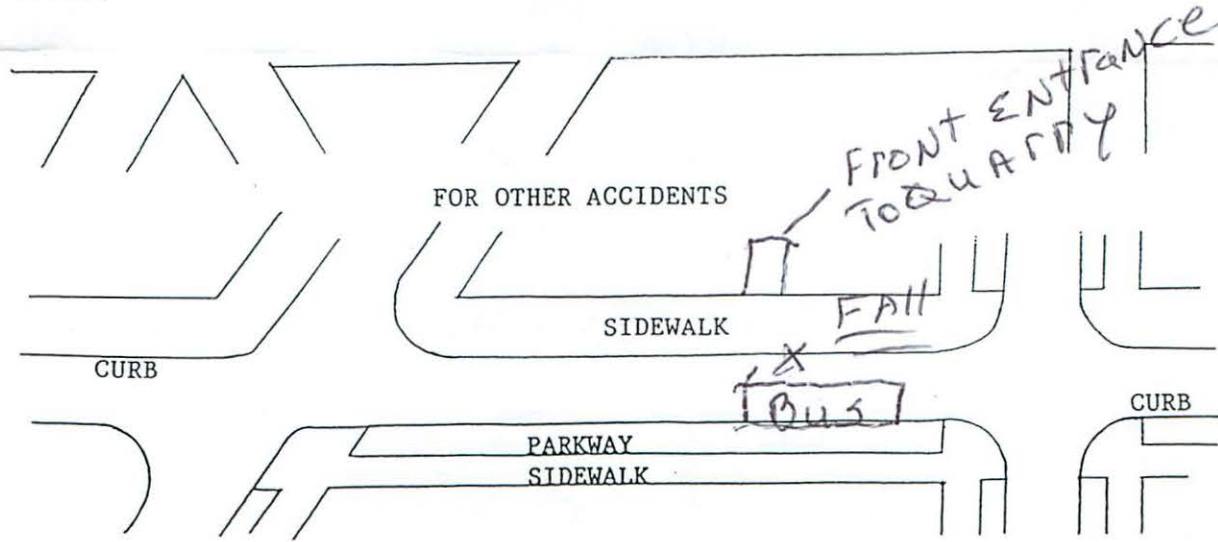
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Elvira Monson

Date: 10-15-14

DATE RECEIVED 10-15-14

RECEIVED BY LBS Monday

CLAIM NO. 17-14

CLAIM

OCT 15 '14 AM 11:53

| | | | |
|----------------------|-----------------------------|-----------------------|----------------|
| Claimant's Name: | <u>Elvera MONSON</u> | Auto | \$ _____ |
| Claimant's Address: | <u>3516A S. 12th St #11</u> | Property | \$ _____ |
| | <u>Sheboygan WI 53081</u> | Personal Injury | \$ _____ |
| Claimant's Phone No. | <u>920-452-0061</u> | Other (Specify below) | \$ _____ |
| | | TOTAL | <u>Pending</u> |

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 \$ _____

SIGNED: Elvera Monson DATE: 10-15-14

ADDRESS: 3516A S. 12th St

VI

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 340-15-16 by Finance, R. C. No. 348-14-15 and R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction; recommends placing the documents 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

VI

7.9

R. C. No. 340- 15 - 16. By FINANCE. March 21, 2016.

Your Committee to whom was referred R. C. No. 348-14-15 by Finance to whom was referred R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction; recommends that the documents be referred to the new Common Council (2016-2017).

*refer to
new Council
(2016-2017)
File*

Julie Kath
[Signature]

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____. Michael Vanderstok, Mayor

VI

6.10

R. C. No. 348 - 14 - 15. By FINANCE. April 8, 2015.

Your Committee to whom was referred R. O. No. 167-14-15 by the City Clerk submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction; recommends that the document be referred to the new Common Council.

*refer to
new Council
(Finance)*

John R. Kelly
Julie Kath
[Signature]

[Signature]
[Signature]
[Signature]

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. 167-14-15. By CITY CLERK. November 3, 2014.

Submitting a claim from Robert Lettre for alleged damages to his ceiling which cracked and fell during the 8th St. construction.

*Invoice
new C.C*

Susan Richards

City Clerk

1.0

III

checked good

DATE RECEIVED 10-27-14

RECEIVED BY LSShaeder

CLAIM NO. 20-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

OCT 27 '14 PM 2:01

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.

TO CITY OF SHEBOYGAN

1. Name of Claimant: Robert F. Lettre Sr
2. Home address of Claimant: 717 Dillingham Ave.
3. Home phone number: 920 452-7658
4. Business address and phone number of Claimant: Retired

5. When did damage or injury occur? (date, time of day) 9-20-14-10-19-14

6. Where did damage or injury occur? (give full description) Basement Laundry Room ceiling (Plaster) cracked & Pieces fall

7. How did damage or injury occur? (give full description) the shaking and vibration caused by the 8th street construction. When they were breaking the cement, the house shook and caused ceiling to crack and pieces fall. The shaking felt like a low grade earthquake or tremor.

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: _____

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

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

11. Name and address of any other person injured:

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

Auto:

\$ 900. to 1100.00

Property:

Personal injury:

\$ _____

Other: (Specify below)

\$ 1000.00 Pending

(Estimated cost to Repair, by PETE STRYSICK CONTRACTOR)

TOTAL

Damaged vehicle (if applicable)

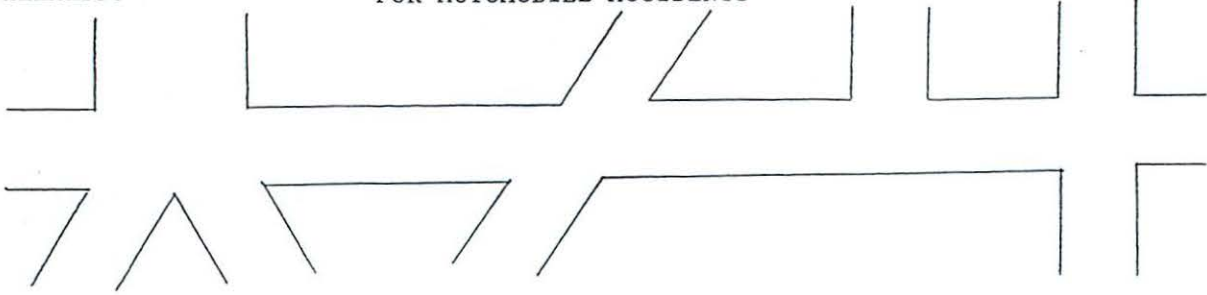
Make: _____ Model: _____ Year: _____ Mileage: _____

Names and addresses of witnesses, doctors and hospitals: _____

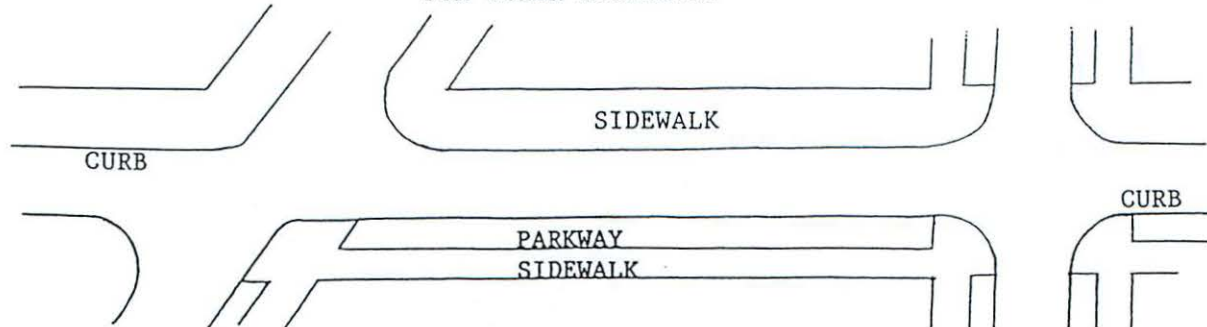
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by the Claimant.

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT

Robert F. Lettler Sr.

Date: 10-27-14

DATE RECEIVED 10-27-14

RECEIVED BY LSS Mueller

CLAIM NO. 2014

OCT 27 '14 PM 2:01

CLAIM

| | | | |
|----------------------|---------------------------|-----------------------|------------------|
| Claimant's Name: | <u>Robert F Lettke Sr</u> | Auto | \$ _____ |
| Claimant's Address: | <u>717 Dillingham Ave</u> | Property | \$ <u>900.00</u> |
| | <u>Sheboygan WI 53081</u> | Personal Injury | \$ _____ |
| Claimant's Phone No. | _____ | Other (Specify below) | \$ _____ |
| | | TOTAL | <u>Pending</u> |

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 \$ ~~900.00~~ Pending

SIGNED: Robert F. Lettke Sr.

DATE: 10-27-14

ADDRESS: 717 Dillingham Ave
Sheboygan WI 53081

20-14
9/20/14

Lettre.docx | Download ▾

1 of 1



KAP'S Construction Services
710 Union Avenue
Sheboygan, WI 53081

Phone 920-377-5130

E-mail: pstrysick@a

11/28/2014

Bob Lettre
721 Dillingham Avenue
Sheboygan WI 53081

The following is an estimate to repair damage to the plaster of the ceiling in the basement incurred by vibrating machines that were working on the South 8th Street sewer and resurfacing project. Lath vibrated from the ceiling causing the plaster to crack and fall from the ceiling leaving holes and missing plaster.

As Follows;

Reattach lath to floor joist as required
R & R electrical conduit as required to accommodate lath and plaster repair
Build up with multiple coats of plaster of drywall compound to finish
Sand and Prime as required.

Total cost of the estimate not to exceed \$750.00, (seven hundred fifty dollars)

Thank you for this opportunity to serve you

Peter M. Strysick
KAP'S Construction
920-377-5130

VII

R. C. No. _____ - 16 - 17. By LAW AND LICENSING. November 7, 2016.

At its meeting on October 25, 2016, your Committee voted to recommend that the Common Council grant Alc. Bev. Lic. No. 3187-Sheboygan Liquor Depot (Basudev Adhikari, Agent) an extension until January 31, 2017 to open for business.

Mr. Adhikari appeared before the committee and explained that Sheboygan Liquor Depot (810 North 14th Street) has not opened for business yet due to construction delays.

Your committee recommends that the common council grant an extension to Sheboygan Liquor Depot under the continuation of business ordinance until January 31, 2017.

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

VI

R. C. No. - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 7, 2016.

Your Committee to whom was referred R. O. No. 141-16-17 by the Chief of Police submitting his quarterly report showing the activities of the department for the period commencing July 1, 2016 and ending September 30, 2016; recommends that the document be accepted and placed on file.

Consent

_____ Committee

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

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

II

4.1

R. O. No. 141 - 16 - 17. By CHIEF OF POLICE. October 17, 2016.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the activities of my department for the period commencing July 1, 2016 and ending September 30, 2016.

| Part I Crimes | JUL | | AUG | | SEP | | 2016 TOTAL 3rd QTR Actual Offenses | 2015 TOTAL 3rd QTR Actual Offenses |
|--------------------------------------|-----------------|------------|-----------------|-------------------------------|-----------------|------------|------------------------------------|------------------------------------|
| | Actual Offenses | Cleared | Actual Offenses | Cleared | Actual Offenses | Cleared | | |
| Homicide | 1 | 1 | 0 | 0 | 0 | 0 | 1 | 0 |
| Rape | 0 | 0 | 3 | 1 | 1 | 0 | 4 | 8 |
| Robbery | 1 | 1 | 3 | 3 | 0 | 0 | 4 | 1 |
| Aggravated Assault | 12 | 10 | 6 | 9 | 9 | 8 | 27 | 38 |
| Burglary | 20 | 6 | 18 | 4 | 8 | 2 | 46 | 47 |
| Theft | 81 | 33 | 104 | 38 | 85 | 35 | 270 | 324 |
| Vehicle Theft | 1 | 1 | 6 | 4 | 2 | 0 | 9 | 10 |
| Arson | 0 | 0 | 1 | 0 | 0 | 0 | 1 | 1 |
| Total Part I Crimes | 116 | 52 | 141 | 59 | 105 | 45 | 362 | 429 |
| Total Current Actual Offenses | | 362 | | Total Current Cleared | | 156 | | |
| Same Quarter Last Year | | 429 | | Same Quarter Last Year | | 180 | | |

*PPS
Ac + File*

| Traffic Arrests | |
|-------------------------------|------------|
| JUL | 158 |
| AUG | 170 |
| SEP | 167 |
| Current Quarter | 495 |
| Same Quarter Last Year | 445 |

| Other Arrests | |
|-------------------------------|------------|
| JUL | 317 |
| AUG | 300 |
| SEP | 278 |
| Current Quarter | 895 |
| Same Quarter Last Year | 989 |

| Accidents Investigations | |
|---------------------------------|------------|
| Current Quarter | 480 |
| Same Quarter Last Year | 429 |

| Total Arrests | |
|-------------------------------|-------------|
| Current Quarter | 1390 |
| Same Quarter Last Year | 1434 |

| Property | JUL | AUG | SEP | Current Quarter | Same Quarter Last Year |
|---------------------------------|---------------|---------------|---------------|------------------------|-------------------------------|
| Value Property Stolen | 40,747 | 53,818 | 93,250 | 187,815 | 229,716 |
| Value Property Recovered | 5,432 | 15,704 | 8,048 | 29,184 | 43,679 |
| Percent Recovered | 13 | 29 | 9 | 16% | 19% |

Chief of Police Christopher D. Domagalski

VI

R. C. No. - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
November 7, 2016.

Your Committee to whom was referred R. O. No. No. 133-16-17 by the City Clerk submitting a communication along with a petition from Kelly Schillingowski et al. requesting that the one-hour parking signs be removed near Lincoln Ave. between 10th and 11th Streets; recommends that the documents be accepted and placed on file and to remove the one-hour parking signs near Lincoln Ave. between 10th and 11th Streets.

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

4.7

R. O. No. 133 - 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication along with a petition from Kelly Schillingowski et al. requesting that the one-hour parking signs be removed near Lincoln Ave. between 10th and 11th Streets.

~~PPS~~
Acceptable
& remove signs.

City Clerk

SEP 21 '16 AM 8:40

Kelly Schillingowski
1027 Lincoln Avenue
Sheboygan, WI 53081
920-457-0675
Schillingowski@sbcglobal.net
September 19, 2016

City of Sheboygan
City Clerk's Office
828 Center Avenue
Sheboygan, WI 53081

Dear City of Sheboygan:

I am writing in regards to the 1 Hour parking signs on my street. There is limited parking on my street, and there is a 1-hour parking sign near my home that was intended for the former, The Book Store, and it was intended for the three parking spots in front of The Book Store. There are also two signs near 10th and Lincoln which are also confusing, they are placed very close to each other, with one sign having two arrows for 1-hour parking and the other with an arrow pointing in one direction saying 1-hour parking from here to corner. Lincoln Avenue has parking on only one side of the street which adds to the limited parking. This is the only street on Lincoln Avenue that has these type of signs. I am asking, and my neighbors are asking to have the 1-hour parking signs removed. To my knowledge it is only the resident's that live here that have been ticketed, there is a tavern here on Lincoln avenue where customers park for many hours and are never ticketed.

I am sending along a petition signed by myself and my neighbors that live on Lincoln Avenue between 10th and 11th street in hopes of having the 1hour parking signs removed.

Thank You,

Kelly Schillingowski

Removal of Parking Restriction Signs, or modifications to the One Hour Parking, with possible Parking Permit for resident's on the street between, 10th and 11th on Lincoln Avenue.

| Name | Phone Number | Address |
|------------------------|----------------|-------------------|
| Sue Lawrence | | 1028 Lincoln Ave. |
| Rosa Sprecher | 920-254-1675 | 1031 Lincoln Ave. |
| Dale Belmont | 457-1086 | 1032 Lincoln Ave. |
| Walter | 457-3217 | 1025 " " |
| Walter Kuba | 457-3217 | 1025 " " |
| Sam Schillingowski | 287-4720 | 1027 Lincoln Ave |
| Dale Repinski | 451-1085 | 1015 Lincoln Ave |
| Doreen Repinski | " " | " " |
| Nancy Helmer | 978-37 | 1013 " " |
| Wynne Helmer | " " | " " |
| Russ Schubert | - | 1024 Lincoln Ave |
| Richard Schillingowski | (920) 457-0675 | 1027-LINCOLN AVE |
| Kelly Schillingowski | (920) 457-0675 | 1027 Lincoln Ave. |
| John | 920-627-0335 | 1020 Lincoln Ave |
| Jodie Munoz | 920-254-8357 | 1020 Lincoln Ave |

VI

R. C. No. - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 174-16-17 by Law and Licensing to whom was referred a copy R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds; recommends accepting and filing all documents.

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

VI

5.6

R. C. No. 174 - 16 - 17. By LAW AND LICENSING. September 19, 2016.

- Your Committee to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds; recommends approval of the document as presented.

*Finance
Ad. Ad.*

Susan J. Helzlsouer
MS

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.3

R. O. No. 103 - 16 - 17. By City Administrator. September 6, 2016.

Submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison.

*Finance,
Law & Licensing,
Public Protection & Safety,
Pub. Works &
Sal. & Grnd.
approve as presented*

City Administrator

BUDGET SUMMARY

2017

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Executive |
|---|-------------------|--------------------|------------------|------------------------|--------------------|----------------------|-------------------|
| Revenue | | | | | | | |
| Property tax levy | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,34 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 3,145,254 | 803,950 | 0 | 0 | 5,560,30 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,99 |
| Intergovernmental | 14,203,098 | 1,362,644 | 521,297 | 1,122,250 | 0 | 2,630,628 | 19,839,91 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 0 | 0 | 8,116 | 262,11 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,49 |
| Fines and Forfeitures | 284,850 | 800,000 | 0 | 0 | 0 | 0 | 1,084,85 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 4,154,000 | 10,795 | 847,407 | 6,242,71 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,248,187 | 1,172,000 | 0 | 7,122 | 5,632,86 |
| Other Revenue Sources | 0 | 0 | 0 | 10,334,909 | 0 | 0 | 10,334,90 |
| Total Revenue | 35,830,557 | 9,866,595 | 7,838,105 | 18,689,616 | 20,195 | 31,668,434 | 103,913,50 |
| Expenditures | | | | | | | |
| General Government | 3,705,213 | 529,290 | 47,699 | 4,000,000 | 0 | 9,576,919 | 17,859,12 |
| Public Safety | 20,616,502 | 751,048 | 0 | 1,172,445 | 0 | 0 | 22,539,99 |
| Public Works | 8,405,579 | 0 | 0 | 5,478,229 | 0 | 9,457,670 | 23,341,47 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,57 |
| Culture and Recreation | 2,483,926 | 4,832,064 | 0 | 5,680,242 | 0 | 198,435 | 13,194,66 |
| Conservation and Development | 351,149 | 1,119,026 | 0 | 1,170,000 | 0 | 0 | 2,640,17 |
| Transfers and other expenses | 233,083 | 3,318,325 | 7,677,181 | 1,132,755 | 1,250 | 10,559,188 | 22,921,78 |
| Total Expenditures | 36,045,273 | 10,549,753 | 7,724,880 | 18,633,671 | 2,000 | 29,792,212 | 102,747,78 |
| Excess of revenues over (under) expenditures | -214,716 | -683,168 | 113,225 | 55,945 | 18,195 | 1,876,222 | 1,165,71 |
| Fund Balance, January 1 | 21,556,234 | 1,753,600 | 7,702,517 | 3,294,080 | 2,088,800 | 0 | 36,395,23 |
| Fund Balance, December 31 | 21,341,518 | 1,070,442 | 7,815,742 | 3,350,025 | 2,106,995 | 0 | 35,684,72 |
| Net Position, January 1 | 0 | 0 | 0 | 0 | 0 | 85,196,885 | 85,196,88 |
| Net Position, December 31 | 0 | 0 | 0 | 0 | 0 | 87,073,107 | 87,073,10 |
| Net Property Tax Required | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,34 |

GENERAL FUND EXPENDITURE SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</u> | <u>Requested</u> | <u>Executive</u> |
| <u>General Government</u> | | | | | | |
| Office of the Mayor | 418,913 | 406,054 | 457,149 | 451,764 | 262,788 | 162,848 |
| Office of the City Administrator | 0 | 0 | 0 | 0 | 290,891 | 290,891 |
| Council | 120,650 | 119,879 | 123,630 | 123,630 | 128,374 | 130,374 |
| Clerk | 355,632 | 311,776 | 364,192 | 352,882 | 339,376 | 340,984 |
| Elections | 77,541 | 45,169 | 190,000 | 190,000 | 61,973 | 61,973 |
| Finance | 980,281 | 926,112 | 999,549 | 978,972 | 870,042 | 870,186 |
| Assessing | 443,506 | 399,850 | 374,973 | 367,873 | 326,898 | 326,898 |
| Human Resources | 210,652 | 295,794 | 263,231 | 258,124 | 286,715 | 261,727 |
| Office of the City Attorney | 444,393 | 452,785 | 435,787 | 419,880 | 421,339 | 421,399 |
| City Hall | 266,612 | 196,350 | 284,713 | 252,874 | 198,480 | 196,460 |
| Insurance | 166,403 | 188,392 | 398,394 | 322,624 | 301,470 | 301,470 |
| Employee Benefits | 104 | 100 | 340,003 | 340,003 | 340,003 | 340,003 |
| Total General Government | 3,464,687 | 3,342,261 | 4,231,621 | 4,058,606 | 3,826,329 | 3,705,213 |
| <u>Public Safety</u> | | | | | | |
| Police | 11,222,893 | 11,147,361 | 11,994,026 | 14,120,060 | 11,954,409 | 11,974,428 |
| Fire | 8,350,830 | 7,871,970 | 8,078,986 | 7,596,413 | 7,866,571 | 7,904,894 |
| Building Inspection | 600,992 | 633,145 | 720,041 | 734,708 | 731,209 | 731,401 |
| Civil Defense | 5,408 | 0 | 5,600 | 5,600 | 9,454 | 5,779 |
| Total Public Safety | 20,179,921 | 19,652,476 | 20,798,653 | 22,456,781 | 20,561,643 | 20,616,502 |
| <u>Public Works</u> | | | | | | |
| Administration | 248,101 | 244,056 | 249,542 | 247,182 | 257,941 | 258,037 |
| Engineering | 504,633 | 568,315 | 538,959 | 537,959 | 666,602 | 674,833 |
| Streets/Alleys/Sidewalks | 4,253,622 | 4,211,681 | 4,940,333 | 4,827,872 | 5,145,050 | 5,147,134 |
| Sanitation | 2,277,143 | 2,163,275 | 2,397,878 | 2,292,878 | 2,325,467 | 2,325,575 |
| Total Public Works | 7,283,499 | 7,187,327 | 8,126,712 | 7,905,891 | 8,395,060 | 8,405,579 |
| <u>Health and Human Services</u> | | | | | | |
| Cemetery | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| Total Health and Human Services | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| <u>Parks and Recreation</u> | | | | | | |
| Parks | 2,337,286 | 2,310,188 | 2,414,361 | 2,401,161 | 2,316,798 | 2,311,074 |
| Senior Activity Center | 177,845 | 162,029 | 181,998 | 175,238 | 172,840 | 172,852 |
| Total Parks and Recreation | 2,515,131 | 2,472,217 | 2,596,359 | 2,576,399 | 2,489,638 | 2,483,926 |
| <u>City Development</u> | | | | | | |
| City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| Total City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| <u>Other Financing Sources</u> | | | | | | |
| Interfund Transfers | 3,892 | 429 | 3,545 | 3,545 | 3,367 | 3,367 |
| Unclassified | 47,768 | 50,592 | 15,000 | 15,000 | 229,716 | 229,716 |
| Total Other Financing Sources | 51,660 | 51,021 | 18,545 | 18,545 | 233,083 | 233,083 |
| TOTAL GENERAL FUND | 34,717,055 | 33,503,768 | 36,274,722 | 37,711,661 | 36,021,675 | 36,045,273 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| Special Revenue Funds | | | | | | |
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 653,404 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 270,622 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 150,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,496 | 1,301,526 | 2,013,503 | 2,013,503 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 637,529 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 804,500 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,208,500 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 612,134 |
| Harbor Centre Marina Fund | 1,008,381 | 1,013,501 | 879,520 | 862,120 | 911,080 | 911,080 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 45,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 0 |
| E H Maywood Park Fund | 31,208 | 25,598 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 10,549,753 |
| Debt Service Funds | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,551,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 61,003 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 535,803 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 161,284 |
| TID 13 Debt Service Fund | 223,319 | 290,687 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 331,362 |
| TIF 15 Debt Service Fund | 157,439 | 166,931 | 175,051 | 158,815 | 158,815 | 158,815 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 165,505 | 164,331 | 158,830 | 158,830 | 163,944 | 163,944 |
| Total Debt Service Funds | 10,577,132 | 11,585,065 | 7,786,507 | 8,413,262 | 7,724,880 | 7,724,880 |
| Capital Project Funds | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,620,007 |
| Capital Improvement Fund | 996,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 10,339,909 |
| Industrial Park Fund | 2,191,096 | 85,989 | 4,100 | 4,100 | 313,755 | 313,755 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 0 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 210,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,501 | 18,633,671 | 18,633,671 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</u> | <u>Requested</u> | <u>Executive</u> |
| Internal Service Funds | | | | | | |
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 2,463,743 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,412,984 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 598,900 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 659,178 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,833 | 905,821 | 905,857 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 12,040,662 |
| Enterprise Funds | | | | | | |
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 5,680,721 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,343,927 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,062,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 465,637 |
| Boat Facilities Fund | 80,928 | 84,605 | 96,300 | 298,300 | 198,435 | 198,435 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 17,751,550 |
| Fiduciary Funds | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 2,000 |
| Everhard/Farrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 0 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 2,000 |

VI

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 175-16-17 by Public Protection and Safety to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds; recommends the following changes:

Building Inspection Department

Add an additional Part-time Code Enforcement Officer and an additional Part-time front desk permit clerk;

recommends accepting and adopting the documents.

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

VI

5.7

R. C. No. 175 - 16 - 17. By PUBLIC PROTECTION AND SAFETY.
September 19, 2016.

Your Committee to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds; recommends the following changes:

Building Inspection Department

Add an additional Part-time Code Enforcement Officer and an additional Part-time front desk permit clerk.

*Finance
Award*

Rosemarie Trester
Jason J. Holzschuh

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

21

IV

187

Benjamin Franklin
1764

REPORT OF THE COMMISSIONERS OF THE GENERAL LAND OFFICE
AND THE COMMISSIONERS OF THE GENERAL SURVEY
FOR THE YEAR 1874

II

3.3

R. O. No. 103 - 16 - 17. By City Administrator. September 6, 2016.

Submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison.

Finance,
Law & Licensing,
Public Protection & Safety,
Pub Works &
Sal. & Grnd.

City Administrator

Bldg. Insp.
Charge include add'l P.T. Code Enforcement officer & and add'l PT front desk permit clerk.

BUDGET SUMMARY

2017

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Executive |
|---|-------------------|--------------------|------------------|------------------------|--------------------|----------------------|--------------------|
| Revenue | | | | | | | |
| Property tax levy | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 3,145,254 | 803,950 | 0 | 0 | 5,560,301 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,990 |
| Intergovernmental | 14,203,098 | 1,362,644 | 521,297 | 1,122,250 | 0 | 2,630,628 | 19,839,917 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 0 | 0 | 8,116 | 262,116 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,499 |
| Fines and Forfeitures | 284,850 | 800,000 | 0 | 0 | 0 | 0 | 1,084,850 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 4,154,000 | 10,795 | 847,407 | 6,242,710 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,248,167 | 1,172,000 | 0 | 7,122 | 5,632,861 |
| Other Revenue Sources | 0 | 0 | 0 | 10,334,909 | 0 | 0 | 10,334,909 |
| Total Revenue | 35,830,557 | 9,866,595 | 7,838,105 | 18,689,616 | 20,195 | 31,868,434 | 103,913,502 |
| Expenditures | | | | | | | |
| General Government | 3,705,213 | 529,290 | 47,699 | 4,000,000 | 0 | 9,576,919 | 17,859,121 |
| Public Safety | 20,616,502 | 751,048 | 0 | 1,172,445 | 0 | 0 | 22,539,995 |
| Public Works | 8,405,579 | 0 | 0 | 5,478,229 | 0 | 9,457,670 | 23,341,478 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,571 |
| Culture and Recreation | 2,483,926 | 4,832,064 | 0 | 5,680,242 | 0 | 198,435 | 13,194,667 |
| Conservation and Development | 351,149 | 1,119,026 | 0 | 1,170,000 | 0 | 0 | 2,640,175 |
| Transfers and other expenses | 233,083 | 3,318,325 | 7,677,181 | 1,132,755 | 1,250 | 10,559,188 | 22,921,782 |
| Total Expenditures | 36,045,273 | 10,549,753 | 7,724,880 | 18,633,671 | 2,000 | 29,792,212 | 102,747,786 |
| Excess of revenues over (under) expenditures | -214,716 | -683,158 | 113,225 | 55,945 | 18,195 | 1,876,222 | 1,165,716 |
| Fund Balance, January 1 | 21,556,234 | 1,753,600 | 7,702,517 | 3,294,080 | 2,088,800 | 0 | 36,395,231 |
| Fund Balance, December 31 | 21,341,518 | 1,070,442 | 7,815,742 | 3,350,025 | 2,106,995 | 0 | 35,684,722 |
| Net Position, January 1 | 0 | 0 | 0 | 0 | 0 | 85,196,885 | 85,196,885 |
| Net Position, December 31 | 0 | 0 | 0 | 0 | 0 | 87,073,107 | 87,073,107 |
| Net Property Tax Required | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |

GENERAL FUND EXPENDITURE SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| <u>General Government</u> | | | | | | |
| Office of the Mayor | 418,913 | 406,054 | 457,149 | 451,764 | 262,788 | 162,848 |
| Office of the City Administrator | 0 | 0 | 0 | 0 | 290,891 | 290,891 |
| Council | 120,650 | 119,879 | 123,630 | 123,630 | 128,374 | 130,374 |
| Clerk | 355,632 | 311,776 | 364,192 | 352,862 | 339,376 | 340,984 |
| Elections | 77,541 | 45,169 | 190,000 | 190,000 | 61,973 | 61,973 |
| Finance | 960,281 | 926,112 | 999,549 | 978,972 | 870,042 | 870,186 |
| Assessing | 443,506 | 399,850 | 374,973 | 367,873 | 326,898 | 326,898 |
| Human Resources | 210,652 | 295,794 | 263,231 | 258,124 | 286,715 | 261,727 |
| Office of the City Attorney | 444,393 | 452,785 | 435,787 | 419,880 | 421,339 | 421,399 |
| City Hall | 266,612 | 196,350 | 284,713 | 262,874 | 196,460 | 196,460 |
| Insurance | 166,403 | 188,392 | 398,394 | 322,624 | 301,470 | 301,470 |
| Employee Benefits | 104 | 100 | 340,003 | 340,003 | 340,003 | 340,003 |
| Total General Government | 3,464,687 | 3,342,261 | 4,231,621 | 4,058,606 | 3,826,329 | 3,705,213 |
| <u>Public Safety</u> | | | | | | |
| Police | 11,222,893 | 11,147,361 | 11,994,026 | 14,120,060 | 11,954,409 | 11,974,428 |
| Fire | 8,350,630 | 7,871,970 | 8,078,986 | 7,596,413 | 7,866,571 | 7,904,894 |
| Building Inspection | 600,992 | 633,145 | 720,041 | 734,708 | 731,209 | 731,401 |
| Civil Defense | 5,406 | 0 | 5,600 | 5,600 | 9,454 | 5,779 |
| Total Public Safety | 20,179,921 | 19,652,476 | 20,798,653 | 22,456,781 | 20,561,643 | 20,616,502 |
| <u>Public Works</u> | | | | | | |
| Administration | 248,101 | 244,056 | 249,542 | 247,182 | 257,941 | 258,037 |
| Engineering | 504,633 | 568,315 | 538,959 | 537,959 | 666,602 | 674,833 |
| Streets/Alleys/Sidewalks | 4,253,622 | 4,211,681 | 4,940,333 | 4,827,872 | 5,145,050 | 5,147,134 |
| Sanitation | 2,277,143 | 2,163,275 | 2,397,878 | 2,292,878 | 2,325,467 | 2,325,575 |
| Total Public Works | 7,283,499 | 7,187,327 | 8,126,712 | 7,905,891 | 8,395,060 | 8,405,579 |
| <u>Health and Human Services</u> | | | | | | |
| Cemetery | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| Total Health and Human Services | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| <u>Parks and Recreation</u> | | | | | | |
| Parks | 2,337,286 | 2,310,188 | 2,414,361 | 2,401,161 | 2,316,798 | 2,311,074 |
| Senior Activity Center | 177,845 | 162,029 | 181,998 | 175,238 | 172,840 | 172,852 |
| Total Parks and Recreation | 2,515,131 | 2,472,217 | 2,596,359 | 2,576,399 | 2,489,638 | 2,483,926 |
| <u>City Development</u> | | | | | | |
| City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| Total City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| <u>Other Financing Sources</u> | | | | | | |
| Interfund Transfers | 3,892 | 429 | 3,545 | 3,545 | 3,367 | 3,367 |
| Unclassified | 47,768 | 50,592 | 15,000 | 15,000 | 229,716 | 229,716 |
| Total Other Financing Sources | 51,660 | 51,021 | 18,545 | 18,545 | 233,083 | 233,083 |
| TOTAL GENERAL FUND | 34,717,055 | 33,503,768 | 36,274,722 | 37,711,661 | 36,021,675 | 36,045,273 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| Special Revenue Funds | | | | | | |
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 653,404 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 270,622 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 150,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,496 | 1,301,626 | 2,013,503 | 2,013,503 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 637,529 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 804,500 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,208,500 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 612,134 |
| Harbor Centre Marina Fund | 1,008,381 | 1,013,501 | 879,520 | 862,120 | 911,080 | 911,080 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 45,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 0 |
| E H Maywood Park Fund | 31,208 | 25,596 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 10,549,753 |
| Debt Service Funds | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,551,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 61,003 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 535,803 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 161,284 |
| TID 13 Debt Service Fund | 223,319 | 290,887 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 331,362 |
| TIF 15 Debt Service Fund | 157,439 | 169,931 | 175,051 | 158,815 | 158,815 | 158,815 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 166,505 | 164,331 | 158,830 | 158,830 | 163,944 | 163,944 |
| Total Debt Service Funds | 10,577,132 | 11,585,085 | 7,796,507 | 8,413,262 | 7,724,880 | 7,724,880 |
| Capital Project Funds | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,620,007 |
| Capital Improvement Fund | 996,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 10,339,909 |
| Industrial Park Fund | 2,191,096 | 85,989 | 4,100 | 4,100 | 313,755 | 313,755 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 0 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 210,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,601 | 18,633,671 | 18,633,671 |

| | 2014 Actual | 2015 Actual | 2016 Amended | 2016 Estimated | 2017 Requested | 2017 Executive |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Internal Service Funds | | | | | | |
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 2,463,743 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,412,984 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 598,900 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 659,178 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,633 | 905,821 | 905,857 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 12,040,662 |
| Enterprise Funds | | | | | | |
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 5,680,721 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,343,927 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,062,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 465,637 |
| Boat Facilities Fund | 80,928 | 84,605 | 95,300 | 296,300 | 198,435 | 198,435 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 17,751,550 |
| Fiduciary Funds | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 2,000 |
| Everhard/Forrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 0 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 2,000 |

VI

R. C. No. - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Fund, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison; recommends the following changes:

AMEND the Storm Water Fund (blue pg. 217) transfer funds from 2016 of \$80,000 to 2017 budget.

AMEND the Capital Improvement Fund Civil Defense Equipment (blue pg. 278-279) transfer funds from 2016 of \$24,600 to 2017 budget. Note blue page needs updating to reflect changes.

AMEND the Capital Project Fund-Building Improvements to transfer funds from 2016 of \$55,000 to 2017 budget.

AMEND the Wastewater Fund (blue pg. 332) to remove the Account 649200 Equipment Replacement 2017 budget of \$400,000;

recommends accepting and adopting the documents.

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

VI

5.10

R. C. No. 178 - 16 - 17. By PUBLIC WORKS. September 19, 2016.

Your Committee to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting Your Committee to whom was referred R.O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Fund, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison; recommends the following changes:

AMEND the Storm Water Fund (blue pg. 217) transfer funds from 2016 of \$80,000 to 2017 budget.

AMEND the Capital Improvement Fund Civil Defense Equipment (blue pg. 278-279) transfer funds from 2016 of \$24,600 to 2017 budget. Note blue page needs updating to reflect changes.

AMEND the Capital Project Fund-Building Improvements to transfer funds from 2016 of \$55,000 to 2017 budget.

AMEND the Wastewater Fund (blue pg. 332) to remove the Account 649200 Equipment Replacement 2017 budget of \$400,000.

*Finance
Ac & Ad.*

John B. [Signature]
James A. [Signature]
Doug A. [Signature]

_____ 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

3.3

R. O. No. 103 - 16 - 17. By City Administrator. September 6, 2016.

Submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison.

Finance,
Law & Learning,
Public Protection & Safety,
Pub Works
Sal. & Grnd.

City Administrator

BUDGET SUMMARY

2017

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Executive |
|---|-------------------|--------------------|------------------|------------------------|--------------------|----------------------|--------------------|
| Revenue | | | | | | | |
| Property tax levy | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 3,145,254 | 803,950 | 0 | 0 | 5,560,301 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,990 |
| Intergovernmental | 14,203,098 | 1,362,644 | 521,287 | 1,122,250 | 0 | 2,630,628 | 19,839,917 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 0 | 0 | 8,116 | 262,116 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,499 |
| Fines and Forfeitures | 284,850 | 800,000 | 0 | 0 | 0 | 0 | 1,084,850 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 4,154,000 | 10,795 | 847,407 | 6,242,710 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,248,167 | 1,172,000 | 0 | 7,122 | 5,632,861 |
| Other Revenue Sources | 0 | 0 | 0 | 10,334,909 | 0 | 0 | 10,334,909 |
| Total Revenue | 35,830,557 | 9,866,595 | 7,838,105 | 18,689,616 | 20,195 | 31,668,434 | 103,913,502 |
| Expenditures | | | | | | | |
| General Government | 3,705,213 | 529,290 | 47,699 | 4,000,000 | 0 | 9,576,919 | 17,859,121 |
| Public Safety | 20,616,502 | 751,048 | 0 | 1,172,445 | 0 | 0 | 22,539,995 |
| Public Works | 8,405,579 | 0 | 0 | 5,478,229 | 0 | 9,457,670 | 23,341,478 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,571 |
| Culture and Recreation | 2,483,926 | 4,832,064 | 0 | 5,680,242 | 0 | 198,435 | 13,194,667 |
| Conservation and Development | 351,149 | 1,119,026 | 0 | 1,170,000 | 0 | 0 | 2,640,175 |
| Transfers and other expenses | 233,083 | 3,318,325 | 7,677,181 | 1,132,755 | 1,250 | 10,559,188 | 22,921,782 |
| Total Expenditures | 36,045,273 | 10,549,753 | 7,724,880 | 18,833,671 | 2,000 | 29,792,212 | 102,747,786 |
| Excess of revenues over (under) expenditures | -214,716 | -683,158 | 113,225 | 55,945 | 18,195 | 1,876,222 | 1,165,716 |
| Fund Balance, January 1 | 21,556,234 | 1,753,600 | 7,702,517 | 3,294,080 | 2,088,800 | 0 | 36,395,231 |
| Fund Balance, December 31 | 21,341,518 | 1,070,442 | 7,815,742 | 3,350,025 | 2,106,995 | 0 | 35,684,722 |
| Net Position, January 1 | 0 | 0 | 0 | 0 | 0 | 85,196,885 | 85,196,885 |
| Net Position, December 31 | 0 | 0 | 0 | 0 | 0 | 87,073,107 | 87,073,107 |
| Net Property Tax Required | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |

GENERAL FUND EXPENDITURE SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| <u>General Government</u> | | | | | | |
| Office of the Mayor | 418,913 | 408,054 | 457,149 | 451,764 | 262,788 | 162,848 |
| Office of the City Administrator | 0 | 0 | 0 | 0 | 290,891 | 290,891 |
| Council | 120,650 | 119,879 | 123,630 | 123,630 | 128,374 | 130,374 |
| Clerk | 355,632 | 311,776 | 364,192 | 352,862 | 339,376 | 340,984 |
| Elections | 77,541 | 45,169 | 190,000 | 190,000 | 61,973 | 61,973 |
| Finance | 960,281 | 926,112 | 999,549 | 978,972 | 870,042 | 870,186 |
| Assessing | 443,506 | 399,850 | 374,973 | 367,873 | 326,898 | 326,898 |
| Human Resources | 210,652 | 295,794 | 263,231 | 258,124 | 286,715 | 261,727 |
| Office of the City Attorney | 444,393 | 452,785 | 435,787 | 419,880 | 421,339 | 421,399 |
| City Hall | 266,612 | 196,350 | 284,713 | 252,874 | 196,460 | 196,460 |
| Insurance | 166,403 | 188,392 | 398,394 | 322,624 | 301,470 | 301,470 |
| Employee Benefits | 104 | 100 | 340,003 | 340,003 | 340,003 | 340,003 |
| Total General Government | 3,464,687 | 3,342,261 | 4,231,621 | 4,058,606 | 3,826,329 | 3,705,213 |
| <u>Public Safety</u> | | | | | | |
| Police | 11,222,893 | 11,147,361 | 11,994,026 | 14,120,060 | 11,954,409 | 11,974,428 |
| Fire | 8,350,630 | 7,871,970 | 8,078,986 | 7,596,413 | 7,866,571 | 7,904,894 |
| Building Inspection | 600,992 | 633,145 | 720,041 | 734,708 | 731,209 | 731,401 |
| Civil Defense | 5,406 | 0 | 5,600 | 5,600 | 9,454 | 5,779 |
| Total Public Safety | 20,179,921 | 19,652,476 | 20,798,653 | 22,456,781 | 20,561,643 | 20,616,502 |
| <u>Public Works</u> | | | | | | |
| Administration | 248,101 | 244,056 | 249,542 | 247,182 | 257,941 | 258,037 |
| Engineering | 504,633 | 568,315 | 538,959 | 537,959 | 666,602 | 674,833 |
| Streets/Alleys/Sidewalks | 4,253,622 | 4,211,681 | 4,940,333 | 4,827,872 | 5,145,050 | 5,147,134 |
| Sanitation | 2,277,143 | 2,163,275 | 2,397,878 | 2,292,878 | 2,325,467 | 2,325,575 |
| Total Public Works | 7,283,499 | 7,187,327 | 8,126,712 | 7,905,891 | 8,395,060 | 8,405,579 |
| <u>Health and Human Services</u> | | | | | | |
| Cemetery | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| Total Health and Human Services | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| <u>Parks and Recreation</u> | | | | | | |
| Parks | 2,337,286 | 2,310,188 | 2,414,361 | 2,401,161 | 2,316,798 | 2,311,074 |
| Senior Activity Center | 177,845 | 162,029 | 181,998 | 175,238 | 172,840 | 172,852 |
| Total Parks and Recreation | 2,515,131 | 2,472,217 | 2,596,359 | 2,576,399 | 2,489,638 | 2,483,926 |
| <u>City Development</u> | | | | | | |
| City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| Total City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| <u>Other Financing Sources</u> | | | | | | |
| Interfund Transfers | 3,892 | 429 | 3,545 | 3,545 | 3,367 | 3,367 |
| Unclassified | 47,768 | 50,592 | 15,000 | 15,000 | 229,716 | 229,716 |
| Total Other Financing Sources | 51,660 | 51,021 | 18,545 | 18,545 | 233,083 | 233,083 |
| TOTAL GENERAL FUND | 34,717,055 | 33,503,768 | 36,274,722 | 37,711,661 | 36,021,675 | 36,045,273 |

| | 2014 Actual | 2015 Actual | 2016 Amended | 2016 Estimated | 2017 Requested | 2017 Executive |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Special Revenue Funds | | | | | | |
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 653,404 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 270,622 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 150,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,496 | 1,301,626 | 2,013,503 | 2,013,503 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 637,529 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 804,500 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,208,500 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 612,134 |
| Harbor Centre Marina Fund | 1,008,391 | 1,013,501 | 879,520 | 862,120 | 911,080 | 911,080 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 45,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 0 |
| E H Maywood Park Fund | 31,208 | 25,596 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 10,549,753 |
| Debt Service Funds | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,551,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 61,003 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 535,803 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 161,284 |
| TID 13 Debt Service Fund | 223,319 | 290,887 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 331,362 |
| TIF 15 Debt Service Fund | 157,439 | 166,931 | 175,051 | 158,815 | 158,815 | 158,815 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 166,505 | 164,331 | 158,830 | 158,830 | 163,944 | 163,944 |
| Total Debt Service Funds | 10,577,132 | 11,585,085 | 7,796,507 | 8,413,262 | 7,724,880 | 7,724,880 |
| Capital Project Funds | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,620,007 |
| Capital Improvement Fund | 996,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 10,339,909 |
| Industrial Park Fund | 2,191,096 | 85,989 | 4,100 | 4,100 | 313,755 | 313,755 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 0 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 210,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,601 | 18,633,671 | 18,633,671 |

| | 2014 <u>Actual</u> | 2015 <u>Actual</u> | 2016 <u>Amended</u> | 2016 <u>Estimated</u> | 2017 <u>Requested</u> | 2017 <u>Executive</u> |
|-------------------------------------|-----------------------|-----------------------|------------------------|--------------------------|--------------------------|--------------------------|
| Internal Service Funds | | | | | | |
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 2,463,743 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,412,984 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 598,900 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 659,178 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,633 | 905,821 | 905,857 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 12,040,662 |
| Enterprise Funds | | | | | | |
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 5,680,721 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,343,927 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,062,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 465,637 |
| Boat Facilities Fund | 80,928 | 84,605 | 96,300 | 296,300 | 198,435 | 198,435 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 17,751,550 |
| Fiduciary Funds | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 2,000 |
| Everhard/Forrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 0 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 2,000 |

VI

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 177-16-17 by Finance to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds; recommends approval of the Human Resources Department's 2017 Executive Budget and accepting and adopting the documents.

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

VI

5.9

R. C. No. 177 - 16 - 17. By SALARIES AND GRIEVANCES. September 19, 2016.

Your Committee to whom was referred a copy of R. O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds; recommends approval of the Human Resources Department's 2017 Executive Budget.

*Finance
Ac & Ad.*



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

3.3

R. O. No. 103 - 16 - 17. By City Administrator. September 6, 2016.

Submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison.

Finance,
 Law & Licensing,
 Public Protection & Safety,
 Pub Works &
 Sal. & Grnd.
 ↓
 approve.

City Administrator

BUDGET SUMMARY

2017

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Executive |
|---|-------------------|--------------------|------------------|------------------------|--------------------|----------------------|--------------------|
| Revenue | | | | | | | |
| Property tax levy | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 3,145,254 | 803,950 | 0 | 0 | 5,560,301 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,990 |
| Intergovernmental | 14,203,098 | 1,362,644 | 521,297 | 1,122,250 | 0 | 2,630,628 | 19,839,917 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 0 | 0 | 8,116 | 262,116 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,499 |
| Fines and Forfeitures | 284,850 | 800,000 | 0 | 0 | 0 | 0 | 1,084,850 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 4,154,000 | 10,795 | 847,407 | 6,242,710 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,248,167 | 1,172,000 | 0 | 7,122 | 5,632,861 |
| Other Revenue Sources | 0 | 0 | 0 | 10,334,909 | 0 | 0 | 10,334,909 |
| Total Revenue | 35,830,557 | 9,866,595 | 7,838,105 | 18,689,616 | 20,195 | 31,668,434 | 103,913,502 |
| Expenditures | | | | | | | |
| General Government | 3,705,213 | 529,290 | 47,699 | 4,000,000 | 0 | 9,576,919 | 17,859,121 |
| Public Safety | 20,616,502 | 751,048 | 0 | 1,172,445 | 0 | 0 | 22,539,995 |
| Public Works | 8,405,579 | 0 | 0 | 5,478,229 | 0 | 9,457,670 | 23,341,478 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,571 |
| Culture and Recreation | 2,483,926 | 4,832,064 | 0 | 5,680,242 | 0 | 198,435 | 13,194,667 |
| Conservation and Development | 351,149 | 1,119,026 | 0 | 1,170,000 | 0 | 0 | 2,640,175 |
| Transfers and other expenses | 233,083 | 3,318,325 | 7,677,181 | 1,132,755 | 1,250 | 10,559,188 | 22,921,782 |
| Total Expenditures | 36,045,273 | 10,549,753 | 7,724,880 | 18,633,671 | 2,000 | 29,792,212 | 102,747,785 |
| Excess of revenues over (under) expenditures | -214,716 | -683,158 | 113,225 | 55,945 | 18,195 | 1,876,222 | 1,165,717 |
| Fund Balance, January 1 | 21,556,234 | 1,753,600 | 7,702,517 | 3,294,080 | 2,088,800 | 0 | 36,395,231 |
| Fund Balance, December 31 | 21,341,518 | 1,070,442 | 7,815,742 | 3,350,025 | 2,106,995 | 0 | 35,684,722 |
| Net Position, January 1 | 0 | 0 | 0 | 0 | 0 | 85,196,885 | 85,196,885 |
| Net Position, December 31 | 0 | 0 | 0 | 0 | 0 | 87,073,107 | 87,073,107 |
| Net Property Tax Required | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |

GENERAL FUND EXPENDITURE SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| <u>General Government</u> | | | | | | |
| Office of the Mayor | 418,913 | 408,054 | 457,149 | 451,764 | 262,788 | 162,848 |
| Office of the City Administrator | 0 | 0 | 0 | 0 | 290,891 | 290,891 |
| Council | 120,650 | 119,879 | 123,630 | 123,630 | 128,374 | 130,374 |
| Clerk | 355,632 | 311,776 | 364,192 | 352,862 | 339,376 | 340,984 |
| Elections | 77,541 | 45,169 | 190,000 | 190,000 | 61,973 | 61,973 |
| Finance | 960,281 | 926,112 | 999,549 | 978,972 | 870,042 | 870,186 |
| Assessing | 443,506 | 399,850 | 374,973 | 367,873 | 326,898 | 326,898 |
| Human Resources | 210,652 | 295,794 | 263,231 | 258,124 | 286,715 | 261,727 |
| Office of the City Attorney | 444,393 | 452,785 | 435,787 | 419,880 | 421,339 | 421,399 |
| City Hall | 266,612 | 196,350 | 284,713 | 252,874 | 196,460 | 198,460 |
| Insurance | 166,403 | 188,392 | 398,394 | 322,624 | 301,470 | 301,470 |
| Employee Benefits | 104 | 100 | 340,003 | 340,003 | 340,003 | 340,003 |
| Total General Government | 3,464,687 | 3,342,261 | 4,231,621 | 4,058,606 | 3,826,329 | 3,705,213 |
| <u>Public Safety</u> | | | | | | |
| Police | 11,222,893 | 11,147,361 | 11,994,026 | 14,120,060 | 11,954,409 | 11,974,428 |
| Fire | 8,350,630 | 7,871,970 | 8,078,986 | 7,596,413 | 7,866,571 | 7,904,894 |
| Building Inspection | 600,992 | 633,145 | 720,041 | 734,708 | 731,209 | 731,401 |
| Civil Defense | 5,406 | 0 | 5,600 | 5,600 | 9,454 | 5,779 |
| Total Public Safety | 20,179,921 | 19,652,476 | 20,798,653 | 22,456,781 | 20,561,643 | 20,616,502 |
| <u>Public Works</u> | | | | | | |
| Administration | 248,101 | 244,056 | 249,542 | 247,182 | 257,941 | 258,037 |
| Engineering | 504,633 | 568,315 | 538,959 | 537,959 | 666,602 | 674,833 |
| Streets/Alleys/Sidewalks | 4,253,622 | 4,211,681 | 4,940,333 | 4,827,872 | 5,145,050 | 5,147,134 |
| Sanitation | 2,277,143 | 2,163,275 | 2,397,878 | 2,292,878 | 2,325,487 | 2,325,576 |
| Total Public Works | 7,283,499 | 7,187,327 | 8,126,712 | 7,905,891 | 8,395,080 | 8,405,579 |
| <u>Health and Human Services</u> | | | | | | |
| Cemetery | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| Total Health and Human Services | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| <u>Parks and Recreation</u> | | | | | | |
| Parks | 2,337,286 | 2,310,188 | 2,414,361 | 2,401,161 | 2,316,798 | 2,311,074 |
| Senior Activity Center | 177,845 | 162,029 | 181,998 | 175,238 | 172,840 | 172,852 |
| Total Parks and Recreation | 2,515,131 | 2,472,217 | 2,596,359 | 2,576,399 | 2,489,638 | 2,483,926 |
| <u>City Development</u> | | | | | | |
| City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| Total City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| <u>Other Financing Sources</u> | | | | | | |
| Interfund Transfers | 3,892 | 429 | 3,545 | 3,545 | 3,367 | 3,367 |
| Unclassified | 47,768 | 50,592 | 15,000 | 15,000 | 229,716 | 229,716 |
| Total Other Financing Sources | 51,660 | 51,021 | 18,545 | 18,545 | 233,083 | 233,083 |
| TOTAL GENERAL FUND | 34,717,055 | 33,503,768 | 36,274,722 | 37,711,661 | 36,021,675 | 36,045,273 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| Special Revenue Funds | | | | | | |
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 653,404 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 270,622 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 150,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,486 | 1,301,526 | 2,013,503 | 2,013,503 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 637,529 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 804,500 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,208,500 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 612,134 |
| Harbor Centre Marina Fund | 1,008,381 | 1,013,501 | 879,520 | 862,120 | 911,080 | 911,080 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 45,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 0 |
| E H Maywood Park Fund | 31,208 | 25,596 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 10,549,753 |
| Debt Service Funds | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,551,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 61,003 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 535,803 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 161,284 |
| TID 13 Debt Service Fund | 223,319 | 290,687 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 331,362 |
| TIF 15 Debt Service Fund | 157,439 | 166,931 | 175,051 | 158,815 | 158,815 | 158,815 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 166,505 | 164,331 | 158,830 | 158,830 | 163,944 | 163,944 |
| Total Debt Service Funds | 10,577,132 | 11,585,085 | 7,796,507 | 8,413,262 | 7,724,880 | 7,724,880 |
| Capital Project Funds | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,620,007 |
| Capital Improvement Fund | 998,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 10,339,909 |
| Industrial Park Fund | 2,191,086 | 85,989 | 4,100 | 4,100 | 313,755 | 313,755 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 0 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 210,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,601 | 18,633,671 | 18,633,671 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| Internal Service Funds | | | | | | |
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 2,463,743 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,412,984 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 598,900 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 659,178 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,633 | 905,821 | 905,857 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 12,040,662 |
| Enterprise Funds | | | | | | |
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 5,680,721 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,343,927 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,082,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 465,637 |
| Boat Facilities Fund | 80,928 | 84,605 | 96,300 | 296,300 | 198,435 | 198,435 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 17,751,550 |
| Fiduciary Funds | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 2,000 |
| Everhard/Forrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 0 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 2,000 |

VI

R. C. No. - 16 - 17 . By FINANCE. November 7, 2016.

Your Committee to whom was referred R. C. No. 176-16-17 by Finance to whom was referred R.O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Fund, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison recommends the following changes:

Municipal Court

Increase Court Penalty Fines \$25,000; increase Software maintenance \$3,605 and increase salary and benefits \$21,395.

Block Grant Fund

Increase Intergovernmental Grant by \$281,539; establish Public Service contribution in the amount of \$140,480; increase Land by \$117,434; and increase Improvement other than buildings by \$23,625;

recommends accepting and adopting the documents.

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

VI

5.8

R. C. No. 176 - 16 - 17. By FINANCE. September 19, 2016.

Your Committee to whom was referred R.O. No. 103-16-17 by the City Administrator submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Fund, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison recommends the following changes:

Municipal Court

Increase Court Penalty Fines \$25,000; increase Software maintenance \$3,605 and increase salary and benefits \$21,395.

Block Grant Fund

Increase Intergovernmental Grant by \$281,539; establish Public Service contribution in the amount of \$140,480; increase Land by \$117,434; and increase Improvement other than buildings by \$23,625.

*Finance
Ac & Ad*

James A. Bohan
John B. [Signature]

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

3.3

R. O. No. 103 - 16 - 17. By City Administrator. September 6, 2016.

Submitting the attached summary of the 2017 Executive Budget for the General Fund, Special Revenue Funds, Debt Service Funds, Capital Projects Funds, Internal Service Funds, Enterprise Funds and Fiduciary Funds. The 2016 estimated, 2016 amended, 2015 actual and 2014 actual amounts are included for comparison.

Finance,
Law & Licensing,
Public Protection & Safety,
Pub Works &
Sal. & Grw.

City Administrator

BUDGET SUMMARY

2017

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Executive |
|---|-------------------|--------------------|------------------|------------------------|--------------------|----------------------|--------------------|
| Revenue | | | | | | | |
| Property tax levy | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 3,145,254 | 803,950 | 0 | 0 | 5,560,301 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,990 |
| Intergovernmental | 14,203,098 | 1,362,644 | 521,297 | 1,122,250 | 0 | 2,630,628 | 19,839,917 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 0 | 0 | 8,116 | 262,116 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,499 |
| Fines and Forfeitures | 284,850 | 800,000 | 0 | 0 | 0 | 0 | 1,084,850 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 4,154,000 | 10,795 | 847,407 | 6,242,710 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,248,167 | 1,172,000 | 0 | 7,122 | 5,632,861 |
| Other Revenue Sources | 0 | 0 | 0 | 10,334,909 | 0 | 0 | 10,334,909 |
| Total Revenue | 35,830,557 | 9,866,595 | 7,838,105 | 18,689,616 | 20,195 | 31,668,434 | 103,913,502 |
| Expenditures | | | | | | | |
| General Government | 3,705,213 | 529,290 | 47,699 | 4,000,000 | 0 | 9,576,919 | 17,859,121 |
| Public Safety | 20,616,502 | 751,048 | 0 | 1,172,445 | 0 | 0 | 22,539,995 |
| Public Works | 8,405,579 | 0 | 0 | 5,478,229 | 0 | 9,457,670 | 23,341,478 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,571 |
| Culture and Recreation | 2,483,926 | 4,832,064 | 0 | 5,680,242 | 0 | 198,435 | 13,194,667 |
| Conservation and Development | 351,149 | 1,119,026 | 0 | 1,170,000 | 0 | 0 | 2,640,175 |
| Transfers and other expenses | 233,083 | 3,318,325 | 7,677,181 | 1,132,755 | 1,250 | 10,559,188 | 22,921,782 |
| Total Expenditures | 36,045,273 | 10,549,753 | 7,724,880 | 18,633,671 | 2,000 | 29,792,212 | 102,747,789 |
| Excess of revenues over (under) expenditures | -214,716 | -683,158 | 113,225 | 55,945 | 18,195 | 1,876,222 | 1,165,713 |
| Fund Balance, January 1 | 21,556,234 | 1,753,600 | 7,702,517 | 3,294,080 | 2,088,800 | 0 | 36,395,231 |
| Fund Balance, December 31 | 21,341,518 | 1,070,442 | 7,815,742 | 3,350,025 | 2,106,995 | 0 | 35,684,722 |
| Net Position, January 1 | 0 | 0 | 0 | 0 | 0 | 85,196,885 | 85,196,885 |
| Net Position, December 31 | 0 | 0 | 0 | 0 | 0 | 87,073,107 | 87,073,107 |
| Net Property Tax Required | 15,233,665 | 2,415,741 | 2,886,889 | 1,102,507 | 0 | 511,547 | 22,150,349 |

GENERAL FUND EXPENDITURE SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| <u>General Government</u> | | | | | | |
| Office of the Mayor | 418,913 | 406,054 | 457,149 | 451,764 | 262,788 | 162,848 |
| Office of the City Administrator | 0 | 0 | 0 | 0 | 290,891 | 290,891 |
| Council | 120,650 | 119,879 | 123,630 | 123,630 | 128,374 | 130,374 |
| Clerk | 355,632 | 311,776 | 364,192 | 352,862 | 339,376 | 340,984 |
| Elections | 77,541 | 45,169 | 190,000 | 190,000 | 61,973 | 61,973 |
| Finance | 960,281 | 926,112 | 999,549 | 978,972 | 870,042 | 870,186 |
| Assessing | 443,506 | 399,850 | 374,973 | 367,873 | 326,898 | 326,898 |
| Human Resources | 210,652 | 295,794 | 263,231 | 258,124 | 286,715 | 261,727 |
| Office of the City Attorney | 444,393 | 452,785 | 435,787 | 419,880 | 421,339 | 421,399 |
| City Hall | 266,612 | 196,350 | 284,713 | 252,874 | 196,460 | 196,460 |
| Insurance | 166,403 | 188,392 | 398,394 | 322,624 | 301,470 | 301,470 |
| Employee Benefits | 104 | 100 | 340,003 | 340,003 | 340,003 | 340,003 |
| Total General Government | 3,464,687 | 3,342,261 | 4,231,621 | 4,058,606 | 3,826,329 | 3,705,213 |
| <u>Public Safety</u> | | | | | | |
| Police | 11,222,893 | 11,147,361 | 11,994,026 | 14,120,060 | 11,954,409 | 11,974,428 |
| Fire | 8,350,630 | 7,871,970 | 8,078,986 | 7,596,413 | 7,866,571 | 7,904,894 |
| Building Inspection | 600,992 | 633,145 | 720,041 | 734,708 | 731,209 | 731,401 |
| Civil Defense | 5,406 | 0 | 5,600 | 5,600 | 9,454 | 5,779 |
| Total Public Safety | 20,179,921 | 19,652,476 | 20,798,653 | 22,456,781 | 20,561,643 | 20,616,502 |
| <u>Public Works</u> | | | | | | |
| Administration | 248,101 | 244,056 | 249,542 | 247,182 | 257,941 | 258,037 |
| Engineering | 504,633 | 568,315 | 538,959 | 537,959 | 666,602 | 674,833 |
| Streets/Alleys/Sidewalks | 4,253,622 | 4,211,681 | 4,940,333 | 4,827,872 | 5,145,050 | 5,147,134 |
| Sanitation | 2,277,143 | 2,163,275 | 2,397,878 | 2,292,878 | 2,325,467 | 2,325,575 |
| Total Public Works | 7,283,499 | 7,187,327 | 8,126,712 | 7,905,891 | 8,395,060 | 8,405,579 |
| <u>Health and Human Services</u> | | | | | | |
| Cemetery | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| Total Health and Human Services | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| <u>Parks and Recreation</u> | | | | | | |
| Parks | 2,337,286 | 2,310,188 | 2,414,361 | 2,401,161 | 2,316,798 | 2,311,074 |
| Senior Activity Center | 177,845 | 162,029 | 181,998 | 175,238 | 172,840 | 172,852 |
| Total Parks and Recreation | 2,515,131 | 2,472,217 | 2,596,359 | 2,576,399 | 2,489,638 | 2,483,926 |
| <u>City Development</u> | | | | | | |
| City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| Total City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| <u>Other Financing Sources</u> | | | | | | |
| Interfund Transfers | 3,892 | 429 | 3,545 | 3,545 | 3,367 | 3,367 |
| Unclassified | 47,768 | 50,592 | 15,000 | 15,000 | 229,716 | 229,716 |
| Total Other Financing Sources | 51,660 | 51,021 | 18,545 | 18,545 | 233,083 | 233,083 |
| TOTAL GENERAL FUND | 34,717,055 | 33,503,768 | 36,274,722 | 37,711,661 | 36,021,675 | 36,045,273 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| Special Revenue Funds | | | | | | |
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 653,404 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 270,622 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 150,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,496 | 1,301,526 | 2,013,503 | 2,013,503 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 637,529 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 804,500 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,208,500 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 612,134 |
| Harbor Centre Marina Fund | 1,008,381 | 1,013,501 | 879,520 | 862,120 | 911,080 | 911,080 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 45,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 0 |
| E H Maywood Park Fund | 31,208 | 25,596 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 10,549,753 |
| Debt Service Funds | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,551,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 61,003 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 535,803 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 161,284 |
| TID 13 Debt Service Fund | 223,319 | 290,687 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 331,362 |
| TIF 15 Debt Service Fund | 157,439 | 166,931 | 175,051 | 158,815 | 158,815 | 158,815 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 165,505 | 164,331 | 158,830 | 158,830 | 163,944 | 163,944 |
| Total Debt Service Funds | 10,577,132 | 11,585,065 | 7,796,507 | 8,413,262 | 7,724,880 | 7,724,880 |
| Capital Project Funds | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,620,007 |
| Capital Improvement Fund | 996,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 10,339,909 |
| Industrial Park Fund | 2,191,096 | 85,989 | 4,100 | 4,100 | 313,755 | 313,755 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 0 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 210,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,501 | 18,633,671 | 18,633,671 |

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | Actual | Actual | Amended | Estimated | Requested | Executive |
| Internal Service Funds | | | | | | |
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 2,463,743 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,412,984 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 598,900 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 659,178 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,633 | 905,821 | 905,857 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 12,040,662 |
| Enterprise Funds | | | | | | |
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 5,680,721 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,343,927 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,062,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 465,637 |
| Boat Facilities Fund | 80,928 | 84,605 | 96,300 | 296,300 | 198,435 | 198,435 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 17,751,550 |
| Fiduciary Funds | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 2,000 |
| Everhard/Forrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 0 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 2,000 |

IV

R. C. No. - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred R. O. No. 127-16-17 by the City Administrator as part of the budget process, the attached listing of the estimated Unreserved Fund Balances at December 31, 2017 and outstanding debt as of December 31, 2016 is submitted for your information; recommends that the documents be accepted and adopted.

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

4.3

R. O. No. 127 - 16 - 17. By CITY ADMINISTRATOR. October 3, 2016.

As part of the budget process, the attached listing of the Estimated Unreserved Fund Balances at December 31, 2017 and outstanding debt as of December 31, 2016 is submitted for your information.

Inance
cc & file

City Administrator

2017 BUDGET/FUND BALANCE SUMMARY - ALL FUNDS

| | Estimated Fund Balance Dec. 31, 2016 | Budgeted Revenue | Tax Levy | Budgeted Expenditures | Estimated Fund Balance Dec. 31, 2017 |
|----------------------|--|---------------------|---------------------|--------------------------|--|
| General Fund | \$21,556,234 | \$20,627,410 | \$15,233,665 | \$36,075,791 | \$21,341,518 |
| Special Revenue | 1,833,600 | 7,757,393 | 2,415,741 | 10,931,045 | 1,075,689 |
| Debt Service | 7,702,517 | 4,801,716 | 2,886,889 | 7,724,880 | 7,666,242 |
| Capital Improvements | 2,523,680 | 19,247,109 | 1,102,507 | 19,334,271 | 3,539,025 |
| Enterprise | 17,592,419 | 19,586,694 | 511,547 | 17,751,550 | 19,939,110 |
| Internal Service | 16,689,120 | 11,570,193 | 0 | 12,040,662 | 16,218,651 |
| Fiduciary | 2,088,800 | 20,195 | 0 | 2,000 | 2,106,995 |
| Total | \$69,986,370 | \$83,610,710 | \$22,150,349 | \$103,860,199 | \$71,887,230 |

**CITY OF SHEBOYGAN
OUTSTANDING DEBT AS OF DECEMBER 31, 2016**

| Date of Issue | Date of Maturity | Outstanding Jan. 1, 2016 | Issued 2016 | Payments 2016 | Outstanding Dec. 31, 2016 | |
|--|------------------|-----------------------------|---------------------|---------------------|------------------------------|---------------------|
| <u>GENERAL OBLIGATION BONDED DEBT</u> | | | | | | |
| G.O. Refunding Bonds - 2006C | 7/1/2006 | 10/1/2022 | \$2,675,000 | \$0 | \$2,675,000 | \$0 |
| G.O. Refunding Bonds - 2006D | 7/1/2006 | 10/1/2022 | 4,900,000 | 0 | 4,900,000 | 0 |
| G.O. Corporate Bonds - 2007B | 9/1/2007 | 10/1/2026 | 7,300,000 | 0 | 275,000 | 7,025,000 |
| G.O. Refunding Bonds - 2010B | 6/7/2010 | 4/1/2027 | 5,480,000 | 0 | 625,000 | 4,855,000 |
| G.O. Refunding Bonds - 2010C | 10/18/2010 | 10/1/2010 | 545,000 | 0 | 545,000 | 0 |
| G.O. Refunding Bonds - 2015 | 8/4/2015 | 11/1/2018 | 2,375,000 | 0 | 780,000 | 1,595,000 |
| G.O. Refunding Bonds - 2016C | 8/25/2016 | 10/1/2022 | 0 | 2,720,000 | 0 | 2,720,000 |
| Total General Obligation Bonded Debt | | | \$23,275,000 | \$2,720,000 | \$9,800,000 | \$16,195,000 |
| <u>GENERAL OBLIGATION LONG TERM NOTES</u> | | | | | | |
| DNR Seawall Loan | 12/23/2002 | 12/15/2023 | 560,903 | 0 | 80,129 | 480,774 |
| DNR Land Recycling Loan | 4/14/2004 | 5/1/2023 | 318,580 | 0 | 39,822 | 278,758 |
| State Trust Fund Loan | 7/5/2006 | 3/15/2016 | 25,774 | 0 | 25,774 | 0 |
| G.O. Promissory Notes - 2010A | 6/7/2010 | 4/1/2020 | 1,090,000 | 0 | 205,000 | 885,000 |
| G.O. Promissory Notes - 2011A | 9/29/2011 | 10/1/2016 | 135,000 | 0 | 135,000 | 0 |
| G.O. Promissory Notes - 2012A | 5/10/2012 | 4/1/2022 | 3,360,000 | 0 | 450,000 | 2,910,000 |
| G.O. Promissory Notes - 2015 | 8/4/2015 | 10/1/2024 | 4,310,000 | 0 | 1,150,000 | 3,160,000 |
| G.O. Promissory Notes - 2016A | 4/20/2016 | 10/1/2025 | 0 | 3,400,000 | 0 | 3,400,000 |
| G.O. Promissory Notes - 2016B | 4/20/2016 | 10/1/2025 | 0 | 7,525,000 | 0 | 7,525,000 |
| Total General Obligation Notes | | | \$9,800,257 | \$10,925,000 | \$2,085,725 | \$18,639,532 |
| <u>MORTGAGE NOTES</u> | | | | | | |
| SDC Mortgage Notes | 1/16/1995 | Unknown | 225,000 | 0 | 0 | 225,000 |
| TOTAL DEBT OUTSTANDING | | | \$33,300,257 | \$13,645,000 | \$11,885,725 | \$35,059,532 |

II

R. O. No. - 16 - 17 . By HISTORIC PRESERVATION/HOUSING REHABILITATION COMMISSION. November 7, 2016.

Your Commission to whom was referred R. O. No. 129-16-17 by City Clerk submitting a communication from the Wisconsin Historical Society notifying the City that an adequately documented nomination for Washington Elementary School (1238 Geele Ave) has been received; wishes to report this matter was discussed at the regular meeting of the Historic Preservation/ Housing Rehabilitation Commission, October 26, 2016, and after due consideration, recommends accepting and filing of the RO.

Consent

Historic Preservation/Housing Rehab

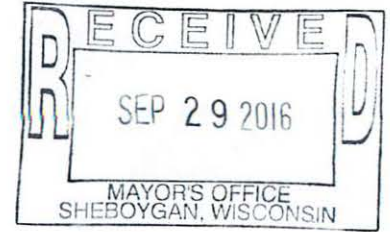
II

R. O. No. 129- 16 - 17. By CITY CLERK. October 3, 2016.

Submitting a communication from the Wisconsin Historical Society notifying the City that an adequately documented nomination for Washington Elementary School (1238 Geele Ave.) has been received.

Historic Preservation

City Clerk



September 28, 2016

The Honorable Michael Vandersteen
Mayor, City of Sheboygan
828 Center Avenue, Suite 301
Sheboygan, WI 53081

Dear Mayor Vandersteen,

This letter is to notify you that an adequately documented nomination for the following property located in Sheboygan has been received by our office for nomination to the National Register of Historic Places:

Washington Elementary School (1238 Geele Avenue)

In accordance with "Procedures for the Certification of Local Government in Wisconsin" copies of this nomination have been transmitted to the Sheboygan Historic Preservation Commission for review and comment regarding the eligibility of this property for listing in the National Register of Historic Places.

The report of the Commission will be forwarded to you for your recommendation regarding the eligibility of this property to the National Register. The Commission's report and your recommendation should be transmitted to our office within 60 days of the Commission's receipt of the nomination, in accordance with the Certification of Agreement between Sheboygan and the Wisconsin State Historic Preservation Review Board.

If you have any questions regarding this matter, please contact me at (608) 264-6501 or by email at peggy.veregin@wisconsinhistory.org.

Sincerely,

Peggy Veregin
National Register Coordinator

cc: Chair, Sheboygan Historic Preservation Commission

11

11

11

VIII

R. C. No. - 16 - 17 . By PUBLIC WORKS. November 7, 2016.

Your Committee to whom was referred Res. No. 120-16-17 by Alderperson Belanger authorizing entering into contract for the complete replacement of Ash trees affected by the Emerald Ash Borer along and in the vicinity of South Pier Drive; 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

5.2

Res. No. 120 - 16 - 17. By Alderperson Belanger. October 17, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the complete replacement of Ash trees affected by the Emerald Ash Borer along and in the vicinity of South Pier Drive.

WHEREAS: The Emerald Ash Borer has impacted all of the (85) Ash trees bordering South Pier Drive. A Request for quotes was issued for complete replacement of the affected trees and;

WHEREAS: The quotes were reviewed with the low quote from Johnson's Nursery Inc of Menomonee Falls WI and the quote includes complete removal and disposal of the affected trees and a two year warranty, and;

WHEREAS: The funding for this project will is being provided by the TID # 6 Capital Fund with the new trees to be planted in Early Spring of 2017. The TID # 6 Expenditure period is slated to end on December 31, 2017.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Johnson's Nursery Inc. of Menomonee Falls, WI in the amount of \$50,407.21 including removal and disposal of the affected trees.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the TID #6 Capital Fund Account # 41161100-530295 in payment of same.

*P.W.
approve*

John B. [Signature]

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. - 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 Wks.

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 |
| Louise 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 Hibbel | 105 Highland Dr., Glenbeulah |
| Sheila | 1306 Castle Ave |
| DeB | 2416 W. MARK DR |
| Pat | 1527 Castle Ave |
| Susan Wagner | 2434 N 28 St |
| Jeff Kruszynski | 2118 N 8th st |
| Janeen Bressler | " " |
| VICTOR KNOP | 1016 MEAD AVE. SHEB. |
| DON HULMES | HOWARDS GROVE |
| Georgia Otto | 333 Pennsylvania |
| Mary Ann | 1637 N. 10th St |
| Dick Edman | 2404 N. 31 st |
| Donna " | 2404 N. 31 st |
| Pam Driscoll | 427 N. Field Dr |
| Evelyn Preuninger | 914 N. 17th St Apt 106 |
| J. S. Bentley | 10010 Windpoint Ln, Cortburg |
| Marie Voland | N6890 Charter Rd |

Xwalk Safety at the "Y"

② Senior Classes

NAME

Address

| | |
|---------------------|-----------------------------------|
| Jane Holmes | 1008 Whittier Howard Grove |
| Linda Rasmussen | 3426 N. 37 th St Sheb. |
| Charlene Stegemeyer | 2321 No. 26 St Sheboygan |
| Rene Brisland | 3425 Elm Circle Sheb. |
| Shirley Horn | 5015 Playbird Rd Sheb. |
| Kathy DeLoe | 3643 Hannon Rd, Sheboygan |
| Patricia E. Weber | 3212 Saemann Ave. Sheb. |
| Sharon Huberty | 2233 N. 28 Sheb. |
| Mary Jane Jacoby | 3729 S. 13 St Sheb. |
| Judy Wagner | 929 Wilson St. Sheb. |
| Due DeBryal | 1105 Forest Ave Sheb. |
| Teresa Claesbro | N5612 Meadowlark - Sheb. Falls |
| Sarah Foelske | Sheboygan |

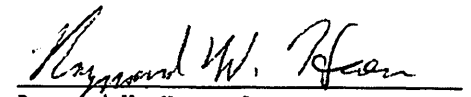
R. O. No. - 16 - 17. By BOARD OF WATER COMMISSIONERS. November 7, 2016.

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.

Finance


Gerald R. Van De Kreeke, President


Raymond W. Haen, Secretary


Mark Heinz, Member

Attachments

representatives, employees, guests, licensees, contractors, suppliers and/or invitees access to and from Grantee's Property through the Easement Area 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 maintenance of 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 in the 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 site of 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]

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

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

VGL 1367 PAGE 611
THE SPACE RESERVED FOR RECORDING DATA

94 NOV -2 P.3:09

THIS INDENTURE, Made this 31st day of OCTOBER, A. D., 1994, between Margaret M. Rammer, a single person, Earl R. Rammer, a single person, and Jerome J. Rammer and Betty J. Rammer, husband and wife.

the City of Sheboygan, a Municipal Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan Wisconsin, party of the second part.

Witnesseth, That the said parties 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, releas, 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

RECORDED
SHEBOYGAN COUNTY, WI
Deputy of Aerial Registrar
In Vol. 1367 of Records on page 611/13

RETURN TO
Attorney John M. Hayes
607 North Eighth St.
Sheboygan, WI 53081

001EH9986 0004 JR \$8.00
001EH9986 0004 LRIB \$2.00
001EH9986 0004 CP LRM \$4.00
\$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 parties 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 ensembling 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 parties of the first part have hereunto set their hand, s. and seals this 31st day of October, A. D., 1994.

SIGNED AND SEALED IN PRESENCE OF

Margaret M. Rammer (SEAL)
Earl R. Rammer (SEAL)
Jerome J. Rammer (SEAL)
Betty J. Rammer (SEAL)

State of Wisconsin, County of Sheboygan ss.

Personally came before me, this 31st day of October, A. D., 1994, 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.

THIS INSTRUMENT WAS DRAFTED BY Stanley G. Schreiber, Notary Public, Sheboygan County, Wis.

Stephen G. McLean, WI State Bar No. 01011662, My commission (expires) (is) 12/24/95



(Section 59.51 (1) of the Wisconsin Statutes provides 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.

DILHR USE

VOL 1367 PAGE 613

Rental Unit Energy Efficiency Standards

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

TYPE OR PRINT USING BLACK INK

Waiver

| | | | | | |
|---|-------------------------------|--|--|-------------------------------------|---|
| Seller's Name(s): Margaret Rammer Earl Rammer Jerome Rammer | | Rental Building Location - Street Address: 5423 County Trunk OK | | Recording Information (Leave Blank) | |
| Street Address: 5423 County Trunk OK | | City: Sheboygan | County: Sheboygan | | |
| City: Sheboygan | State & Zip Code: WI 53081 | Number of Rental Buildings on Property: 1 | Number of Rental Units on Property: 1 | | |
| Seller's Telephone Number (Indicate area code): 452-6421 (414) | | | | | |
| 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. | | | | | |
| | | | | | 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

(WWW)

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): <i>[Signature]</i> | | 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: <input checked="" type="checkbox"/> DILHR Agent Auth. or Tax Rev. # SA | <input type="checkbox"/> DILHR <input type="checkbox"/> Authorized Municipality | Date Validated: 11/1/94 | Expiration Date (add two (2) years to Date Validated): 11/1/96 | |
| Print Official's Name: Sue VanGis-Behr | Official's Signature Number from Stamp Here: <i>[Signature]</i> | 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)
COUNTY OF SHEBOYGAN) SS.

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.

Edwin Kocemus, Register.

#####

251047a GRANT.

Name, Carl P. Rammer and Alma Rammer
Line title-----

P. O. Sheboygan, Wis.
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 on land owned by Carl P. Rammer and wife and described as follows: Part S $\frac{1}{2}$ NW $\frac{1}{4}$ part S $\frac{1}{2}$ NE $\frac{1}{4}$. Part N $\frac{1}{2}$ SW $\frac{1}{4}$ Part NW $\frac{1}{4}$ SE $\frac{1}{4}$, 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
Address: Sheboygan, Wis.
Witness: Arthur G. Kaems
Address: Sheboygan, Wisc.

Carl Rammer Seal.
Land Owner.
and Alma Rammer Seal.
His Wife.

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) SS.

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.

Edwin Kocemus, Register.

#####

251048a GRANT.

Name, Jake Rammer and Alma Rammer,
Line title-----

P. O. Sheboygan, Wis.
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 as follows: Part N $\frac{1}{2}$ of SW $\frac{1}{4}$ and part N $\frac{1}{2}$ SE $\frac{1}{4}$ 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
Address: Sheboygan, Wis.
Witness: Arthur G. Kaems
Address: Sheboygan, Wisc.

Jake Rammer Seal.
Land Owner.
and Alma Rammer Seal.
His Wife.

STATE OF WISCONSIN)
COUNTY OF SHEBOYGAN) SS.

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.

Edwin Kocemus, Register.

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(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.
3. TERM OF LEASE. The primary term of this lease shall be three (3) years, commencing 7/1 1962, (being the first day of the month, coincidental with or next following the date of execution of these presents by the Lessor and Lessee.)
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 (e) 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.

4. COVENANTS OF LESSOR. The Lessor hereby covenants that:

(a) The Lessor has good and merchantable title to said Premises, subject only to the following None

341

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 12 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 Mesozoika strata 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.

5. 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.

6. ASSIGNMENT. The privilege of assigning or subletting in whole or in part is expressly allowed, and if the estate of either party hereto is assigned or sublet, the express and implied covenants hereof shall extend to the assignee, 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 meters 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.

7. APPLICABLE LAWS. All express and implied covenants of this lease shall be subject to all applicable laws, governmental orders, rules and regulations.

8. 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.
Willard M. Tinsley, Jr.
Gerald Sanders
Gerald Sanders
Willard M. Tinsley, Jr.
Willard M. Tinsley, Jr.
Gerald Sanders
Gerald Sanders

Alma M. Rammer (SEAL)
Alma M. Rammer
Jacob Rammer (SEAL)
Jacob Rammer

ACKNOWLEDGMENT BY INDIVIDUAL

STATE OF Wisconsin)
COUNTY OF Sherburne) 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.

My Commission expires:

6/21/64

Gerald Sanders
Gerald Sanders
Sherburne
Notary Public
County of Wisconsin

ACKNOWLEDGMENT BY CORPORATION

756748

GAS STORAGE AND EXPLORATION LEASE

FROM

Jacob Rammer et al.

TO

Texas-Wisconsin Exploration Corp.
914 Center St., Oostburg, Wisconsin

STATE OF WISCONSIN
SHERBORN COUNTY

Filed for record this 5th day

of October 1962

at 4:42 o'clock PM and recorded

in Volume 11 at Page 341

Ray G. Swindrich
Recorder.

Deputy.

Net Brunter

10/6/62

6/PMB
11/14/62

ASSIGNMENT AND CONVEYANCE

879899

R 4/4/66

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,

| <u>Grantors of Lease</u> | <u>Date</u> | <u>Section</u> | <u>Township (N)</u> | <u>Range (E)</u> | <u>Recording Date</u> | <u>Volume (Contracts)</u> | <u>Pages</u> | <u>Document No.</u> |
|---|-------------|----------------|-------------------------|----------------------|---------------------------|-------------------------------|--------------|-------------------------|
| 564. Jacob Razmer and Alma M., h.w. | 8/ 5/60 | 9 | 14 | 23 | 10/ 3/60 | 11 | 340/1 | 756748 |
| 565. Harold C. Gartmann and Jesmette, h.w. | 8/ 1/60 | 9 | 14 | 23 | 10/ 3/60 | 11 | 342/3 | 756749 |
| 566. Agnes Kuesmet (single woman) | 8/ 9/60 | 9 5 | 14 14 | 23 23 | 10/ 3/60 | 11 | 344/5 | 756750 |
| 567. Leland W. Bautel and Margaret D., h.w. | 8/ 4/60 | 9 | 14 | 23 | 10/ 3/60 | 11 | 346/7 | 756751 |
| 568. Carl P. Rozmer 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. Razmer 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 Jensen and Johanna, h.w. | 7/25/60 | 15 | 14 | 23 | 10/ 3/60 | 11 | 362/2 | 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 |

**TRANSFER OF
EASEMENT RIGHTS**

Document Number

Document Title

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]

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)

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 | 1980 | |
| " | " | " | SE | 09 | 14 | 23 | " | |
| GAS EASEMENT | HAROLD C & JEANETTE GARTMANN | 756749 | SW | 09 | 14 | 23 | 1980 | |
| " | " | " | SE | 09 | 14 | 23 | " | |
| GAS EASEMENT | AGNES KUEMMET | 756750 | NW | 09 | 14 | 23 | 1980 | |
| " | " | " | SE | 05 | 14 | 23 | " | |
| GAS EASEMENT | JOHN G & MARIE CLAIRE KUEMMET | 756746 | SW | 09 | 14 | 23 | 1980 | |
| " | " | " | SE | 10 | 14 | 23 | " | |
| " | " | " | NW | 16 | 14 | 23 | " | |
| GAS EASEMENT | AUGUST J & HELEN M RAMMER | 756316 | SW | 09 | 14 | 23 | 1980 | |
| " | " | " | 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 | 1980 | |
| " | " | " | SE | 09 | 14 | 23 | " | |
| GAS EASEMENT | ARWIN W & HILDEGARD SOMMER | 756747 | SW | 09 | 14 | 23 | 1980 | |
| GAS EASEMENT | MARVIN L & JANET F RAMMER | 756745 | SW | 10 | 14 | 23 | 1980 | |
| GAS EASEMENT | EW FRITSCH & GLORIA POTH | | NW | 15 | 14 | 23 | 1980 | B30 |
| GAS EASEMENT | JW HYINK, EST, C/O MR MARTIN DE RUYTER | | NE | 27 | 13 | 22 | 1980 | B31 |
| " | " | | NW | 27 | 13 | 22 | " | B31 |
| GAS EASEMENT | JESSE & MARY LAMMERS | | SE | 30 | 14 | 22 | 1980 | B32 |
| " | " | | NE | 31 | 14 | 22 | " | B32 |

1417136

VOL 1371 PAGE 988

RECORDED
SHEBOYGAN COUNTY, WI
Deputy of Naval Registrar
In Vol. 1371 of
~~Record~~ on page 988/9

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



94 DEI: -5 P1:23

| | | | |
|-----------|------|--------|---------|
| 001E#1713 | 0004 | JR: | \$10.00 |
| 001E#1713 | 0004 | LRIB | \$2.00 |
| 001E#1713 | 0004 | CO LRM | \$4.00 |

nesw
nwsc
9
14.23

OFFICE OF CITY CLERK
SHEBOYGAN, WISCONSIN
CITY HALL

I hereby certify that this is a true copy of a document from the Common Council proceedings of the City of Sheboygan.

VOL 1371 PAGE 989

Patricia Baldwin
City Clerk

X

Ocker 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:

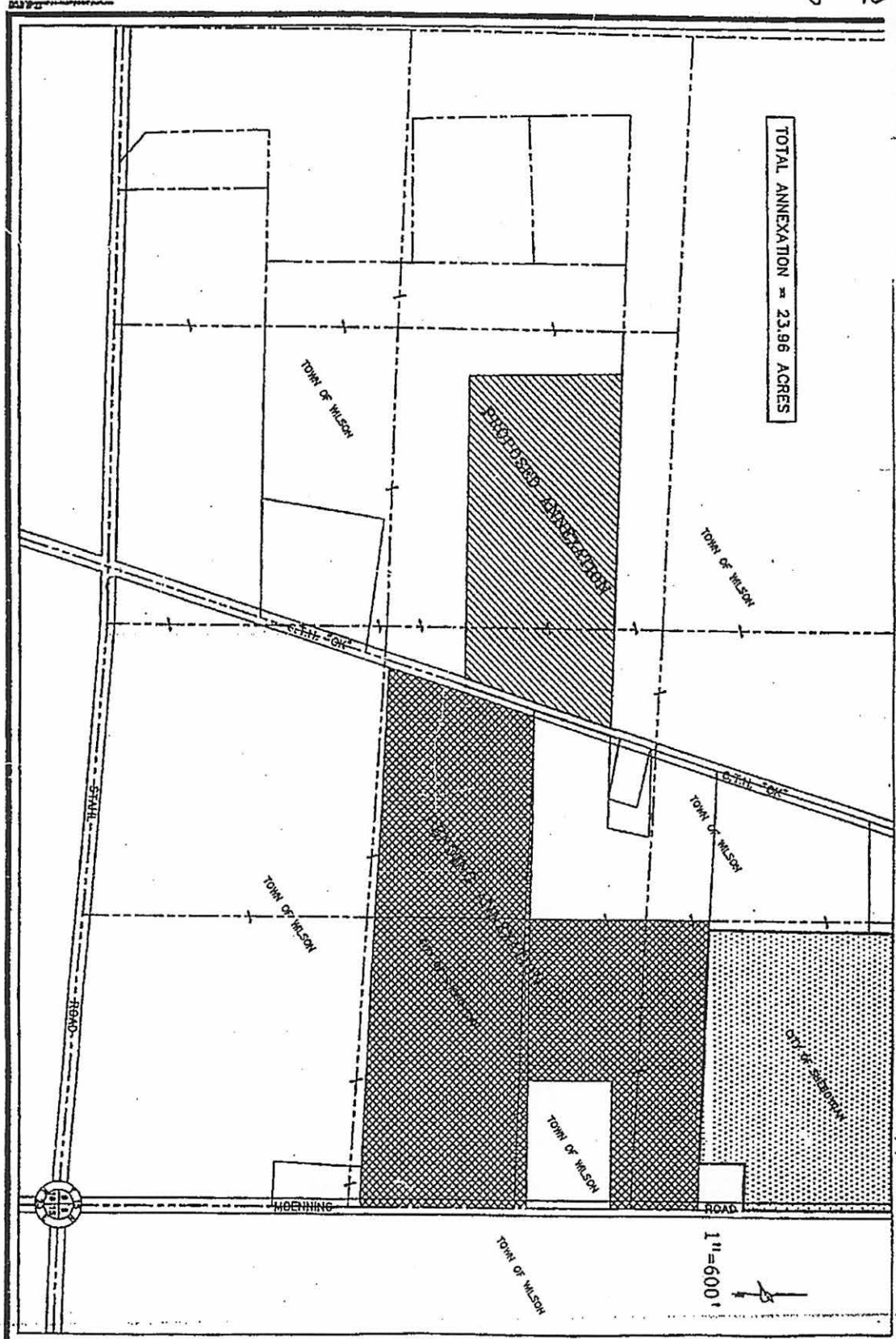
Section 1. In accordance with §66.021 of the Wisconsin Statutes and a petition for direct annexation filed with the City Clerk on the 14th day of October, 1994, signed by the owners of all the real property in the area in which no electors reside, the following described territory in the Town of Wilson, 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.*



TOTAL ANNEXATION = 23.96 ACRES

| | | |
|----------|--------------|-----------------|
| APPROVED | DATE | BY |
| | SEPT 29 1924 | LLOYD P. KELLEY |
| | | CITY ENGINEER |

**CITY OF SHEBOYGAN - ANNEXATION
RAMMER WEST OF C.T.H. "OK"**

SHEBOYGAN, WISCONSIN



Graphic Scale 0' 100' 200' 400'
ANNEXATIONS - 1
LLOYD P. KELLEY, CITY ENGINEER
SEPTEMBER 29, 1924

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
DCO

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 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 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, 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

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.



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.

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



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SCHEDULE B – SECTION II EXCEPTIONS

File #:855417



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 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

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



Your nationwide source for title and closing services.
Visit www.knightbarry.com for a list of offices and services.

SCHEDULE B – SECTION II EXCEPTIONS

File #:855417



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.

ALTA TITLE COMMITMENT (6/17/2006) underwritten by Chicago Title Insurance Company



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WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON _____ [DATE] IS (AGENT OF BUYER)
2 (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) ~~STRIKE THOSE NOT APPLICABLE~~

3 **GENERAL PROVISIONS** The Buyer, Sheboygan Water Utility

4 _____, offers to purchase the Property
5 known as [Street Address] lands in the NE1/4 of the SW 1/4, Sec 9, T14N R23E further described in Attachment A
6 in the City Sheboygan of Sheboygan County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: Sixty Thousand and no/100ths
9 _____ Dollars (\$ 60,000.00).

10 ■ EARNEST MONEY of \$ 0.00 accompanies this Offer and earnest money of \$ 0.00
11 will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or

12 _____
13 ■ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise provided below.

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: none.

16 _____
17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

20 CAUTION: Identify Fixtures that are on the Property (see lines 290-294) to be excluded by Seller or which are rented
21 and will continue to be owned by the lessor.

22 NOTE: The terms of this Offer, not the listing contract or marketing materials, determine what items are
23 included/excluded. Annual crops are not part of the purchase price unless otherwise agreed.

24 ■ ZONING: Seller represents that the Property is zoned: agricultural

25 **ACCEPTANCE** Acceptance occurs when all Buyers and Sellers have signed one copy of the Offer, or separate but identical
26 copies of the Offer.

27 CAUTION: Deadlines in the Offer are commonly calculated from acceptance. Consider whether short term deadlines
28 running from acceptance provide adequate time for both binding acceptance and performance.

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before December 15, 2016. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

32 CAUTION: This Offer may be withdrawn prior to delivery of the accepted Offer.

33 **OPTIONAL PROVISIONS** TERMS OF THIS OFFER THAT ARE PRECEDED BY AN OPEN BOX () ARE PART OF THIS
34 OFFER ONLY IF THE BOX IS MARKED SUCH AS WITH AN "X." THEY ARE NOT PART OF THIS OFFER IF MARKED "N/A"
35 OR ARE LEFT BLANK.

36 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Offer, delivery of documents and
37 written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 38-56.

38 (1) **Personal Delivery**: giving the document or written notice personally to the Party, or the Party's recipient for delivery if
39 named at line 40 or 41.

40 Seller's recipient for delivery (optional): Attorney Charles Adams

41 Buyer's recipient for delivery (optional): Joe R. Trueblood and Daniel S. Welytok

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

43 Seller: (_____) Buyer: (_____)

44 (3) **Commercial Delivery**: depositing the document or written notice fees prepaid or charged to an account with a
45 commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for
46 delivery to the Party's delivery address at line 49 or 50.

47 (4) **U.S. Mail**: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party,
48 or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

49 Delivery address for Seller: _____

50 Delivery address for Buyer: _____

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): chuck.adams@sheboyganwi.gov

56 E-Mail address for Buyer (optional): joetrueblood@sheboyganwater.org; dwelytok@vonbriesen.com

57 **PERSONAL DELIVERY/ACTUAL RECEIPT** Personal delivery to, or Actual Receipt by, any named Buyer or Seller
58 constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

59 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this
60 Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be
61 free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left
62 with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

63 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no
64 notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) other than those
65 identified in the Seller's disclosure report dated _____, which was received by Buyer prior to
66 Buyer signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE**
67 and _____

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than January 31, 2017

71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

82 Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior
83 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)

84

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

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

94 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights
95 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the
96 (written) (oral) **STRIKE ONE** lease(s), if any, are Agricultural Land Lease with Paul Rammer

97 _____, Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

98 **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all
99 federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions,
100 or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland
101 preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve
102 Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any
103 penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be
104 deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or
105 the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program
106 requirements, and/or amount of any penalty, fee, charge, or payback obligation.

107 **CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs,**
108 **as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller**
109 **incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The**
110 **Parties agree this provision survives closing.**

111 **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL).
112 This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that
113 encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as
114 managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the
115 new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources
116 and pay a fee. By filling this form, the new owner agrees to the associated MFL management plan and the MFL program rules.
117 The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to
118 an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause
119 the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the
120 local DNR forester or visit <http://www.dnr.state.wi.us>.

121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION:** Consider an agreement addressing responsibility for fences if Property or adjoining land is used and
 124 occupied for farming or grazing purposes.

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.
 145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.

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

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

160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

189 IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.

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

200 CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

201 FIXED RATE FINANCING: The annual rate of interest shall not exceed _____ %.

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 528-534 or in an addendum attached per line 525.

208 ■ **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a
209 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described
210 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no
211 later than the deadline at line 192. Buyer and Seller agree that delivery of a copy of any written loan commitment to
212 Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan
213 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall
214 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of
215 unacceptability.

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

220 ■ **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment, Seller may terminate this
221 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
222 commitment.

223 ■ **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already
224 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of
225 same including copies of lender(s)' rejection letter(s) or other evidence of unavailability. Unless a specific loan source is
226 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this
227 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
228 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain
229 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

245 **DEFINITIONS CONTINUED FROM PAGE 3**

- 246 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
 247 closed/abandoned according to applicable regulations.
- 248 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
 249 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
 250 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
 251 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
 252 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 253 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
 254 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
 255 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 256 q. Lack of legal vehicular access to the Property from public roads.
- 257 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
 258 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
 259 a part of Property by non-owners, other than recorded utility easements.
- 260 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
 261 impose assessments against the real property located within the district.
- 262 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 263 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
 264 Property, or proposed or pending special assessments.
- 265 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 266 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 267 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 268 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 269 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
 270 injuries or disease in livestock on the Property or neighboring properties.
- 271 aa. Existing or abandoned manure storage facilities on the Property.
- 272 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
 273 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 274 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
 275 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
 276 (see lines 139-145).
- 277 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
 278 charge or the payment of a use-value conversion charge has been deferred.
- 279 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
 280 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
 281 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
 282 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
 283 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
 284 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
 285 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
 286 closing, expire at midnight of that day.
- 287 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
 288 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
 289 significantly shorten or adversely affect the expected normal life of the premises.
- 290 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
 291 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
 292 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
 293 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
 294 docks/piers on permanent foundations.
- 295 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 296 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 297 **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
 298 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
 299 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
 300 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
 301 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
 302 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
 303 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
 304 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
 305 review any plans for development or use changes to determine what issues should be addressed in these contingencies.

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

307 _____

308 _____

309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

314 **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's)

315 ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____

316 _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

317 **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither
318 is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which
319 would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such
320 development.

321 **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent
322 upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither is stricken) expense, written evidence from
323 a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must
324 be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the
325 Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of
326 the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 ~~CHECK~~

327 ~~ALL THAT APPLY:~~ conventional in-ground; mound; at grade; in-ground pressure distribution; holding tank;

328 other: _____

329 **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE~~

330 ~~ONE~~ ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions

331 affecting the Property and a written determination by a qualified independent third party that none of these prohibit or
332 significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

333 **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if

334 neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the
335 granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's

336 proposed use: _____

337 _____

338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if neither

339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) ~~CHECK AND COMPLETE AS APPLICABLE:~~ electricity _____;

341 gas _____; sewer _____; water _____;

342 telephone _____; cable _____; other _____.

343 **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~

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

346 **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Buyer's" if

347 neither is stricken) expense, a rezoning; conditional use permit; license; variance; building permit;

348 occupancy permit; other _____ ~~CHECK ALL THAT APPLY~~, and delivering

349 written notice to Seller if the item cannot be obtained, all within _____ days of acceptance for the Property for its proposed

350 use described at lines 306-308.

351 **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) ~~STRIKE ONE~~ ("Seller

352 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a

353 registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) ~~STRIKE ONE~~ ("Seller's" if neither is stricken)

354 expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the

355 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,

356 if any, and: _____

357 ~~STRIKE AND COMPLETE AS APPLICABLE~~ Additional map features which may be added include, but are not limited to:

358 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square

359 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**

360 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied

361 unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map,

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

363 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.

364 Upon delivery of Buyer's notice, this Offer shall be null and void.

385 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage
386 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
387 rounding, formulas used or other reasons, unless verified by survey or other means.

388 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**
389 **Information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

405 **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days after acceptance of this Offer. All
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this
413 Offer except: _____

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

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

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 _____

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

488 If **Buyer defaults**, Seller may:

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

492 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

603 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
604 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
605 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
606 an inspection of _____

607 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
608 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
609 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
610 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

611 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as
612 well as any follow-up inspection(s).**

613 This contingency shall be deemed satisfied unless Buyer, within 5 days of acceptance, delivers to Seller a copy of the written
614 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

616 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the
617 Buyer had actual knowledge or written notice before signing this Offer.

618 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If
619 Seller has the right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of
620 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and
621 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This
622 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)
623 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
624 or (b) Seller does not timely deliver the written notice of election to cure.

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

626 **ADDITIONAL PROVISIONS/CONTINGENCIES** _____

627 Seller and Buyer shall enter into an Access Easement Agreement which shall be recorded at or
628 prior to Closing. _____
629 _____
630 _____
631 _____
632 _____
633 _____
634 _____

635 This Offer was drafted by [Licensee and Firm] Daniel S. Welytok, Esq., von Briesen & Roper, s.c.

636 _____ on _____

637 (X) Sheboygan Water Utility Gerald van DeKreeke 10/17 / 16

638 Buyer's Signature ▲ Print Name Here ► Date ▲

639 (X) _____

640 Buyer's Signature ▲ Print Name Here ► Date ▲

641 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

642 _____ Broker (by) _____

643 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER
644 SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON
645 THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
City of Sheboygan

646 (X) _____ / _____ / 16

647 Seller's Signature ▲ Print Name Here ► Attorney Charles Adams Date ▲

648 (X) _____

649 Seller's Signature ▲ Print Name Here ► Date ▲

650 This Offer was presented to Seller by [Licensee and Firm] _____

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

652 This Offer is rejected _____ This Offer is countered [See attached counter] _____

653 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

III

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

Submitting a Summons and Petition for Writ of Mandamus in the matter of Robert L. Elliott v City of Sheboygan et al.

Finance

City Clerk

ROBERT L. ELLIOTT,

Petitioner,

Case No.: **16CV0584**

v.

Class Code: 30952

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CIRCUIT COURT BRANCH 2
KENT HOFFMANN
615 NORTH SIXTH STREET
SHEBOYGAN WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
828 Center Avenue
Sheboygan, WI 53081

COUNTY OF SHEBOYGAN
508 New York Avenue
Sheboygan, WI 53081

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
525 N. Sixth Street
Sheboygan, WI 53081

Respondents.

CLERK CIRCUIT COURT
FILED
2016 OCT 26 P 1:44
SHEBOYGAN COUNTY
WISCONSIN

SUMMONS

THE STATE OF WISCONSIN to the Respondents named above:

You are hereby notified that the Petitioner named above has filed a PETITION FOR WRIT OF MANDAMU against you, which is attached, states the nature and basis of the legal action.

Within 20 days of receiving this PETITION, 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 requirement of the statutes. The Answer must be sent or delivered to the Clerk of Court, Sheboygan County Courthouse, whose address is 615 N. 6th Street, Sheboygan, WI 53081, and to ROBERT L. ELLIOTT, Attorney at Law, the Petitioner,

Process Server *Pat*
Date 10/26/16 Time 3:20 A.M. - P.M.
Served Upon Sue Reckmets
828 Center Ave #107 Sheboygan
 Personal Substitute
 Posted Corporate

100-70121

SHREVEPORT, LOUISIANA
KENTON COUNTY
COURT HOUSE

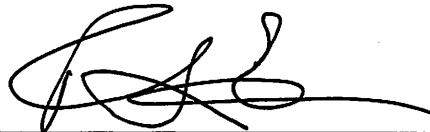
Served Upon _____
Date _____ Time _____ A.M. - P.M.
Process Server _____
() Personal
() Substituted
() Corporate

address is 735 North Water Street, Suite 1212, Milwaukee, WI 53202.
You may have an attorney help or represent you.

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

Dated at Milwaukee, WI this 24th day of October, 2016.

ROBERT L. ELLIOTT, Petitioner



ROBERT L. ELLIOTT
SBN: 1013862

P.O. ADDRESS:
735 N. Water Street, #1212
Milwaukee, WI 53202
(414)225-9000
rl@attorneyelliott.com

ROBERT L. ELLIOTT,
Petitioner,

Case No.: **16CV0584**

v.

Class Code: 30952

CITY OF SHEBOYGAN
828 Center Avenue
Sheboygan, WI 53081

CITY OF SHEBOYGAN POLICE DEPARTMENT
828 Center Avenue
Sheboygan, WI 53081

COUNTY OF SHEBOYGAN
508 New York Avenue
Sheboygan, WI 53081

SHEBOYGAN COUNTY SHERIFF'S DEPARTMENT
525 N. Sixth Street
Sheboygan, WI 53081

Respondents.

CLERK CIRCUIT COURT
FILED
2016 OCT 26 P 1:44
SHEBOYGAN COUNTY
WISCONSIN

PETITION FOR WRIT OF MANDAMUS

Petitioner Attorney Robert L. Elliott hereby petitions the Court for a Writ of Mandamus based upon the following:

JURISDICTION AND VENUE

1. This court has jurisdiction in this case under Wis. Stats. §§19.37(1) and 801.05(3).

2. This court has venue in this case under Wis. Stats. §§801.50(2).

FACTS

- 3. I am an adult individual residing in Milwaukee County.
- 4. Pursuant to §19.35 Wis. Stats. I made an Open Records Request,

and subsequent follow ups, of the City of Sheboygan, the City of Sheboygan Police Department and the Sheboygan County Sheriff's Department.

City of Sheboygan

5. Attached as Exhibit 1 is a true and correct copy of my August 18, 2016 Open Records Request which was mailed to the City of Sheboygan. I heard nothing from the City of Sheboygan and then on September 14, 2016, I sent a fax to the City of Sheboygan reminding it that it had not responded to my Open Records Request.

6. Subsequently, through correspondence by email and letters back and forth between City Attorney Charles Adams for the City of Sheboygan, Attorney Adams first stated that I had not served an Open Records Request upon the City of Sheboygan. (See his email to me dated September 19, 2016 at 8:10 a.m.) In response, at 8:20 a.m. I responded to Attorney Adams and gave him a copy of my Open Records Request along with my fax to the City on September 14, 2016 again giving it a copy of my Open Records Request.

7. Subsequent communications from the City of Sheboygan by Attorney Adams stated that an Open Records Request would have to be made to one of the City's Departments in order to get the City's records that were responsive to my Open Records Request. Attorney Adams did not advise which City Departments these records might be kept in. I advised Attorney Adams that it was not up to a citizen making an Open Records Request to guess as to which sub-divisions of a city it might be holding its records. Since the City is a legal entity and my Open Records Request was directed to that legal entity, it then becomes the City's burden under §19.35 to review all of its records, wherever they may be held within the City's Departments, and respond to the Open Records Request.

8. Nevertheless, on October 3, 2016 I served a second Open Records Request on the City of Sheboygan, by Attorney Adams asking it to identify each Record Custodian subdivision of the City of Sheboygan where records called for in my August 18, 2016 Open Records Request might be located. I have received no response to that.

9. The only item given to me by the City of Sheboygan were a response dated October 7, 2016 from the Human Resources Department of the City of Sheboygan. I have received no other records from the City of Sheboygan or any of its subdivisions.

Sheboygan Police Department

10. Attached as Exhibit 2 is a true and correct copy of all of my communications with the City of Sheboygan Police Department regarding my Open Records Request, including a copy of my August 18, 2016 Open Records Request to the City of Sheboygan Police Department, my fax to the City of Sheboygan Police Department dated September 14, 2016 reminding it that it had not responded to my original Open Records Request. On that same date the Chief of Police did respond and acknowledged my Open Records Request but did not respond alleging, in part, there was still "investigation of the criminal conduct" which remained open. This is patently invalid excuse since the Office of the District Attorney for Sheboygan County has published its findings regarding this shooting dated July 17, 2016, a copy of which is attached as Exhibit 3 and the City of Sheboygan Police Department has published the results of its own investigation to the public dated August 2, 2016, a copy of which is attached as Exhibit 4.

11. On September 22, 2016 I did receive a response from the Police Chief providing me with a number of copies of computer screens, all of

which were basically minimally responsive to two categories of my Open Records Request.

12. On October 3, 2016 I wrote to the Police Chief to remind him that he had not responded to most of the categories of my Open Records Request. On October 5, 2016 I received a non-response from Chief Domagalski. On October 18, 2016 I again wrote to Chief Domagalski and asked for a response to my Open Records Request. I have received no response.

Sheboygan County

13. Attached hereto as Exhibit 5 is a true and correct copy of the correspondence I have had with Sheboygan County regarding my Open Records Request.

14. Included in Exhibit 5 is a copy of my August 18, 2016 Open Records Request to the County of Sheboygan. In response, I received a letter dated August 29, 2016 from Corporation Counsel Attorney Carl K. Buesing stating why Sheboygan County was not producing any documents. Subsequent correspondence between Attorney Buesing and myself has not produced any documents. With Attorney Buesing's letter of October 5, 2016 he produced a copy of the Sheboygan Police Department's Policy Manual and the Training History Reports for the two officers involved, and no other documents, copies of which are included in Exhibit 5.

15. Sheboygan County has not even provided me with a copy of its District Attorneys' office published FINDINGS REGARDING THE SHOOTING, a copy of which I obtained from another source and which is attached hereto as Exhibit 3.

Sheboygan County Sheriff's Department

16. Attached hereto as Exhibit 6 is a true and correct copy of all of the correspondence I have had with the Sheboygan County Sheriff's Department regarding my Open Records Request. Included in these materials is a copy of my August 18, 2016 Open Records Request to the Sheboygan County Sheriff's Department. I have received no response to that Open Records Request at any time. Included within Exhibit 6 is a copy of my September 14, 2016 reminder to the Sheboygan County Sheriff's Department that I have not received a response to my Open Records Request, and a copy of my October 3, 2016 fax to the Sheboygan County Sheriff's Department reminding it that I still had not received any response to my Open Records Request.

17. I estimate that I have spent approximately 20 hours in attempting to get the Respondents' responses to my Open Records Request, including preparing and filing this PETITION FOR WIRT OF MANDAMUS. I am an attorney practicing in the State of Wisconsin in excess of 46 years and I currently bill at the rate of \$600.00 per hour, in the infrequent times when I bill by the hour.

Respectfully submitted this 24 day of October, 2016.

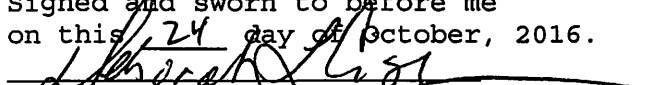
ROBERT L. ELLIOTT, Petitioner



ROBERT L. ELLIOTT
SBN: 1013862

735 N. Water Street, #1212
Milwaukee, WI 53202 (414)225-9000

Signed and sworn to before me
on this 24 day of October, 2016.


Notary Public, State of Wisconsin
My commission expires 10/29/19

III

Res. No. _____ - 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

Finance

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
\$ _____

| <u>Interest Rate</u> | <u>Maturity Date</u> | <u>Original Issue Date</u> | <u>Reset Date</u> | <u>CUSIP</u> |
|----------------------|----------------------|----------------------------|-------------------|--------------|
| 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)

| <u>Date of Advance</u> | <u>Amount Advanced</u> | <u>Total Principal Amount Advanced</u> |
|------------------------|------------------------|--|
| 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)

| <u>Date of Payment</u> | <u>Principal Paid</u> | <u>Outstanding Principal Amount After Payment</u> |
|------------------------|-----------------------|---|
| _____ | \$ _____ | \$ _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

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 _____

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

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,

December 1, 2016

Page 2

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,

**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 <input type="checkbox"/> | |
| 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) 828 Center Avenue | Room/suite | 5 Report number (For IRS Use Only) <input type="checkbox"/> 1 <input type="checkbox"/> <input type="checkbox"/> | |
| 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)) <input type="checkbox"/> | |
| Meeting 40-60 test (section 142(d)(1)(B)) <input type="checkbox"/> | |
| Meeting 25-60 test (NYC only) (section 142(d)(6)) <input type="checkbox"/> | |
| Has an election been made for deep rent skewing (section 142(d)(4)(B))? <input type="checkbox"/> Yes <input type="checkbox"/> 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 <input type="checkbox"/> | |
| 14 Qualified small issue bond (section 144(a)) (see instructions) ▶ | 14 |
| Check the box for \$10 million small issue exemption <input type="checkbox"/> | |
| 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 |
| Check box if 95% or more of net proceeds will be used only for capital expenditures — <input type="checkbox"/> | |
| 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 | 0 |
| 23 Issue price of entire issue (enter amount from line 21, column (b)) | 2,196,195 |
| 24 Proceeds used for bond issuance costs (including underwriters' discount) | 0 |
| 25 Proceeds used for credit enhancement | 0 |
| 26 Proceeds allocated to reasonably required reserve or replacement fund | 0 |
| 27 Proceeds used to currently refund prior issue (complete Part VI) | 2,196,195 |
| 28 Proceeds used to advance refund prior issue (complete Part VI) | 0 |
| 29 Add lines 24 through 28 | 2,196,195 |
| 30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here) | 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.

| | Amount |
|--|--------|
| 31 Type of Property Financed by Nonrefunding Proceeds: | |
| a Land | 0 |
| b Buildings and structures | 0 |
| c Equipment with recovery period of more than 5 years | 0 |
| d Equipment with recovery period of 5 years or less | 0 |
| e Other. Describe (see instructions) | 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: **12/01/2016** Type or print name and title: **Mike Vandersteen, Mayor**

Paid Preparer Use Only

| | | | | |
|--|---------------------------------|-------------------------------|--|-------------------------------------|
| Print/Type preparer's name David B. Ryan | Preparer's signature _____ | Date 12/01/2016 | Check <input type="checkbox"/> if self-employed | Preparer's PTIN P01080657 |
| Firm's name ▶ Foley & Lardner LLP | Firm's EIN 39-0473800 | | Firm's address ▶ 777 E. Wisconsin Ave, 37th Fl, Milwaukee, WI 5320 | |
| 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

| <u>Name of Each Section 501(c)(3) Organization Benefitting from the Bonds</u> | <u>IRS Employer Identification Number</u> | <u>Amount of Bonds Benefiting the Organization</u> | <u>Amount of Other Non-Hospital Bonds Benefitting the Organization</u> |
|---|---|--|--|
| 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]

III

Res. No. _____ - 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.

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 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

_____ 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

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 A. 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. Bonges;
 - 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 B. [Signature]

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

VIII

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred Res. No. 119-16-17 by Alderperson Wolf establishing a Debt Management Policy to maintain the City's outstanding General Obligation Debt at 60 percent of the City's debt limit; 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

5.5

Res. No. 119 - 16 - 17. By Alderperson Wolf. October 17, 2016.

A RESOLUTION establishing a Debt Management Policy to maintain the City's outstanding General Obligation Debt at 60 percent of the City's debt limit.


WHEREAS, the Common Council approved Res. 347-96-97 in April, 1997, and

WHEREAS, the policy does not take into account inflation and has not been reviewed for 19 years, and

WHEREAS, a Debt Management Policy will provide general guidelines for debt management structure of the City, and recommends review of the policy every five years to ensure the policy continues to meet the long term debt objectives of the City.

RESOLVED: That the Debt Management Policy of the Common Council is implemented upon passage and publication.

Finance approve



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

CITY OF SHEBOYGAN, WISCONSIN DEBT MANAGEMENT POLICY

The City of Sheboygan recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy provides the financial management tools to guide the Council with the City's overall debt financing structure. Primary objectives of the policy are to:

- Establish the appropriate use of debt.
- Find alternative methods to pay debt service costs other than property tax.
- Minimize the City's debt service and issuance costs.
- Retain the highest practical credit rating.
- Provide complete financial reporting and disclosure.
- Maintain level and affordable annual debt service payments.

The Common Council has adopted this policy, by resolution, to provide general guidelines for the debt management structure of the City. Situations and conditions may occur requiring a variation from the policy. These variations must be clearly communicated to the Council and citizens prior to deliberation on such debt policy changes. In addition, these policies should be reviewed every five years to ensure the policy continues to meet the long term debt objectives.

POLICY GUIDELINES

CAPITAL IMPROVEMENT PLAN

The City's long term capital and financing plan will be documented in a five year Capital Improvement Plan. The plan will be submitted to the Common Council for consideration and adoption prior to the annual budget process. Individual departments will prepare an annual five year plan, and assist in the coordination of the overall city wide plan. The Capital Plan Improvement will represent a one year, capital improvement budget and a five year, long term capital plan. The capital plan will contain a comprehensive description of the sources and uses of funds, and a forecast of future debt issuance. The plan will examine the long range implications of future debt issues on debt outstanding, annual principal and interest requirements and the general property tax levy required for debt service payments.

USES OF DEBT AND OTHER FORMS OF BORROWING

The City may use long term financing for the acquisition, maintenance, replacement, or expansion of capital assets and infrastructure. The City will not issue long term debt to fund current operations. Financing options allowed under State of Wisconsin Statutes, including but not limited to: general obligation bonds and notes, State Trust Fund Loans, revenue bonds, capital or secured equipment leases, tax increment bonds, special obligation bonds and bond anticipation notes may be considered.

DEBT CAPACITIES

Utilizing the City's debt capacity will be used only after other financing options have been reviewed. Such debt issuance must comply with all other requirements of the debt policy. The planned use of debt will be reviewed for impact on the City's credit rating.

LENGTH OF DEBT AND TIMING OF BOND ISSUES

Debt will be structured to provide for the shortest repayment period, while minimizing large fluctuations in property tax or other revenue requirements for debt retirement. The amortization period will be based upon a fair allocation of costs to current and future beneficiaries of the capital and infrastructure assets, and to revenue streams used to finance the annual debt service payments. Generally, the City issues promissory notes with a ten year amortization for capital improvement projects. Tax increment financing projects, and significant facility projects may warrant a longer term debt schedule, but in most cases not to exceed a 20 year repayment schedule. Call features may be included if appropriate and financially feasible. Under no situations will the financing term exceed the useful life or average useful lives of the assets to be financed. To help protect the City's bond rating, bond sales will be scheduled in an orderly schedule to assure the markets of the stability of the City's financial decisions.

CAPITALIZED INTEREST

The City will generally not capitalize interest on its general fixed assets and infrastructure assets. Capitalized interest will be considered an increased cost of the project for proprietary fund assets for which borrowing is used as a financing mechanism. Bond issues for Tax Increment District projects may utilize capitalized interest dependent upon the project plan.

CONDUIT FINANCING

Conduit financing is debt issued by the City of Sheboygan to finance a project of a non-City third party. The City may sponsor conduit financing for those activities (economic and industrial development, housing, health facilities, etc) that have a general public purpose and are consistent with the City's overall goals. Unless a compelling public policy rationale exists, such conduit financing will not in any way pledge the City's faith and credit. Information regarding the financial feasibility of the project and financial capacity of the company may be reviewed by the City prior to the approval of such financing.

CREDIT RATING

The City of Sheboygan seeks to maintain the highest possible credit rating for all categories of debt that can be achieved without compromising the City's operational objectives. The City recognizes that its credit rating can be impacted by conditions of the economy which are out of its control.

FINANCIAL DISCLOSURE

Every financial report and bond prospectus will follow the City's commitment to complete and full disclosure in conformance with industry requirements. The City's intent is to provide necessary information to constituents, council members, investors, departments, financial institutions, rating agencies, grantors, governmental agencies, and other interested parties. This includes, but is not limited to, meeting the Securities and Exchange Commission Rule 15c12-12 Secondary Disclosure Requirements.

DEBT LIMITS

The City will maintain outstanding debt in an amount not exceeding 60 percent of the City's aggregate statutory borrowing limit prescribed by State Statute 67.03(1)(a), in order to maintain a borrowing appropriate with our credit rating objectives, and the City's desire to preserve its financial flexibility by maintaining an adequate unused margin to be available for extreme emergencies.

INDEPENDENCE, METHOD AND AWARD OF SALE

The City will select a method of sale that is most appropriate in light of the City's financial position, the market environment, project specific needs and other related conditions. Unless specific situations exist, the City will issue its debt obligations through a competitive sale. Award of the sale will be based on the True Interest Cost Method (TIC). Under certain situations, it may be appropriate to seek financing through other methods such as negotiated sale or private placement. All such alternative methods of sale will receive prior approval from the Finance Committee and Common Council. The financial advisor shall maintain complete independence from the underwriting process.

REFUNDING PRACTICES

Periodic reviews of all outstanding debt will be performed to determine refunding opportunities. Refunding will be considered when there is a net economic benefit of the refunding (as measured in "present value"), to improve restrictive debt covenants or to improve debt structure.

ARBITRAGE

The City's bond counsel will prepare a no arbitrage certificate with tax-exempt issue. It is the responsibility of the Finance Department to assure compliance with the most current arbitrage regulations. The City will segregate bond fund investments or, at a minimum, maintain monthly allocations of commingled bond investments. The City will plan projects carefully in advance to determine the applicability of the rebate exceptions and, if necessary, will have rebate calculations performed annually during the

construction period, and no less often than on a five year basis thereafter, until the bonds mature.

VIII

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred Res. No. 118-16-17 by Alderperson Wolf amending the Capital Improvement Program, for the program period of 2017-2021 and adopting the program for implementation; recommends that the Resolution be passed along with the Amendment to the Capital Improvements Program.

reg

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

5.4

Res. No. 118 - 16 - 17. By Alderperson Wolf. October 17, 2016.

A RESOLUTION amending the Capital Improvement Program, for the program period of 2017 - 2021 and adopting the program for implementation.

WHEREAS, the Common Council amended Res 81-16-17 to issue new General Obligation debt in 2017 in the amount of \$5 million, and

WHEREAS, the Capital Improvements Commission recommendation had been to borrow \$6,334,909, and

WHEREAS, the City Administrator reviewed the Capital Improvement Program and recommend changes including the approved \$5 million of General Obligation Debt in 2017.

RESOLVED: That the Common Council approve the Capital Improvement Program as amended which includes \$5 million of General Obligation Debt in 2017.

*Finance
approve.*

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

| Amendment to Capital Improvement Program | | 2017 | 2018 | 2019 | 2020 | 2021 |
|--|------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> |
| City Buildings | | | | | | |
| Roof Replacement (moved from 2020 to 2019) | | | | 10 | \$1,525,000 | |
| Fire Department | | | | | | |
| Technology/Traning Upgrades (reduce from \$55,000 to \$30,500) | 4 | \$30,500 | | | | |
| Station 1 Tuck Pointing | 10 | \$51,000 | 10 | \$637,800 | 10 | \$114,800 |
| Station 2 Permanent Roof Repairs (Amendment included future years) | 10 | \$142,000 | 10 | \$196,500 | 10 | \$38,000 |
| Public Works | | | | | | |
| Ashland Ave (S 10th to S 7th St) (Reduced - DPW project) | 10 | \$130,279 | | | | |
| Washington Ave (S 18th St to Lakeshore Dr) (Move from 2017 to 2018) | | | 9,10,13 | \$1,250,000 | | |
| N. 10th St (Superior Ave to Geele Ave) (Reduced - DPW project) | 9 | \$286,562 | | | | |
| Wilson Ave (Lakeshore Dr to S 18th St) (Move from 2018 to 2019) | | | | 9,10,13,14 | \$2,000,000 | |
| Broughton Drive (Move from 2019 to 2017, DPW Project) | 9 | \$125,000 | | | | |
| Lakeshore Dr (Mead Ave to Greenfield Ave) (Move from 2019 to 2020) | | | | | 9,13,14 | \$1,500,000 |
| Indiana Ave (Taylor Dr to S 17th St) (Move from 2020 to 2021) | | | | | | 13,14 |
| Taylor Dr (Saemann Ave to North Ave) (Move from 2021 to 2022) | | | | | | \$2,500,000 |
| City Development | | | | | | |
| Land - Future development | 3,14 | \$500,000 | | | | |
| Motor Vehicle | | | | | | |
| 1/2 Ton Pickup Trucks (3) | 10 | \$80,000 | | | | |
| 1/2 Ton 2wd Pickup Trucks (3) (Move from 2018 to 2017) | 10 | \$78,000 | | | | |
| Mead Library | | | | | | |
| Emergency Generator Replacement (Remove - donated) | | \$0 | | | | |

| | 2017 | 2018 | 2019 | 2020 | 2021 | Total |
|---|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> |
| REVENUES | | | | | | |
| Property Tax Levy: Capital Project Fund | | | | | | |
| Police Projects | \$332,945 | \$162,250 | \$179,825 | \$240,850 | \$162,300 | \$1,078,170 |
| Street Improvement and Sidewalks | \$170,500 | \$577,000 | \$156,500 | \$589,000 | \$735,000 | \$2,228,000 |
| General Government Projects | \$439,562 | \$0 | \$0 | \$0 | \$60,000 | \$499,562 |
| Fire Equipment | \$64,500 | \$0 | \$0 | \$0 | \$0 | \$64,500 |
| Park and Open Space Fund / Forestry | \$205,000 | \$370,000 | \$172,000 | \$285,000 | \$155,000 | \$1,187,000 |
| Impact Fees / Room Tax | \$670,000 | \$0 | \$0 | \$10,000 | \$150,000 | \$830,000 |
| Vehicle Sales | \$28,058 | \$159,000 | \$142,000 | \$145,000 | \$139,500 | \$613,558 |
| State / Federal Grants | \$7,266,024 | \$1,528,000 | \$4,142,762 | \$1,230,000 | \$1,020,000 | \$15,186,786 |
| Other Municipality Contributions | \$1,011,000 | \$411,000 | \$411,000 | \$1,161,000 | \$411,000 | \$3,405,000 |
| G. O. Borrowed Funds | \$9,000,000 | \$7,344,042 | \$5,012,752 | \$4,972,542 | \$5,210,750 | \$31,540,086 |
| Other Borrowed Funds | \$3,550,000 | \$6,179,000 | \$6,600,000 | \$7,000,000 | \$7,000,000 | \$30,329,000 |
| Donations | \$4,022,875 | \$1,075,000 | \$1,095,900 | \$75,000 | \$500,000 | \$6,768,775 |
| User Fees | \$2,983,514 | \$3,692,000 | \$2,626,200 | \$4,435,000 | \$3,140,000 | \$16,876,714 |
| Special Assessment | \$388,688 | \$175,000 | \$675,000 | \$675,000 | \$675,000 | \$2,588,688 |
| Vehicle Registration Fee | \$791,750 | \$791,750 | \$791,750 | \$791,750 | \$791,750 | \$3,958,750 |
| Other/CDBG | \$677,029 | \$24,275 | \$350,000 | \$0 | \$0 | \$1,051,304 |
| Fund Balance | \$1,484,000 | \$300,000 | \$592,000 | \$2,069,000 | \$512,000 | \$4,957,000 |
| TOTAL REVENUE | \$33,085,445 | \$22,788,317 | \$22,947,689 | \$23,679,142 | \$20,662,300 | \$123,162,893 |
| Total Property Tax Levy | \$1,212,507 | \$1,109,250 | \$508,325 | \$1,114,850 | \$1,112,300 | \$5,057,232 |
| Police | \$332,945 | \$162,250 | \$179,825 | \$240,850 | \$162,300 | \$1,078,170 |
| Public Works | \$170,500 | \$577,000 | \$156,500 | \$589,000 | \$735,000 | \$2,228,000 |
| General Government | \$439,562 | \$0 | \$0 | \$0 | \$60,000 | \$499,562 |
| Fire | \$64,500 | \$0 | \$0 | \$0 | \$0 | \$64,500 |
| Parks and Forestry | \$205,000 | \$370,000 | \$172,000 | \$285,000 | \$155,000 | \$1,187,000 |

| | | 2017 | 2018 | 2019 | 2020 | 2021 | Total | |
|--|-----|--------------------|--------------------|--------------------|------------------|-------------|---------------------|-----------------|
| | | Recommended | Recommended | Recommended | Recommended | Recommended | Recommended | |
| EXPENDITURES | | | | | | | | |
| City Buildings | | | | | | | | |
| Municipal Service Buildings | | | | | | | | |
| Security Camera Surveillance System | 10 | \$46,000 | | | | | \$46,000 | |
| Air Conditioner Roof Top Replacement | | | | | 10 | \$60,000 | \$60,000 | |
| Emergency Generator Replacement | | | | | 10 | \$79,800 | \$79,800 | |
| Roof Replacement | | | | 10 | \$1,525,000 | | \$1,525,000 | |
| Locker Room Renovation | 10 | \$27,000 | 10 | \$27,000 | 10 | \$27,000 | \$81,000 | |
| Harbor Centre Marina Building Repairs | 17 | \$350,000 | | | | | \$350,000 | |
| City Hall Renovations | 10 | \$4,000,000 | 10 | \$4,000,000 | | | \$8,000,000 | |
| Senior Center Roof Replacement | 3 | \$53,250 | | | | | \$53,250 | |
| Total - City Buildings | | \$4,476,250 | \$4,027,000 | \$1,552,000 | \$139,800 | \$0 | \$10,195,050 | |
| Finance | | | | | | | | |
| City-wide Revaluation | | | | \$0 | \$0 | 3 | \$60,000 | \$60,000 |
| Total - Finance | | \$0 | \$0 | \$0 | \$0 | | \$60,000 | \$60,000 |
| Police | | | | | | | | |
| Dictation Reporting System Replacement | 1 | \$47,150 | | | | | \$47,150 | |
| Body Camera System (65) | 1 | \$107,995 | | | | | \$107,995 | |
| Automated External Defibrillators (20) | 1 | \$26,000 | | | | | \$26,000 | |
| Radio Technician vehicle | 1,7 | \$36,000 | | | | | \$36,000 | |
| Mechanic vehicle | 1,7 | \$33,000 | | | | | \$33,000 | |
| CSO vehicle | 1,7 | \$30,500 | | | | | \$30,500 | |
| Unmarked squad replacement | 1,7 | \$41,900 | | | | | \$41,900 | |
| Marked squad replacement | 1 | \$24,400 | | | | | \$24,400 | |
| Training Room Furniture | 1 | \$5,000 | | | | | \$5,000 | |

| | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | Total |
|---------------------------------|------|--------------------|------|--------------------|------|--------------------|-----|--------------------|------|--------------------|--------------------|
| | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | <u>Recommended</u> |
| Speed Measurement Devices (10) | 8 | \$14,000 | | | | | | | | | \$14,000 |
| Marked squad replacement (5) | | | 1,7 | \$165,750 | | | | | | | \$165,750 |
| Unmarked squad replacement | | | 1,7 | \$36,500 | | | | | | | \$36,500 |
| Boiler replacement | | | 1 | \$18,000 | | | | | | | \$18,000 |
| Marked squad replacement (4) | | | | | 1,7 | \$134,400 | | | | | \$134,400 |
| Marked squad K-9 replacement | | | | | 1,7 | \$42,300 | | | | | \$42,300 |
| Handgun replacement (95) | | | | | 1 | \$45,125 | | | | | \$45,125 |
| Marked squad replacement (3) | | | | | | | 1,7 | \$134,850 | | | \$134,850 |
| Unmarked squad replacement (2) | | | | | | | 1,7 | \$78,000 | | | \$78,000 |
| In squad computers (22) | | | | | | | 1 | \$66,000 | | | \$66,000 |
| Marked squad replacement | | | | | | | | | 1,7 | \$42,000 | \$42,000 |
| Marked squad K-9 replacement | | | | | | | | | 1,7 | \$42,300 | \$42,300 |
| Unmarked squad replacement | | | | | | | | | 1,7 | \$30,000 | \$30,000 |
| Unmarked squad replacement | | | | | | | | | 1,7 | \$42,000 | \$42,000 |
| Unmarked squad replacement | | | | | | | | | 1,7 | \$36,000 | \$36,000 |
| Total - Police | | \$365,945 | | \$220,250 | | \$221,825 | | \$278,850 | | \$192,300 | \$1,279,170 |
| Fire | | | | | | | | | | | |
| Fire Station | 7,10 | \$0 | | | | | | | | | \$0 |
| Fire Engine | 7,10 | \$500,000 | | | | | | | | | \$500,000 |
| Technology/Training Upgrades | 4 | \$30,500 | | | | | | | | | \$30,500 |
| Station 1 Tuck Pointing | 10 | \$51,000 | 10 | \$637,800 | 10 | \$114,800 | | | 10 | \$299,500 | \$1,103,100 |
| Station 2 Permanent Roof Repair | 10 | \$142,000 | 10 | \$196,500 | 10 | \$38,000 | | | 10 | \$6,500 | \$383,000 |
| Extrication Equipment | 4,7 | \$35,000 | | | | | | | | | \$35,000 |
| Quint Ladder/Engine | | | 7,10 | \$1,000,000 | | | | | | | \$1,000,000 |
| Pick-up Truck with Fire Pump | | | | | 10 | \$80,000 | | | | | \$80,000 |
| 3/4 Ton Pick-up Truck | | | | | 7,10 | \$50,000 | | | | | \$50,000 |
| Battalion Chief Car | | | | | 7,10 | \$50,000 | | | | | \$50,000 |
| Regional Fire Training Facility | | | | | | | 9 | \$750,000 | | | \$750,000 |
| Ambulance | | | | | | | | | 7,10 | \$300,000 | \$300,000 |

| | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | Total |
|---|---------|-------------|---------|-------------|------------|-------------|---------|-------------|----|-------------|-------------|
| | | Recommended | | Recommended | | Recommended | | Recommended | | Recommended | Recommended |
| Total - Fire & Rescue | | \$758,500 | | \$1,834,300 | | \$332,800 | | \$ 750,000 | | \$ 606,000 | \$4,281,600 |
| Public Works | | | | | | | | | | | |
| Civil Defense | | | | | | | | | | | |
| Siren & Controllers | 2 | \$43,500 | | | | | | | | | \$43,500 |
| Traffic Control | | | | | | | | | | | |
| Electrical Upgrade/Replacement | | | 2 | \$14,000 | 2 | \$15,000 | | | | | \$29,000 |
| Fiber Optic Cable/Interface Synchronization | | | 8,10 | \$191,000 | 10 | \$26,000 | 10 | \$26,000 | | | \$243,000 |
| Conflict Monitor Test Equipment | | | | | 2 | \$14,500 | | | | | \$14,500 |
| Traffic Control | | | | | | | | | | | |
| LED Upgrade-City Wide Replace Program | 2 | \$30,000 | 2 | \$30,000 | 2 | \$30,000 | 2 | \$50,000 | 2 | \$60,000 | \$200,000 |
| LED Upgrade-Eighth Street Downtown | 2 | \$97,000 | 2 | \$97,000 | 2 | \$97,000 | 2 | \$97,000 | 2 | \$97,000 | \$485,000 |
| Streets | | | | | | | | | | | |
| Mini-Storm Sewer Program | 13 | \$50,000 | 13 | \$50,000 | 13 | \$50,000 | 13 | \$50,000 | 13 | \$50,000 | \$250,000 |
| Sidewalk Repair/Replacement Program | 14 | \$100,000 | 14 | \$100,000 | 14 | \$100,000 | 14 | \$100,000 | 14 | \$100,000 | \$500,000 |
| Downtown Holiday Decorations | 16 | \$45,816 | 16 | \$24,275 | | | | | | | \$70,091 |
| Ashland Ave (S 10th to S 7th St) | 10 | \$130,279 | | | | | | | | | \$130,279 |
| Camelot Blvd (S Business Dr to S 18th St) | 8,10 | \$425,000 | | | | | | | | | \$425,000 |
| Georgia Ave (S Business Dr to Horace Mann) | 9,13,14 | \$900,000 | | | | | | | | | \$900,000 |
| Michigan Ave (N 3rd St to N 4th St) | 10 | \$300,000 | | | | | | | | | \$300,000 |
| Washington Ave (S 18th St to Lakeshore Dr) | | | 9,10,13 | \$1,250,000 | | | | | | | \$1,250,000 |
| N 10th St (Superior Ave to Geele Ave) | 9 | \$277,750 | | | | | | | | | \$277,750 |
| N 12th St (Superior Ave to Geele Ave) | 10 | \$325,000 | | | | | | | | | \$325,000 |
| N 15th St (Eisner Ave to Mayflower Ave) | 9,10 | \$1,424,782 | | | | | | | | | \$1,424,782 |
| S 9th St (High Ave to Kentucky Ave) | 16 | \$400,000 | | | | | | | | | \$400,000 |
| N 3rd St (Michigan Ave to Park Ave) | | | 3, 10 | \$500,000 | | | | | | | \$500,000 |
| Wilson Ave (Lakeshore Dr to S 18th St) | | | | | 9,10,13,14 | \$2,000,000 | | | | | \$2,000,000 |
| Broughton Dr (Ontario Ave to Park Ave) | 9 | \$125,000 | | | | | | | | | \$125,000 |
| Lakeshore Dr (Mead Ave to Greenfield Ave) | | | | | | | 9,13,14 | \$1,500,000 | | | \$1,500,000 |

| | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | Total |
|--|---------|--------------------|--------|--------------------|---------|--------------------|-----------|--------------------|-------|--------------------|--------------------|
| | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | <u>Recommended</u> |
| N 5th St (St Clair Ave to Superior Ave) | | | | | | 16 | \$350,000 | | | | \$350,000 |
| Indiana Ave (Taylor Dr to S 17th St) | | | | | | | | | 13,14 | \$2,500,000 | \$2,500,000 |
| Taylor Dr (Saemann Ave to North Ave) | | | | | | | | | | | \$0 |
| North Ave (Calumet Dr to N 15th St) | 10 | \$50,000 | 10 | \$50,000 | 8,10,12 | \$3,312,614 | | | | | \$3,412,614 |
| Calumet Dr (Main Ave to N 26th St) | 8,10 | \$3,097,920 | | | | | | | | | \$3,097,920 |
| Superior Ave (Taylor Dr to N 29th St) | | | | | 8,10 | \$994,968 | | | | | \$994,968 |
| N 17th St (Niagara Ave to Saemann Ave) | | | | | | | 3,10,13 | \$760,000 | | | \$760,000 |
| S 13th St (Indiana Ave to Union Ave) | | | | | | | 10 | \$740,000 | | | \$740,000 |
| Clara Ave (S 7th St to S 14th St) | | | | | | | 10 | \$630,000 | | | \$630,000 |
| Kentucky Ave (S 7th St to S 15th St) | | | | | | | 10 | \$733,000 | | | \$733,000 |
| Geele Ave (N 3rd St to N 23rd St) | | | | | | | | | 9,10 | \$1,300,000 | \$1,300,000 |
| N 25th St (Frontage Rd to North Ave) | | | | | | | | | 10 | \$1,020,000 | \$1,020,000 |
| North Ave (Taylor Dr to N 24th St) | | | | | | | | | 3,10 | \$900,000 | \$900,000 |
| Bridges | | | | | | | | | | | |
| Pennsylvania Ave Bridge | 8,10 | \$279,400 | | | 8,10 | \$1,497,490 | | | | | \$1,776,890 |
| Eighth St Bridge Painting | 8,10 | \$3,369,151 | | | | | | | | | \$3,369,151 |
| Docks | | | | | | | | | | | |
| River dock modernization/replacement | 17 | \$300,000 | 17 | \$300,000 | | | | | | | \$600,000 |
| Harbor Centre Marina Ice Control Measures | 17 | \$150,000 | | | | | | | | | \$150,000 |
| Park & Forestry Division | | | | | | | | | | | |
| Shaw Family Playground - Evergreen Park | 12 | \$530,000 | | | | | | | | | \$530,000 |
| Playground Renovation/Replacement | | | 5 | \$50,000 | 5 | \$50,000 | 5 | \$50,000 | 5 | \$50,000 | \$200,000 |
| Skate Park Renovation/Replacement | 5,12,16 | \$457,588 | | | | | | | | | \$457,588 |
| Splash Pads (Hard Surface Water Feature) | | | 5 | \$110,000 | | | 5 | \$110,000 | | | \$220,000 |
| Quarry Swimming Area - Revitalization | 13 | \$10,000 | 13 | \$100,000 | 13 | \$100,000 | 13 | \$300,000 | | | \$510,000 |
| Wildwood Softball Concession Stand | 12 | \$10,000 | | | | | | | 5,12 | \$530,000 | \$540,000 |
| Deland Park Bath House | | | | | | | 10 | \$10,000 | 8,10 | \$300,000 | \$310,000 |
| Deland Performance Shelter/Band Shell | | | | | | | 6 | \$10,000 | 6,8 | \$300,000 | \$310,000 |
| Tennis Courts Resurfacing (Deland, Veterans, Vollrath) | 5 | \$20,000 | 5 | \$60,000 | 5 | \$27,000 | 5 | \$50,000 | | | \$157,000 |
| Evergreen Park Area Five Shelter | | | | | | | 8,10,12 | \$300,000 | | | \$300,000 |
| Evergreen Park Area Two Shelter | | | 3,8,12 | \$300,000 | | | | | | | \$300,000 |

| | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | Total |
|---|-------|---------------------|------|--------------------|------|--------------------|------|--------------------|------|--------------------|---------------------|
| | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | <u>Recommended</u> |
| Comfort Station remodel (Vollrath Park) | 5 | \$35,000 | | | | | | | | | \$35,000 |
| Wildwood Baseball (Sheboygan A's) | 6,12 | \$300,000 | 12 | \$1,000,000 | 12 | \$1,000,000 | | | | | \$2,300,000 |
| Butzen Sports Complex | 6,12 | \$3,549,000 | | | | | | | | | \$3,549,000 |
| Urban Forest Management | 5,14 | \$150,000 | 5,14 | \$150,000 | 5,14 | \$150,000 | 5,14 | \$150,000 | 5,14 | \$150,000 | \$750,000 |
| Halprin Fountain Repairs/Sidewalks/Bollards | 11 | \$145,000 | | | | | | | | | \$145,000 |
| Lakefront Maintenance & Supply Garage | 11 | | 11 | \$30,000 | | | | | | | \$30,000 |
| ADA Certified Canoe/Kayak Launch | | | | | 5,8 | \$30,000 | | | | | \$30,000 |
| Evergreen Park Bike/ Ski Trail Revitalization | 12 | \$20,000 | | | | | | | | | \$20,000 |
| Pigeon River Dog Run (Fenced Area) | 5,12 | | | | 5,12 | \$10,000 | | | | | \$10,000 |
| Total - Public Works | | \$17,147,186 | | \$4,406,275 | | \$9,854,572 | | \$5,666,000 | | \$7,357,000 | \$44,431,033 |
| City Development | | | | | | | | | | | |
| Lot 14 Parking Lot Modifications | 8,11 | \$150,000 | | | | | | | | | \$150,000 |
| Entrance Signage | 12 | \$97,500 | | | | | | | | | \$97,500 |
| Downtown Parking Study | 11,12 | \$40,000 | | | | | | | | | \$40,000 |
| Downtown Parking Structure | | | 11 | \$1,400,000 | 11 | \$6,600,000 | | | | | \$8,000,000 |
| Municipal Armory Demolition | 11 | \$500,000 | | | | | | | | | \$500,000 |
| Land Purchase | 3,14 | \$500,000 | | | | | | | | | \$500,000 |
| Evergreen Park Bridge | 5,8 | \$400,000 | | | | | | | | | \$400,000 |
| Total - City Development | | \$1,687,500 | | \$1,400,000 | | \$6,600,000 | | \$0 | | \$0 | \$9,687,500 |
| Wastewater Utility | | | | | | | | | | | |
| Raw Wastewater Influent Pumps | 17 | \$684,000 | | | | | | | | | \$684,000 |
| Raw Wastewater, Influent Channel & Material Hdg | | | | | | | 17 | \$580,000 | | | \$580,000 |
| Anaerobic Digestion Improvement Digester #6 | | | | | 17 | \$592,000 | 17 | \$689,000 | | | \$1,281,000 |
| Electrical Distribution System Reconstruction | 11 | \$300,000 | 11 | \$3,140,000 | | | | | | | \$3,440,000 |
| Microturbine Replacements (10 - 30 kW) | | | | | | | 13 | \$40,000 | 17 | \$512,000 | \$552,000 |
| Biogas Storage Improvements | | | 11 | \$1,609,000 | | | | | | | \$1,609,000 |
| Sewer Line Reconstruction/Relining Program | 13 | \$575,000 | 13 | \$575,000 | 13 | \$575,000 | 13 | \$575,000 | 13 | \$575,000 | \$2,875,000 |
| Total - Wastewater Utility | | \$1,559,000 | | \$5,324,000 | | \$1,167,000 | | \$1,884,000 | | \$1,087,000 | \$11,021,000 |

| | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | Total |
|-------------------------------|----|--------------------|------|--------------------|------|--------------------|--|--------------------|--|--------------------|--------------------|
| | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | <u>Recommended</u> |
| Motor Vehicle Fund | | | | | | | | | | | |
| 1/2 Ton Pickup Trucks (2) | 10 | \$80,000 | | | | | | | | | \$80,000 |
| 1/2 Ton 2wd Pickup Trucks (2) | 10 | \$78,000 | | | | | | | | | \$78,000 |
| Forestry Bucket Truck | 10 | \$150,000 | | | | | | | | | \$150,000 |
| Track Type Skidsteer | 10 | \$60,000 | | | | | | | | | \$60,000 |
| Utility Service Vehicle | 10 | \$11,000 | | | | | | | | | \$11,000 |
| Asphalt Tack Machine | 10 | \$25,000 | | | | | | | | | \$25,000 |
| Asphalt Paver Machine | 10 | \$350,000 | | | | | | | | | \$350,000 |
| Zero Turn Mowers (2) | 10 | \$22,000 | | | | | | | | | \$22,000 |
| Tractor | 10 | \$60,000 | | | | | | | | | \$60,000 |
| Smithco Groomer | 10 | \$15,000 | | | | | | | | | \$15,000 |
| Blitzscreed | 10 | \$13,000 | | | | | | | | | \$13,000 |
| Slope Cutter | 10 | \$45,000 | | | | | | | | | \$45,000 |
| Fork Lift | 10 | \$40,000 | | | | | | | | | \$40,000 |
| Sewer TV Truck | 13 | \$100,000 | | | | | | | | | \$100,000 |
| 3/4 Ton 2wd Pickup Trucks (5) | | | 7,10 | \$150,000 | | | | | | | \$150,000 |
| 1/2 Ton 4wd Pickup Truck | | | 7,10 | \$30,000 | | | | | | | \$30,000 |
| Medium Duty Step Van | | | 7,10 | \$40,000 | | | | | | | \$40,000 |
| Tandem Axle Dump Truck | | | 7,10 | \$225,000 | | | | | | | \$225,000 |
| Utility Service Vehicle | | | 7,10 | \$12,000 | | | | | | | \$12,000 |
| Lawn Tractor | | | 7,10 | \$20,000 | | | | | | | \$20,000 |
| Smithco Super Rake | | | 7,10 | \$18,000 | | | | | | | \$18,000 |
| Wheel Loader | | | 7,10 | \$225,000 | | | | | | | \$225,000 |
| Tar Kettle | | | 7,10 | \$50,000 | | | | | | | \$50,000 |
| Bandit Wood Chipper (2) | | | 7,10 | \$115,000 | | | | | | | \$115,000 |
| Zero Turn Mowers (2) | | | 7,10 | \$22,000 | | | | | | | \$22,000 |
| Turfcut Mower | | | 7,10 | \$30,000 | | | | | | | \$30,000 |
| 3/4 Ton 2wd Pickup Truck | | | | | 7,10 | \$30,000 | | | | | \$30,000 |
| 3/4 Ton 4wd Pickup Trucks (4) | | | | | 7,10 | \$120,000 | | | | | \$120,000 |
| Tandem Axle Dump Truck | | | | | 7,10 | \$225,000 | | | | | \$225,000 |

| | | 2017 | | 2018 | | 2019 | | 2020 | | 2021 | Total |
|-----------------------------------|----|--------------------|----|--------------------|------|--------------------|------|--------------------|------|--------------------|--------------------|
| | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | | <u>Recommended</u> | <u>Recommended</u> |
| Chipper Truck | | | | | 7,10 | \$50,000 | | | | | \$50,000 |
| 1 Ton 4wd Pickup Truck with Dump | | | | | 7,10 | \$100,000 | | | | | \$100,000 |
| Bucket Truck | | | | | 7,10 | \$225,000 | | | | | \$225,000 |
| Wheeled Excavator | | | | | 7,10 | \$225,000 | | | | | \$225,000 |
| Zero Turn Mowers (2) | | | | | 7,10 | \$23,000 | | | | | \$23,000 |
| Split Hopper Garbage Truck (4) | | | | | | | 7,10 | \$1,400,000 | | | \$1,400,000 |
| Park Style Garbage Trucks | | | | | | | 7,10 | \$300,000 | | | \$300,000 |
| Single Hopper Garbage Trucks (2) | | | | | | | 7,10 | \$600,000 | | | \$600,000 |
| 1/2 Ton 2wd Pickup Truck (1) | | | | | | | | | | | \$0 |
| 3/4 Ton 2wd Pickup Truck | | | | | | | | | 7,10 | \$30,000 | \$30,000 |
| 3/4 Ton 4wd Pickup Trucks (1) | | | | | | | | | | | \$0 |
| Single Axle Dump Trucks (2) | | | | | | | | | 7,10 | \$420,000 | \$420,000 |
| 1 Ton 4wd Dump Truck | | | | | | | | | 7,10 | \$50,000 | \$50,000 |
| 1 Ton Utility Box Trucks (3) | | | | | | | | | 7,10 | \$120,000 | \$120,000 |
| Tractor Backhoe | | | | | | | | | 7,10 | \$120,000 | \$120,000 |
| Street Sweeper | | | | | | | | | 7,10 | \$180,000 | \$180,000 |
| Zero Turn Mowers (2) | | | | | | | | | 7,10 | \$25,000 | \$25,000 |
| Total - Motor Vehicle Fund | | \$1,049,000 | | \$937,000 | | \$998,000 | | \$2,300,000 | | \$945,000 | \$6,229,000 |
| Mead Library | | | | | | | | | | | |
| Upgrade Internal Security System | 10 | \$25,000 | | | | | | | | | \$25,000 |
| Phase 3 Boiler Replacement | 10 | \$285,000 | | | | | | | | | \$285,000 |
| Carpet Replacement | 10 | \$40,492 | 10 | \$40,492 | 10 | \$40,492 | 10 | \$40,492 | | | \$161,968 |
| Two Cooling Towers | | | 10 | \$100,000 | | | | | | | \$100,000 |
| Emergency Generator Replacement | | \$0 | | | | | | | | | \$0 |
| Total - Mead Library | | \$350,492 | | \$140,492 | | \$40,492 | | \$40,492 | | \$0 | \$571,968 |
| Parking Utility | | | | | | | | | | | |
| Utility Pickup Truck | 13 | \$35,000 | | | | | | | | | \$35,000 |
| All-Terrain XUV | | | 13 | \$25,000 | | | | | | | \$25,000 |

| | | 2017 | 2018 | 2019 | 2020 | 2021 | Total |
|---|------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| | | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> |
| Utility Pickup Truck | | | | 13 | \$35,000 | | \$35,000 |
| Riverfront Parking Lot | | | | | | 17 | \$600,000 |
| Parking Lot 2 | | | | | | 13 | \$50,000 |
| All-Terrain XUV | | | | | | 13 | \$20,000 |
| Total - Parking Utility | | \$35,000 | \$25,000 | | \$35,000 | | \$600,000 |
| | | | | | | | \$70,000 |
| | | | | | | | \$765,000 |
| Transit Utility | | | | | | | |
| Fixed Route Buses (2) | 8,10 | \$900,000 | | | | | \$900,000 |
| Transportation Development Plan | 8,13 | \$50,000 | | | | | \$50,000 |
| Fixed Route Buses (3) | | | 8,10 | \$1,350,000 | | | \$1,350,000 |
| Forklift | | | 8,13 | \$40,000 | | | \$40,000 |
| GFI Farebox Replacement | | | 8,10 | \$150,000 | | | \$150,000 |
| Paratransit vehicle (1) | | | | 8,10 | \$75,000 | | \$75,000 |
| Replace Office/Dispatch/Maint Computers | | | | 8,13 | \$6,000 | | \$6,000 |
| Bus Wash | | | | 8,10 | \$200,000 | | \$200,000 |
| Fixed Route Buses (3) | | | | | 8,10 | \$1,350,000 | \$1,350,000 |
| Fixed Route Buses (2) | | | | | | 8,10 | \$900,000 |
| Total - Transit Utility | | \$950,000 | \$1,540,000 | | \$281,000 | | \$1,350,000 |
| | | | | | | | \$900,000 |
| | | | | | | | \$5,021,000 |
| Cable TV Fund | | | | | | | |
| Mobile Equipment Update - Bus | 13 | \$36,480 | | | | | \$36,480 |
| LED Studio Lights | | | 13 | \$54,000 | | | \$54,000 |
| Total - Cable TV Fund | | \$36,480 | \$54,000 | | \$0 | | \$0 |
| | | | | | | | \$0 |
| | | | | | | | \$90,480 |
| Information Technology Fund | | | | | | | |
| Backup Device Replacements | 7,13 | \$47,592 | | | | | \$47,592 |
| Network Switch Replacements | 13 | \$22,500 | | | | | \$22,500 |
| VM Host Server Replacements | | | | 13 | \$45,000 | | \$45,000 |
| Network SAN Replacement | | | | | | 17 | \$200,000 |
| Network Switch Replacement | | | | | | 13 | \$25,000 |
| | | | | | | | \$25,000 |

| | | 2017 | 2018 | 2019 | 2020 | 2021 | Total |
|--|----|---------------------|---------------------|---------------------|---------------------|---------------------|----------------------|
| | | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> | <u>Recommended</u> |
| Total - Information Technology Fund | | \$70,092 | \$0 | \$45,000 | \$200,000 | \$25,000 | \$340,092 |
| Water Utility | | | | | | | |
| AMR (radio meter system) | 13 | \$330,000 | | | | | \$330,000 |
| Southside elevated storage tank | 11 | \$2,500,000 | | | | | \$2,500,000 |
| GAPS vertical pumps/generator | 13 | \$250,000 | | | | | \$250,000 |
| Retaining wall stablization | 13 | \$250,000 | | | | | \$250,000 |
| Water main projects | 13 | \$1,270,000 | | | | | \$1,270,000 |
| AMR (radio meter system) | | | 13 | \$330,000 | | | \$330,000 |
| Low life VFD | | | 13 | \$350,000 | | | \$350,000 |
| EE tank coating | | | 13 | \$600,000 | | | \$600,000 |
| Georgia tank coating | | | 13 | \$650,000 | | | \$650,000 |
| Water main projects | | | 13 | \$950,000 | | | \$950,000 |
| AMR (radio meter system) | | | | 13 | \$340,000 | | \$340,000 |
| Plant master PLC upgrade | | | | 13 | \$180,000 | | \$180,000 |
| Taylor Hill coating and roof repairs | | | | 13 | \$800,000 | | \$800,000 |
| Water main projects | | | | 13 | \$500,000 | | \$500,000 |
| AMR (radio meter system) | | | | | 13 | \$340,000 | \$340,000 |
| Plant generator | | | | | 13 | \$750,000 | \$750,000 |
| Intake pipeline/well phase I | | | | | 11 | \$7,000,000 | \$7,000,000 |
| Water main projects | | | | | 13 | \$2,380,000 | \$2,380,000 |
| AMR (radio meter system) | | | | | | 13 | \$100,000 |
| Accounting software upgrade | | | | | | 13 | \$120,000 |
| Intake pipeline/well phase II | | | | | | 11 | \$7,000,000 |
| Water main projects | | | | | | 13 | \$2,200,000 |
| Total - Water Utility | | \$4,600,000 | \$2,880,000 | \$1,820,000 | \$10,470,000 | \$9,420,000 | \$29,190,000 |
| TOTAL EXPENDITURES | | \$33,085,445 | \$22,788,317 | \$22,947,689 | \$23,679,142 | \$20,662,300 | \$123,162,893 |

| | <u>2017</u> <u>Recommended</u> | <u>2018</u> <u>Recommended</u> | <u>2019</u> <u>Recommended</u> | <u>2020</u> <u>Recommended</u> | <u>2021</u> <u>Recommended</u> | <u>Total</u> <u>Recommended</u> |
|---------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|------------------------------------|
| | <u>2017</u> | <u>2018</u> | <u>2019</u> | <u>2020</u> | <u>2021</u> | |
| Total - City Buildings | \$4,476,250 | \$4,027,000 | \$1,552,000 | \$139,800 | \$0 | \$10,195,050 |
| Total - Finance | \$0 | \$0 | \$0 | \$0 | \$60,000 | \$60,000 |
| Total - Police | \$365,945 | \$220,250 | \$221,825 | \$278,850 | \$192,300 | \$1,279,170 |
| Total - Fire & Rescue | \$758,500 | \$1,834,300 | \$332,800 | \$750,000 | \$606,000 | \$4,281,600 |
| Total - Public Works | \$17,147,186 | \$4,406,275 | \$9,854,572 | \$5,666,000 | \$7,357,000 | \$44,431,033 |
| Total - City Development | \$1,687,500 | \$1,400,000 | \$6,600,000 | \$0 | \$0 | \$9,687,500 |
| Total - Wastewater | \$1,559,000 | \$5,324,000 | \$1,167,000 | \$1,884,000 | \$1,087,000 | \$11,021,000 |
| Total - Motor Vehicle | \$1,049,000 | \$937,000 | \$998,000 | \$2,300,000 | \$945,000 | \$6,229,000 |
| Total - Mead Library | \$350,492 | \$140,492 | \$40,492 | \$40,492 | \$0 | \$571,968 |
| Total - Parking Utility | \$35,000 | \$25,000 | \$35,000 | \$600,000 | \$70,000 | \$765,000 |
| Total - Transit Utility | \$950,000 | \$1,540,000 | \$281,000 | \$1,350,000 | \$900,000 | \$5,021,000 |
| Total - Cable TV | \$36,480 | \$54,000 | \$0 | \$0 | \$0 | \$90,480 |
| Total - Information Technology | \$70,092 | \$0 | \$45,000 | \$200,000 | \$25,000 | \$340,092 |
| Total - Water Utility | \$4,600,000 | \$2,880,000 | \$1,820,000 | \$10,470,000 | \$9,420,000 | \$29,190,000 |
| Total Capital Improvements | \$33,085,445 | \$22,788,317 | \$22,947,689 | \$23,679,142 | \$20,662,300 | \$123,162,893 |

VIII

R. C. No. _____ - 16 - 17. By FINANCE. November 7, 2016.

Your Committee to whom was referred Res. No. 117-16-17 by Alderperson Wolf establishing the 2017 Budget appropriations and the 2016 Tax Levy for use during the calendar year; recommends approving the Resolution with the attached amended 2017 Budget Summary.

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

5.3

Res. No. 117 - 16 - 17. By Alderperson Wolf. October 17, 2016.

A RESOLUTION establishing the 2017 Budget appropriations and the 2016 Tax Levy for use during the calendar year.

WHEREAS, Section 2-905 of the Municipal Code of the City of Sheboygan requires an annual budget appropriating monies to finance activities of the City for the ensuing fiscal year, and

WHEREAS, the Common Council Committees have duly considered and discussed a budget for 2017 as proposed by the City Administrator, and

WHEREAS, a public hearing on the budget was held on October 17, 2017 as required, and

WHEREAS, the 2017 garbage fee is set at \$5 per equivalent residential unit per month, and

WHEREAS, the 2017 budget requires a tax levy to partially finance the appropriations.


NOW, THEREFORE, BE IT RESOLVED: by the Common Council of the City of Sheboygan that:

Budgeted revenue estimates and expenditure appropriations for the year 2017 for the City's General Fund; Special Revenue Funds - MEG Unit, Block Grant, Housing Revolving Loan, Business Revolving Loan, Mead Library, Tourism, Park, Forestry and Open Space, Cable TV, Municipal Court, Ambulance, Special Assessment, Harbor Centre Marina, Redevelopment Authority, Storm Water; Debt Service Funds - G O Debt Service, TID 5, TID 6, TID 10, TID 11, TID 12, TID 13, TID 14, TID 15, TID 16, Environmental TID; Capital Project Funds - Capital Projects, Capital Improvement, Industrial Park, TID 12 Capital, TID 16 Capital; Internal Service Funds - Motor Vehicle, Health Insurance, Liability Insurance, Workers Compensation Insurance, Information Technology; Enterprise Funds - Water Utility, Wastewater Utility, Transit Utility, Parking Utility, Boat Facilities; and Fiduciary Funds - Cemetery Perpetual Care, Everhard/Forerr Trust be and are hereby adopted as set forth in the attachment and established in program category detail in the budget document.

Finaset
Approve Resolution
& amended. 2017
Budget Summary.

BE IT FURTHER RESOLVED: That the Personnel Schedule as presented in the 2017 budget be approved, and

BE IT FURTHER RESOLVED: That the property tax levy required to finance the 2017 Budget is \$22,150,349.



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

**2017 BUDGET SUMMARY
AMENDED**

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Recommended |
|---|---------------------|---------------------|---------------------|------------------------|--------------------|----------------------|----------------------|
| Revenue | | | | | | | |
| Property tax levy | \$15,406,665 | \$2,415,741 | \$2,886,889 | \$929,507 | \$0 | \$511,547 | \$22,150,349 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 2,995,754 | 803,950 | 0 | 0 | 5,410,801 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,990 |
| Intergovernmental | 14,179,401 | 1,635,683 | 521,297 | 1,225,000 | 0 | 2,630,628 | 20,192,009 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 600,000 | 0 | 8,116 | 862,116 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,499 |
| Fines and Forfeitures | 284,850 | 825,000 | 0 | 0 | 0 | 0 | 1,109,850 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 5,785,375 | 10,795 | 847,407 | 7,874,085 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,397,667 | 1,119,688 | 0 | 7,122 | 5,730,049 |
| Other Revenue Sources | 0 | 0 | 0 | 9,000,000 | 0 | 0 | 9,000,000 |
| Total Revenue | \$35,979,860 | \$10,164,634 | \$7,838,105 | \$19,463,520 | \$20,195 | \$31,668,434 | \$105,134,748 |
| Expenditures | | | | | | | |
| General Government | \$3,705,213 | \$549,043 | \$47,699 | \$4,000,000 | \$0 | \$9,576,919 | \$17,878,874 |
| Public Safety | 20,666,502 | 742,548 | 0 | 1,177,945 | 0 | 0 | 22,586,995 |
| Public Works | 8,405,579 | 991,080 | 0 | 5,113,858 | 0 | 9,457,670 | 23,968,187 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,571 |
| Culture and Recreation | 2,483,926 | 3,920,984 | 0 | 5,631,617 | 0 | 198,435 | 12,234,962 |
| Conservation and Development | 351,149 | 1,400,565 | 741,572 | 1,820,000 | 0 | 0 | 4,313,286 |
| Transfers and other expenses | 183,083 | 3,405,013 | 6,860,575 | 1,218,289 | 1,250 | 10,559,188 | 22,227,398 |
| Total Expenditures | \$36,045,273 | \$11,009,233 | \$7,649,846 | \$18,961,709 | \$2,000 | \$29,792,212 | \$103,460,273 |
| Excess of revenues over (under) expenditures | -\$65,413 | -\$844,599 | \$188,259 | \$501,811 | \$18,195 | \$1,876,222 | \$1,674,475 |
| Fund Balance, January 1 | \$21,556,234 | \$1,440,422 | \$11,034,270 | \$3,352,883 | \$2,088,800 | \$0 | \$39,472,609 |
| Fund Balance, December 31 | \$21,490,821 | \$595,823 | \$11,222,529 | \$3,854,694 | \$2,106,995 | \$0 | \$39,270,862 |
| Net Position, January 1 | \$0 | \$0 | \$0 | \$0 | \$0 | \$84,636,859 | \$84,636,859 |
| Net Position, December 31 | \$0 | \$0 | \$0 | \$0 | \$0 | \$86,513,081 | \$86,513,081 |
| Net Property Tax Required | \$15,406,665 | \$2,415,741 | \$2,886,889 | \$929,507 | \$0 | \$511,547 | \$22,150,349 |

GENERAL FUND SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|--|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</u> | <u>Requested</u> | <u>Recommended</u> |
| Revenue | | | | | | |
| Property tax levy | 15,972,916 | 15,972,916 | 14,960,383 | 14,960,383 | 15,233,665 | 15,406,665 |
| Taxes other than property tax levy | 199,847 | 187,318 | 194,690 | 199,097 | 199,097 | 199,097 |
| Licenses and Permits | 1,039,817 | 1,257,930 | 705,165 | 987,550 | 902,990 | 902,990 |
| Intergovernmental | 14,047,489 | 14,297,099 | 14,085,337 | 14,133,375 | 14,203,098 | 14,179,401 |
| Intergovernmental Charges for Services | 221,402 | 234,997 | 220,950 | 200,000 | 254,000 | 254,000 |
| Charges for Services | 1,449,057 | 1,536,080 | 1,436,064 | 1,554,949 | 1,537,135 | 1,537,135 |
| Fines and Forfeitures | 372,764 | 281,845 | 293,100 | 285,800 | 284,850 | 284,850 |
| Miscellaneous Revenue | 1,750,228 | 677,589 | 315,527 | 330,452 | 360,150 | 360,150 |
| Interfund Transfers | 2,914,735 | 2,904,358 | 3,001,625 | 3,054,704 | 2,886,048 | 2,855,572 |
| Other Revenue Sources | 470,546 | 0 | 0 | 0 | 0 | 0 |
| Total Revenue & Other Financing Sources | 38,438,801 | 37,350,132 | 35,212,841 | 35,706,310 | 35,861,033 | 35,979,860 |
| Expense | | | | | | |
| General Government | 3,464,687 | 3,342,261 | 4,231,621 | 4,058,606 | 3,826,329 | 3,705,213 |
| Public Safety | 20,179,921 | 19,652,476 | 20,798,653 | 22,456,781 | 20,561,643 | 20,666,502 |
| Public Works | 7,283,499 | 7,187,327 | 8,126,712 | 7,905,891 | 8,395,060 | 8,405,579 |
| Health and Human Services | 286,960 | 233,341 | 247,952 | 236,077 | 249,797 | 249,821 |
| Parks and Recreation | 2,515,131 | 2,472,217 | 2,596,359 | 2,576,399 | 2,489,638 | 2,483,926 |
| City Development | 935,197 | 565,125 | 254,880 | 459,362 | 266,125 | 351,149 |
| Other Financing Sources | 51,660 | 51,021 | 18,545 | 18,545 | 233,083 | 183,083 |
| TOTAL GENERAL FUND | 34,717,055 | 33,503,768 | 36,274,722 | 37,711,661 | 36,021,675 | 36,045,273 |

SPECIAL REVENUE FUNDS SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|------------------------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</u> | <u>Requested</u> | <u>Executive</u> |
| Revenue | | | | | | |
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 934,943 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 275,000 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 190,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,496 | 1,301,526 | 2,013,503 | 1,390,000 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 630,150 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 829,500 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,200,000 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 295,360 |
| Harbor Centre Marina Fund | 1,008,381 | 1,013,501 | 879,520 | 862,120 | 911,080 | 1,150,000 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 25,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 1,200 |
| E H Maywood Park Fund | 31,208 | 25,596 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 10,164,634 |

Expense

| | | | | | | |
|------------------------------------|------------------|------------------|------------------|-------------------|-------------------|-------------------|
| MEG Unit Fund | 32,405 | 31,121 | 53,827 | 53,827 | 53,827 | 53,827 |
| Block Grant Fund | 0 | 0 | 0 | 0 | 653,404 | 934,943 |
| Housing Revolving Loan Fund | 287,420 | 186,400 | 271,192 | 271,192 | 270,622 | 270,622 |
| Business Revolving Loan Fund | 12,000 | 300,000 | 500,000 | 1,620,000 | 150,000 | 150,000 |
| Mead Library Fund | 3,174,510 | 3,102,573 | 3,033,846 | 3,000,692 | 3,079,654 | 3,079,654 |
| Tourism Fund | 1,209,062 | 1,343,032 | 1,241,496 | 1,301,526 | 2,013,503 | 2,013,503 |
| Park, Forestry and Open Smith | 0 | 0 | 0 | 0 | 110,000 | 110,000 |
| Cable TV Fund | 460,980 | 523,362 | 637,620 | 696,927 | 687,899 | 637,529 |
| Municipal Court Fund | 1,244,517 | 898,658 | 904,500 | 870,799 | 804,500 | 824,253 |
| Ambulance Fund | 1,208,776 | 1,342,820 | 1,234,957 | 1,234,957 | 1,208,500 | 1,200,000 |
| Special Assessment Fund | 499,648 | 448,471 | 345,024 | 345,024 | 612,134 | 698,822 |
| Harbor Centre Marina Fund | 1,008,381 | 1,013,501 | 879,520 | 862,120 | 911,080 | 911,080 |
| Redevelopment Authority Fund | 21,440 | 66,498 | 15,000 | 30,000 | 45,000 | 45,000 |
| Storm Water Fund | 0 | 44 | 88,812 | 88,812 | 0 | 80,000 |
| E H Maywood Park Fund | 31,208 | 25,596 | 0 | 0 | 0 | 0 |
| Total Special Revenue Funds | 9,190,347 | 9,282,076 | 9,205,794 | 10,375,876 | 10,600,123 | 11,009,233 |

DEBT SERVICE FUNDS SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|---------------------------------|-------------------|-------------------|------------------|------------------|------------------|------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</u> | <u>Requested</u> | <u>Executive</u> |
| Revenue | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,441,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 261,255 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 498,098 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 140,293 |
| TID 13 Debt Service Fund | 223,319 | 290,687 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 428,213 |
| TIF 15 Debt Service Fund | 157,439 | 166,931 | 175,051 | 158,815 | 158,815 | 192,695 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 165,505 | 164,331 | 158,830 | 158,830 | 163,944 | 114,882 |
| Total Debt Service Funds | 10,577,132 | 11,585,065 | 7,796,507 | 8,413,262 | 7,724,880 | 7,838,105 |
| Expense | | | | | | |
| G O Debt Service Fund | 5,392,881 | 8,122,612 | 4,422,673 | 5,016,588 | 4,551,988 | 4,551,988 |
| Convention Center Debt Fund | 1,168,916 | 0 | 0 | 0 | 0 | 0 |
| TID 5 Debt Service Fund | 378 | 2,927 | 150 | 3,448 | 3,448 | 3,448 |
| TID 6 Debt Service Fund | 1,839,273 | 1,805,047 | 1,567,249 | 1,567,249 | 1,372,755 | 1,372,755 |
| TID 7 Debt Service Fund | 106,271 | 2,176 | 150 | 189,746 | 0 | 0 |
| TID 10 Debt Service Fund | 265,714 | 58,851 | 176,409 | 57,229 | 61,003 | 61,003 |
| TID 11 Debt Service Fund | 788,373 | 457,875 | 452,303 | 462,953 | 535,803 | 460,769 |
| TID 12 Debt Service Fund | 169,873 | 162,228 | 168,848 | 168,848 | 161,284 | 161,284 |
| TID 13 Debt Service Fund | 223,319 | 290,687 | 316,569 | 298,044 | 298,044 | 298,044 |
| TID 14 Debt Service Fund | 299,190 | 351,400 | 358,275 | 331,362 | 331,362 | 331,362 |
| TIF 15 Debt Service Fund | 157,439 | 166,931 | 175,051 | 158,815 | 158,815 | 158,815 |
| TID 16 Debt Service Fund | 0 | 0 | 0 | 150 | 86,434 | 86,434 |
| Environmental TID Debt Fund | 165,505 | 164,331 | 158,830 | 158,830 | 163,944 | 163,944 |
| Total Debt Service Funds | 10,577,132 | 11,585,065 | 7,796,507 | 8,413,262 | 7,724,880 | 7,649,846 |

CAPITAL IMPROVEMENT FUNDS SUMMARY

| | 2014 | 2015 | 2016 | 2016 | 2017 | 2017 |
|------------------------------------|------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Actual</u> | <u>Actual</u> | <u>Amended</u> | <u>Estimated</u> | <u>Requested</u> | <u>Executive</u> |
| Revenue | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,612,820 |
| Capital Improvement Fund | 996,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 9,605,000 |
| Industrial Park Fund | 2,191,096 | 85,989 | 4,100 | 4,100 | 313,755 | 1,819,700 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 61,000 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 215,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,501 | 18,633,671 | 19,463,520 |
| Expense | | | | | | |
| Capital Project Fund | 501,251 | 1,016,609 | 1,064,250 | 1,064,250 | 7,620,007 | 7,840,820 |
| Capital Improvement Fund | 996,593 | 1,774,014 | 4,992,287 | 4,992,287 | 10,339,909 | 9,650,600 |
| Industrial Park Fund | 2,191,096 | 85,989 | 4,100 | 4,100 | 313,755 | 399,289 |
| TID 6 Capital Fund | 0 | 0 | 0 | 113,836 | 0 | 61,000 |
| TID 12 Capital Fund | 0 | 0 | 102,528 | 102,528 | 150,000 | 150,000 |
| TID 16 Capital Fund | 0 | 0 | 3,945,500 | 3,945,500 | 210,000 | 860,000 |
| Total Capital Project Funds | 3,688,940 | 2,876,612 | 10,108,665 | 10,222,501 | 18,633,671 | 18,961,709 |

FIDUCIARY FUNDS SUMMARY

| | 2014 <u>Actual</u> | 2015 <u>Actual</u> | 2016 <u>Amended</u> | 2016 <u>Estimated</u> | 2017 <u>Requested</u> | 2017 <u>Executive</u> |
|------------------------------|-----------------------|-----------------------|------------------------|--------------------------|--------------------------|--------------------------|
| Revenue | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 10,650 |
| Everhard/Forrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 9,545 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 20,195 |
| Expense | | | | | | |
| Cemetery Perpetual Care Fund | 664 | 2,066 | 540 | 2,000 | 2,000 | 2,000 |
| Everhard/Forrer Trust Fund | 14,069 | 10,297 | 7,540 | 0 | 0 | 0 |
| Total Fiduciary Funds | 14,733 | 12,363 | 8,080 | 2,000 | 2,000 | 2,000 |

PROPRIETARY FUNDS SUMMARY

INTERNAL SERVICE FUNDS SUMMARY

| | 2014 <u>Actual</u> | 2015 <u>Actual</u> | 2016 <u>Amended</u> | 2016 <u>Estimated</u> | 2017 <u>Requested</u> | 2017 <u>Executive</u> |
|-------------------------------------|-----------------------|-----------------------|------------------------|--------------------------|--------------------------|--------------------------|
| Revenue | | | | | | |
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 1,927,475 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,564,012 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 594,800 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 635,871 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,633 | 905,821 | 848,035 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 11,570,193 |

Expense

| | | | | | | |
|-------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Motor Vehicle Fund | 2,465,997 | 2,271,903 | 1,989,788 | 2,440,270 | 2,463,659 | 2,463,743 |
| Health Insurance Fund | 7,311,753 | 7,714,626 | 7,826,837 | 7,382,780 | 7,412,972 | 7,412,984 |
| Liability Insurance Fund | 210,228 | 176,965 | 577,000 | 593,436 | 598,900 | 598,900 |
| Workers Compensation Fund | 646,723 | 651,424 | 602,466 | 605,526 | 659,154 | 659,178 |
| Information Technology Fund | 902,911 | 953,446 | 1,345,072 | 1,310,633 | 905,821 | 905,857 |
| Total Internal Service Funds | 11,537,612 | 11,768,364 | 12,341,163 | 12,332,645 | 12,040,506 | 12,040,662 |

ENTERPRISE FUNDS SUMMARY

| | 2014 <u>Actual</u> | 2015 <u>Actual</u> | 2016 <u>Amended</u> | 2016 <u>Estimated</u> | 2017 <u>Requested</u> | 2017 <u>Executive</u> |
|-------------------------------|-----------------------|-----------------------|------------------------|--------------------------|--------------------------|--------------------------|
| Revenue | | | | | | |
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 8,179,031 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,351,242 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,052,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 443,638 |
| Boat Facilities Fund | 80,928 | 84,605 | 96,300 | 296,300 | 198,435 | 71,500 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 20,098,241 |

Expense

| | | | | | | |
|-------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| Water Utility Fund | 6,779,994 | 6,782,978 | 5,554,484 | 5,273,034 | 5,680,721 | 5,680,721 |
| Wastewater Utility Fund | 6,920,219 | 6,825,803 | 7,595,304 | 7,505,981 | 7,343,663 | 7,343,927 |
| Transit Utility Fund | 4,554,159 | 4,368,035 | 4,041,541 | 4,085,000 | 4,062,830 | 4,062,830 |
| Parking Utility Fund | 376,570 | 381,885 | 686,784 | 660,130 | 465,637 | 465,637 |
| Boat Facilities Fund | 80,928 | 84,605 | 96,300 | 296,300 | 198,435 | 198,435 |
| Total Enterprise Funds | 18,711,870 | 18,443,306 | 17,974,413 | 17,820,445 | 17,751,286 | 17,751,550 |

2017 BUDGET SUMMARY

GOVERNMENTAL FUNDS

| | General Fund | Special Revenue | Debt Service | Capital Improvement | Fiduciary Funds | Proprietary Funds | 2017 Recommended |
|---|---------------------|---------------------|---------------------|------------------------|--------------------|----------------------|----------------------|
| Revenue | | | | | | | |
| Property tax levy | \$15,233,665 | \$2,415,741 | \$2,886,889 | \$1,102,507 | \$0 | \$511,547 | \$22,150,349 |
| Taxes other than property tax levy | 199,097 | 1,412,000 | 2,995,754 | 803,950 | 0 | 0 | 5,410,801 |
| Licenses and Permits | 902,990 | 625,000 | 0 | 0 | 0 | 31,000 | 1,558,990 |
| Intergovernmental | 14,179,401 | 1,644,183 | 521,297 | 1,225,000 | 0 | 2,630,628 | 20,200,509 |
| Intergovernmental Charges for Services | 254,000 | 0 | 0 | 600,000 | 0 | 8,116 | 862,116 |
| Charges for Services | 1,537,135 | 2,067,350 | 0 | 0 | 9,400 | 27,632,614 | 31,246,499 |
| Fines and Forfeitures | 284,850 | 825,000 | 0 | 0 | 0 | 0 | 1,109,850 |
| Miscellaneous Revenue | 360,150 | 833,860 | 36,498 | 5,785,375 | 10,795 | 847,407 | 7,874,085 |
| Interfund Transfers | 2,855,572 | 350,000 | 1,397,667 | 1,119,688 | 0 | 7,122 | 5,730,049 |
| Other Revenue Sources | 0 | 0 | 0 | 9,000,000 | 0 | 0 | 9,000,000 |
| Total Revenue | \$35,806,860 | \$10,173,134 | \$7,838,105 | \$19,636,520 | \$20,195 | \$31,668,434 | \$105,143,248 |
| Expenditures | | | | | | | |
| General Government | \$3,705,213 | \$549,043 | \$47,699 | \$4,000,000 | \$0 | \$9,576,919 | \$17,878,874 |
| Public Safety | 20,666,502 | 751,048 | 0 | 1,177,945 | 0 | 0 | 22,595,495 |
| Public Works | 8,405,579 | 991,080 | 0 | 5,113,858 | 0 | 9,457,670 | 23,968,187 |
| Health and Human Services | 249,821 | 0 | 0 | 0 | 750 | 0 | 250,571 |
| Culture and Recreation | 2,483,926 | 3,920,984 | 0 | 5,631,617 | 0 | 198,435 | 12,234,962 |
| Conservation and Development | 351,149 | 1,400,565 | 741,572 | 1,820,000 | 0 | 0 | 4,313,286 |
| Transfers and other expenses | 183,083 | 3,405,013 | 6,860,575 | 1,218,289 | 1,250 | 10,559,188 | 22,227,398 |
| Total Expenditures | \$36,045,273 | \$11,017,733 | \$7,649,846 | \$18,961,709 | \$2,000 | \$29,792,212 | \$103,468,773 |
| Excess of revenues over (under) expenditures | -\$238,413 | -\$844,599 | \$188,259 | \$674,811 | \$18,195 | \$1,876,222 | \$1,674,475 |
| Fund Balance, January 1 | \$21,556,234 | \$1,440,422 | \$11,034,270 | \$3,352,883 | \$2,088,800 | \$0 | \$39,472,609 |
| Fund Balance, December 31 | \$21,317,821 | \$595,823 | \$11,222,529 | \$4,027,694 | \$2,106,995 | \$0 | \$39,270,862 |
| Net Position, January 1 | \$0 | \$0 | \$0 | \$0 | \$0 | \$84,636,859 | \$84,636,859 |
| Net Position, December 31 | \$0 | \$0 | \$0 | \$0 | \$0 | \$86,513,081 | \$86,513,081 |
| Net Property Tax Required | \$15,233,665 | \$2,415,741 | \$2,886,889 | \$1,102,507 | \$0 | \$511,547 | \$22,150,349 |



Gen. Ord. No. - 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.

pp 5.

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



Gen. Ord. No. - 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 5.

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



Gen. Ord. No. - 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.

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

OFFICE OF THE CITY CLERK
Sheboygan, Wisconsin
CITY HALL

I hereby certify that this is a true copy of a
document from the Common Council
proceedings of the City of Sheboygan.

Susan Richards
City Clerk



8 4 0 5 2 2 5
Tx:4123524

2030669
SHEBOYGAN COUNTY, WI
RECORDED ON
11/17/2016 4:23 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 2
PAGES: 2

RETURN TO:
CITY CLERK
828 CENTER AVE., STE 100
SHEBOYGAN WI 53081

Gen. Ord. No. 19 - 16 - 17. By Alderpersons Draughon and Rabe.
September 19, 2016.

AN ORDINANCE for the vacation of a portion of the
paved alley between Sibley Ct. on the north, Saemann Ave. on
the south, Calumet Dr. on the east and Wiemann Ave. on the
west.

JAN 17 17 4 11 00

WHEREAS, application by petition for the paved alley has been properly filed with the City Clerk, and
WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the paved
alley sought to be vacated and by more than one-third of the owners on that portion to be discontinued as described
below:

Cole's Subdivision No. 2

Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to
Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West 1/2 of the
SE 1/4 of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains
3,000 sq. ft.;

within the block in which it is located, and

WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for
Sheboygan County, Wisconsin, according to law.

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

Section 1. A portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr.
on the east and Wiemann Ave. on the west is hereby VACATED AND DISCONTINUED.

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 7th day of
November, 2016.

Dated November 11 2016. Susan Richards, City Clerk

Approved November 11 2016. Michael Conder, Mayor

Proceedings Published November 14, 2016.

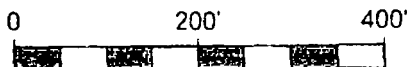
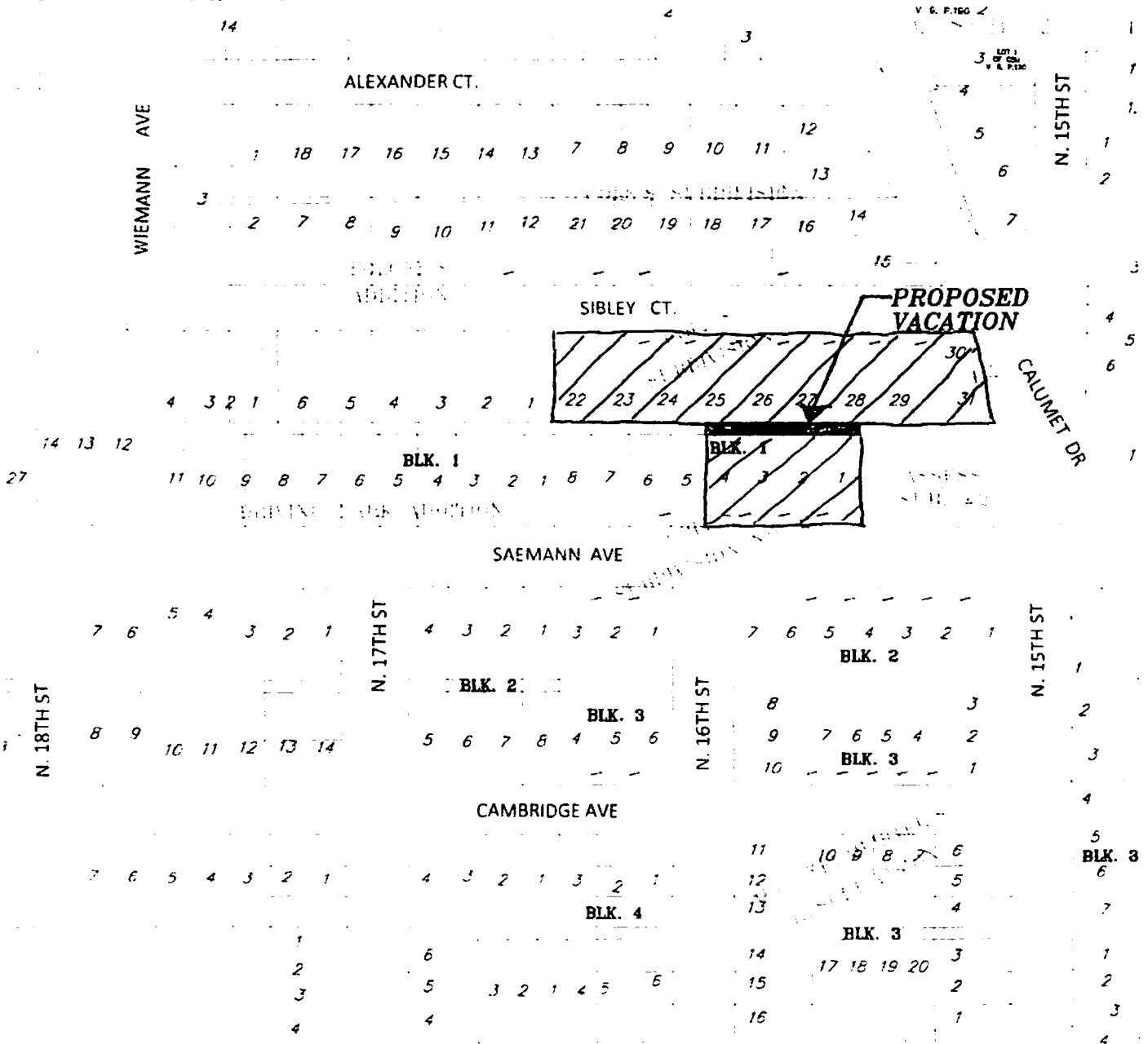
Ordinances Published November 14, 2016.

Certified November 14, 2016 to - Atty.; Ord. Book; Paper Box; City Plan
Comm.; DPW; Eng.; Reg. of Deeds; Fin. Dir./Treas.; CA; Assessor; Water
Dept.; Bldg. Insp.; Dir. Of City Dev.; Fire Dept.; Parks Dept.; Transit;
SBC

EXHIBIT

PROPOSED ALLEY VACATION COLE'S SUBDIVISION NO. 2 SECTION 15, T. 15 N., R. 23 E.

BEING THE EAST 200' OF A 15' WIDE ALLEY AS PLATTED IN COLE'S SUBDIVISION No. 2, BLOCK 1. SAID ALLEY IS ADJACENT TO LOTS 1, 2, 3 & 4, BLOCK 1 OF SAID SUBDIVISION AND LOTS 25, 26, 27 & 28 OF COLE'S SUBDIVISION, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 3,000 SQ. FT.



~~II~~

4.1

R. O. No. 125 - 16 - 17. By CITY PLAN COMMISSION. October 3, 2016.

Your Commission to whom was referred Gen. Ord. No. 19-16-17 by Alderperson Draughon and Alderperson Rabe and RO 113-16-17 by City Clerk for the vacation of a portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 27, 2016, and after due consideration, recommends approval of the General Ordinance and RO.

Lies over
to Nov 7th

Director of City Development

10/1

10/1

10/1

~~X~~

6.1

Gen. Ord. No. 19 - 16 - 17. By Alderpersons Draughton and Rabe.
September 19, 2016.

AN ORDINANCE for the vacation of a portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west.

WHEREAS, application by petition for the paved alley has been properly filed with the City Clerk, and

WHEREAS, said petition was signed by all of the owners of the lots and lands abutting that portion of the paved alley sought to be vacated and by more than one-third of the owners on that portion to be discontinued as described below:

Cole's Subdivision No. 2
Being the east 200' of a 15' wide alley as platted in Cole's Subdivision No. 2, Block 1. Said alley is adjacent to Lots 1, 2, 3 & 4, Block 1 of said Subdivision and Lots 25, 26, 27 & 28 of Cole's Subdivision, located in the West ½ of the SE ¼ of Section 15, T.15N., R.23E in the City of Sheboygan, Sheboygan County, State of Wisconsin. Said tract contains 3,000 sq. ft.;

within the block in which it is located, and

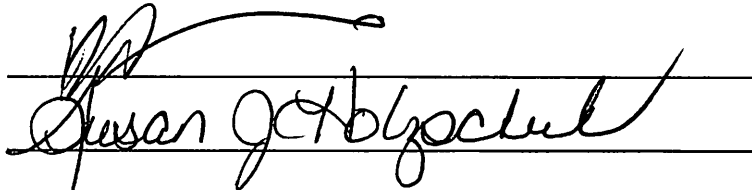
WHEREAS, notice of pendency of said application has been duly filed in the office of the Register of Deeds for Sheboygan County, Wisconsin, according to law.

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

Section 1. A portion of the paved alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west is hereby VACATED AND DISCONTINUED.

City Plan

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



Susan J. Holopel

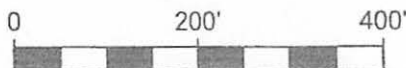
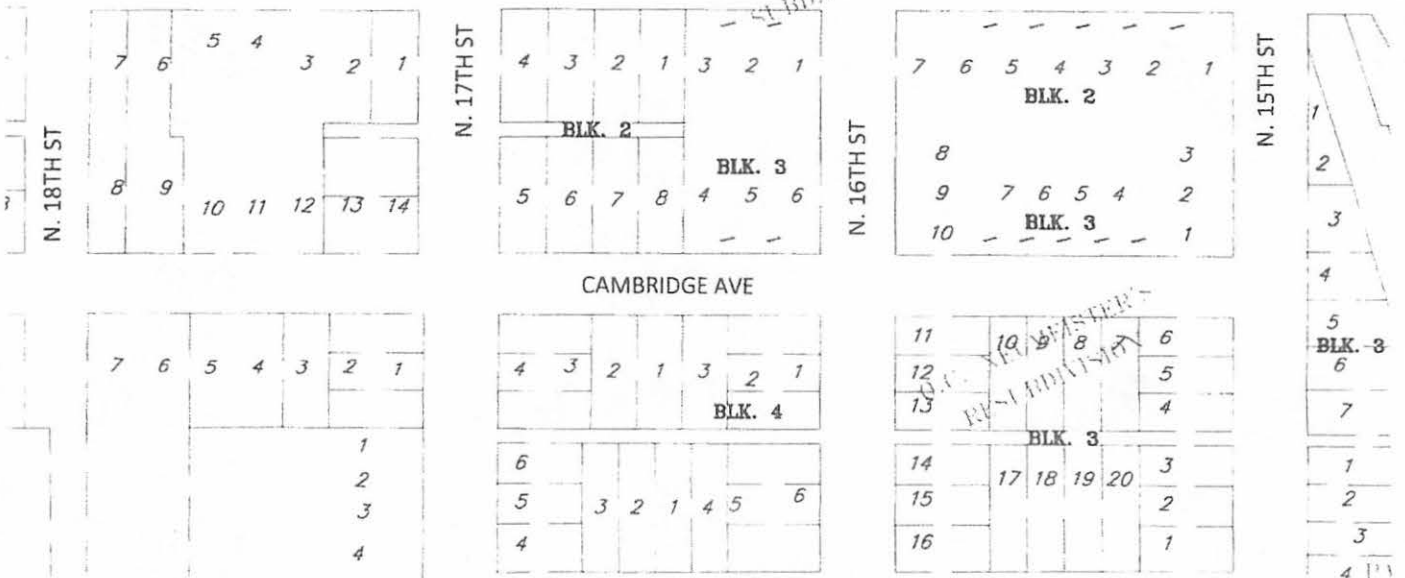
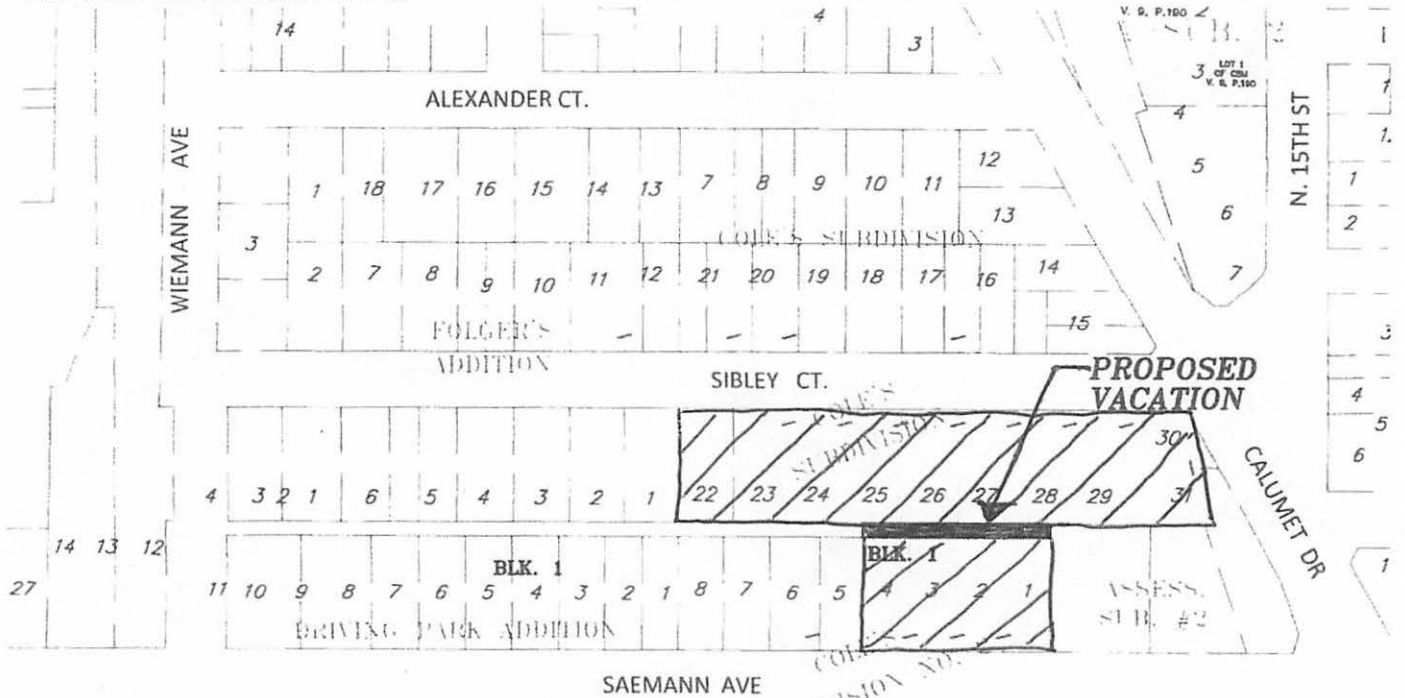
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ALLEY VACATION COLE'S SUBDIVISION NO. 2 SECTION 15, T. 15 N., R. 23 E.

BEING THE EAST 200' OF A 15' WIDE ALLEY AS PLATTED IN COLE'S SUBDIVISION No. 2, BLOCK 1. SAID ALLEY IS ADJACENT TO LOTS 1, 2, 3 & 4, BLOCK 1 OF SAID SUBDIVISION AND LOTS 25, 26, 27 & 28 OF COLE'S SUBDIVISION, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 3,000 SQ. FT.





8 3 9 8 5 6 8
Tx:4119239

2026767
SHEBOYGAN COUNTY, WI
RECORDED ON
09/07/2016 2:53 PM
ELLEN R. SCHLEICHER
REGISTER OF DEEDS
RECORDING FEE: 30.00
EXEMPTION #
Cashier ID: 5
PAGES: 1

NOTICE OF PENDENCY OF AN APPLICATION
TO VACATE City Owned Alley
PURSUANT TO WISCONSIN STATUTE 66.296

In the Matter of Application to the Common Council of the City of Sheboygan for the vacation of City Owned Alley located in the City of Sheboygan, State of Wisconsin.

NOTICE IS HEREBY GIVEN, that an application has been made to the Common Council of the City of Sheboygan pursuant to Wisconsin Statute 66.296 for the vacation of City Owned Alley located in the City of Sheboygan, county of Sheboygan, and which is more specifically situated and located as follows:

BEING THE EAST 200' OF 15' WIDE ALLEY AS PLATTED IN COLE'S SUBDIVISION No 2, BLOCK 1. SAID ALLEY IS ADJACENT TO LOTS 1, 2, 3 & 4, BLOCK 1 OF SAID SUBDIVISION AND LOTS 25,26,27 & 28 of COLE'S SUBDIVISION, LOCATED IN THE WEST 1/2 OF THE SE 1/4 OF SECTION 15, T. 15 N., R. 23 E. IN THE CITY OF SHEBOYGAN SHEBOYGAN COUNTY, STATE OF WISCONSIN. SAID TRACT CONTAINS 3,000 SQ.FT.

The party/parties who made the above application is/are as follows:

SIGNATURE

DATE

9/7/16

Joseph D. VanderPui - Owner - Paper Box + Specialty Co.

This notice is filed pursuant to Wisconsin Statute 804.11.

Subscribed and sworn to before me this 7th day of September, 2016.

Notary Public

Sue VanEss-Behr

My Commission Expires 2/15/2019

DCT 27 '16 AM 10:40

Return:

CITY CLERK
STE 100
828 CENTER AVE
SHEBOYGAN WI 53081

III

3.3

R. O. No. 113 - 16 - 17. By CITY CLERK. September 19, 2016.

Submitting a petition for the vacation of a portion of the alley between Sibley Ct. on the north, Saemann Ave. on the south, Calumet Dr. on the east and Wiemann Ave. on the west, signed by the owners of all the lots and lands abutting that portion of the alley sought to be vacated and the owners of more than 1/3 of that portion of the remainder thereof.

City Plan

City Clerk

Petition

To the Mayor and Common Council of the City of Sheboygan:

The petition of the undersigned residents of said city respectfully represents:

That your petitioners are residents of said city, or own property in said city at the address recorded below after their several names.

They petition your honorable body to vacate the section of city owned alley defined as follows:

“Being the east 200’ of a 15’ wide alley as platted in Cole’s subdivision No. 2, Block 1. Said alley is adjacent to lots 1, 2, 3 and 4, block 1 of said subdivision and lots 25, 26, 27 and 28 of Cole’s subdivision, located in the West ½ of the SE ¼ of section 15, T. 15N., R. 23 E. in the City of Sheboygan, Sheboygan County, Sate of Wisconsin. Said tract contains 3000 square feet.”

Ownership of this property will be turned over to Paper Box and Specialty Company, 1505 Sibley Ct., Sheboygan WI, 53081 for further expansion of their manufacturing operations.

See attached signatures of affected property owners and map of proposed vacation.

Respectfully submitted,

Joseph VanDerPuy
Owner, Paper Box and Specialty Company

| | |
|---|---|
| Receipt No.: <u>169</u> | Date: <u>9/7/16</u> |
| Received From: <u>Joseph VanDerPuy - Paper Box & Specialty Co</u> | |
| Payment For: <u>Recording "Notice of Pendingcy of an Application to Vacate"</u> | |
| Amount: <u>30⁰⁰</u> | |
| CASH | <input checked="" type="checkbox"/> CHECK |
| Received by: <u>[Signature]</u> | |

SCF-4693

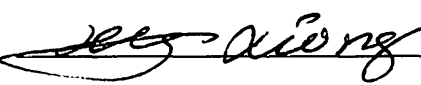
900-946-8811

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8/20/16
Address of property owned by Signatory: 1618 Saemann


If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8-21-2014

Address of property owned by Signatory: 1628 SAEMANN AVE
SHEBOYGAN WI 53081

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Bertrice Garski Date: 8/19/2014

Address of property owned by Signatory: 1712 Saemann ave

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8/23/16

Address of property owned by Signatory: 1610 Saemann Ave
Sheboygan, WI 53081

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: _____

Date: _____

Address of property owned by Signatory: _____

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Dennis & Sherron Kemmerlyelt Date: 8-20-16

Address of property owned by Signatory: _____

1634 Saemann Ave. Sheboygan, WI 53081

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Robert Costello Date: 8/18/14

Address of property owned by Signatory: _____
1602 SAEMANN AVG

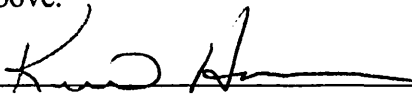
If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed:  Date: 8-11-2016

Address of property owned by Signatory: 1705 Sibley Court

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Michelle Sabert Date: 8/16/16

Address of property owned by Signatory: 1540 Saemann Ave
Sheboygan

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: Owner

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Howard Benin Date: 8-12-16

Address of property owned by Signatory: 1702-1702A-1704
1704A Saemann AV

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Jennifer Cox Date: 8/7/16

Address of property owned by Signatory: 1624 Saemann Ave

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: _____

Proposal

The City of Sheboygan shall vacate the City owned alley immediately to the South of the existing Paper Box and Specialty location at 1505 Sibley Ct. and immediately to the North of the former Quasius Construction owned properties located at 1524 Saemann Ave. The section of alley in question is approximately 200' long and bordered on both sides by Paper Box owned properties. The proposed vacation will not affect any other businesses or residences along the alleyway. This vacation will allow Paper Box and Specialty to develop this section of the alley and redirect a portion of the current heavy truck traffic out of residential areas onto company owned property.

Approval

I, the undersigned, support the proposed vacation of the section of City owned alley described above.

Signed: Paul Meyer Date: 8.7.16

Address of property owned by Signatory: 1637 - 1639 Sibley Court,
Sheboygan, WI.

If you are signing on behalf of a legal entity such as LLC or Corporation, please indicate your position within your organization: Owner

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 161522

License No: 0000

Date: 09/07/2016

Received By: MMD

Received From: JOSEPH VANDERPUY

Memo: VACATION PAPER BOX

Method of Payment: \$125.00 Check No. 26211

Total Received: \$125.00

| <u>Fee Description</u> | <u>Fee</u> |
|------------------------|------------|
| Vacation Request | 125.00 |

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

Other Matters

9.2

II

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

Submitting a communication from Jared Riemann, Probation and Parole Agent on behalf of inmate Christopher T. Riley requesting a waiver to the Sex Offender Residency restrictions in order to be placed at a TLP located

City Clerk

ppa5.

NOV 2 '16 PM 3:13

Date: November 2, 2016

My name is: Jared Riemann, Probation and Parole Agent #70817,
on behalf Inmate Christopher T. Riley DOC# 432672 .

I am requesting a waiver to the Sexual Residency Requirements so he may live at:
Transitional Living Placement (TLP) residence located at 1123 / 1125 North.14th
Street or 930A Michigan Avenue, based on availability.

Phone Number : (920) 918-8063

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.

Other Matters

9.2

II

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

Submitting a communication from Jared Riemann, Probation and Parole Agent on behalf of inmate Christopher T. Riley requesting a waiver to the Sex Offender Residency restrictions in order to be placed at a TLP located

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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

Other Matters

9.3

Res. No. - 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,

Inance

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: _____

Other Matters

9.4

III

R. O. No. _____ - 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

Enclosure (1)

K. Dies over.

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



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

T O 1. Municipal 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.

4. Equalized Valuation (TID Out) Tax Apportionment (October Certification)

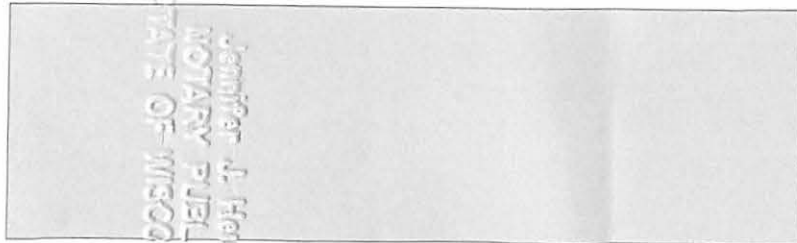
5. Percent of Entire School District

6. Total Levy

| Entire School District | Portion of School District Lying Within Municipality |
|------------------------|--|
| Column 1 | Column 2 |
| \$3,296,591,598.00 | \$2,179,351,641.00 |
| 100% | 66.109240% |
| \$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

| | | |
|----------------------------|------------------------------------|------------------------------------|
| F R O M | Name of School District | School District Clerk |
| | Sheboygan Area (5271) | Jennifer Pothast |
| | Signature of School District Clerk | <i>Jennifer Pothast</i> |
| | Signature of Notary Public | <i>Jennifer J. Heus</i> |
| 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

1910
1911
1912

1913
1914

1915
1916

STATE OF WISCONSIN
NOTARY PUBLIC
JAMES J. HARRIS

~~IX~~

Other Matters

9.4

Gen. Ord. No. - 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 shall, 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

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

II

Other Matters

9.5

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

Submitting a claim from Wilson Mutual Insurance Company on behalf of their insured L.C.N.R., LLC for alleged damages to their property due to sewer backup.

Inance

City Clerk

Wilson Mutual INSURANCE COMPANY

P.O. Box 908, Sheboygan, Wisconsin 53082-0908

Phone: 920-458-3359 Fax: 866-688-7212

November 1, 2016

LAURIE SUHRKE
CITY OF SHEBOYGAN CITY HALL
828 CENTER AVE 2ND FLOOR
SHEBOUGAN WI 53081



Our file no. : 5639877
Our insured : L.C.N.R. LLC
Date of loss : 05/06/2016
Amount paid by MMIC : \$ 9,485.61
Our insured's deductible : \$500.00
Total amount due : \$ 9,985.61

On the above-referenced date our insured incurred a loss. Our investigation determined you are responsible for this loss. We have paid for our insured's damage and request reimbursement from you for the total amount due \$ 9,985.61.

- If you are insured, please refer this matter to your insurance company immediately.
- If you are not insured, CALL US IMMEDIATELY to pay all damages now. Visa and MasterCard Cards are accepted.
- If you are not insured, and you wish to set up a payment plan, CALL US IMMEDIATELY or complete the enclosed form and return in self-addressed envelope.

Please be sure to reference the Claim Number, 5639877, on all correspondence to ensure proper routing.

Wilson Mutual Insurance Company

TERRY HELMAN
RECOVERY SPECIALIST
(614) 225-8547 OR (800) 200-2550 EXT 5
FAX: (866) 688-7212
WILSONCLAIMS@WILSONMUTUAL.COM

Enclosure

The Motorists Insurance Group

Motorists Mutual Insurance Company
Motorists Life Insurance Company
MICO Insurance Company

Motorists Commercial Mutual Insurance Company
MCM Insurance Agency, Inc.

Wilson Mutual Insurance Company
Broad Street Brokerage, LLC

Iowa Mutual Insurance Company
Iowa American Insurance Company
Phenix Mutual Fire Insurance Company

Claim Number 5639877

Please complete and return this form –Thank you

Did you have insurance on the date of the loss? Yes _____ No _____

Your Insurance Company Name and Phone # _____

Your Insurance Company Address _____

Policy Number _____

Claim Number _____

Your Agent's Name and phone # _____

Your Agent's Address _____

I wish to make a payment plan for the total amount owed? Yes _____ No _____

Minimum 10% of amount due required as down payment _____

What day of the month do you want the payments to come due? _____

What amount will you pay each month? \$ _____

Your Full Name _____

Your Present Address _____

Home Phone Number _____

Cell Phone Number _____

Work Phone Number _____

Employer Name and Address _____

Date of Birth _____

Drivers License Number _____

Social Security Number _____



Claim No.: 5639877
Check No.: 0000218784 **Date Issued:** 08/23/2016
Check Amount: \$668.33
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

**L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093**

For: BUILDING

DIFFERENCE BETWEEN THE FIRST PAYMENT

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000218784
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUILDING

***\$668.33**

Pay ■ SIX HUNDRED SIXTY-EIGHT DOLLARS AND THIRTY-THREE CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$668.33

NON-NEGOTIABLE

C0000218784C B075906346B

818453C

Hi Yan.

Regards to: Claim no. 5639877

Here are the bills for the City of Sheboygan nearly two foot sewer back up and gray paint residue that was in the sewer water that back up into the building at 2214 Superior Ave. Sheboygan.

Included are the bills from:

| | |
|--|-----------|
| Sixel & Schwinn | \$353.33 |
| Glenns plumbing | \$315.00 |
| Professional Services | \$3643.50 |
| LCNR LLC | \$1638.00 |
| Receipts for the water heaters and parts to install water heaters. | \$1578.77 |
| Sump pump. | \$135.45 |
| Washer and dryer and parts. | \$1671.54 |
| Estimate Cost for two chairs, vacuum cleaner with tax. | \$46.18 |
| Estimate Cost for vacuum cleaner with tax. | \$134.40 |
| Estimate cost for electric stove with tax. | \$471.45 |

Any questions feel free to call me 920-627-8002.

Larry Strassburg

SIXEL & SCHWINN, INC.

N7677 RANGELINE ROAD
SHEBOYGAN, WI 53083
Phone #: (920) 565-2131
Fax #: (920) 565-4413

Invoice

Customer No.: STRASSBURG L
Invoice No.: 38641

Bill To: **LARRY STRASSBURG**
W5041 COUNTY F
WALDO, WI 53093

Electrical, Water Systems
Plumbing, & Hydronic Heating

| Date | Ship Via | P. O. Number | Terms |
|----------|----------|--------------|-------------------------------|
| 05/19/16 | | | OVER 30 DAYS 1 1/2% PER MONTH |

| Quantity | Item Number | Description | Unit Price | Amount |
|----------|-------------|-------------|------------|--------|
|----------|-------------|-------------|------------|--------|

| | | | | |
|-------|--|--|-------|--------|
| | | REPLACE CUSTOMER SUPPLIED WATER HEATERS IN BASEMENT AT 2214 SUPERIOR AVE, SHEB.: WATER HEATERS DAMAGED BY BASEMENT FLOODING FROM SEWAGE BACKUP. | | |
| 1 | | MISCELLANEOUS FITTINGS | 21.50 | 21.50 |
| 2.250 | | 5/9/16 - LABOR | 70.00 | 157.50 |
| 1.250 | | 5/10/16 - LABOR | 70.00 | 87.50 |

| | | | | |
|-------|--|---|-------|-------|
| | | CHECK OUT ELECTRICAL PANELS FOR DAMAGE FROM SEWAGE BACKUP: | | |
| 1.000 | | 5/10/16 - LABOR | 70.00 | 70.00 |

| | |
|----------------------|--------|
| Invoice subtotal | 336.50 |
| Sales tax @ 5.00000% | 16.83 |
| Invoice total | 353.33 |

5.6.16

GLENN POWERS
2023 N. 9th Street
Sheboygan, WI 53081
(920) 457-5394

GLENN'S DRAIN AND SEWER CLEANING SERVICE

Name: Merry Stransky WDR LLC
Address: 10 2nd Ave Waukegan 53092
Phone: 627-8202
Rental: 2214 Superior
Kitchen: _____
Bathroom: _____
Basement: 2110' Sewer line seen water
Parts: _____
Service Call: 300'
Tax: 1500
Total: 9135⁰⁰

Payment in full upon completion.

Thank You

LCNR LLC
W5041 County Rd F
Waldo WI 53093

Bill to:
Name: Larry Strassburg
Address: 2214 Superior Ave. Sheboygan, WI 53081

| <u>Charges: Material and Labor</u> | <u>Amount</u> |
|--|------------------|
| Initial cleaning and scrubbing of sewer backup with grey paint residue at 2214 Superior Ave. | \$864.00 |
| 5/9/19 Purchase and pick up of 2-50 gal water heaters | \$72.00 |
| 5/9/16 Assisted Sixel & Schwinn in the installation of two water heaters | \$81.00 |
| 5/9/16 Installed water pipe insulation tubing, programmed water heaters, cleaned up area and card board boxes, misc material. | \$216.00 |
| 5/10/16 19 Purchase and pick up of 40 gal water heater and sump pump. | \$72.00 |
| 5/10/16 Assisted Sixel & Schwinn in the installation of water heater. | \$45.00 |
| 5/10/16 Installed water pipe insulation tubing, cleaned up area of card board boxes and misc material, removed and installed sump pump. | \$216.00 |
| Time inquiring for and purchase of new washer, dryer and stove. | \$72.00 |
| Total Charges: | \$1638.00 |

Submitted by: LCNR LLC

Date: June 14, 2016

Use Your ~~2%~~ 2%
BIG CARD ~~REBATE~~
MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53063

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/07/16

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

| | | |
|-----------------------------|---------|--------|
| 3/4" FEMALE ADAPTER CXFP | | |
| 6871194 | 2 @2.48 | 4.96 |
| 3/4" COPPER COUPLING | | |
| 6871123 | 2 @0.40 | 0.80 |
| 50 GAL TALL ELECT 12 YR | | |
| 6838606 | | 569.00 |
| TOTAL | | 574.76 |
| TAX STATE OF WI 5% | | 28.74 |
| TOTAL SALE | | 603.50 |
| Menard Contractor Card 1025 | | 603.50 |
| 044247 | | |
| Swiped | | |
| Job # or Name : | 0 | |

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, alex

91175 23 0405 05/09/16 11:56AM 3247

Use Your ~~2%~~ 2%
BIG CARD ~~REBATE~~
MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53063

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 08/07/16

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

| | | |
|-----------------------------|---------|--------|
| 3/4" COPPER COUPLING | | |
| 6871123 | 2 @0.40 | 0.80 |
| 3/4" FEMALE ADAPTER CXFP | | |
| 6871194 | 2 @2.48 | 4.96 |
| 50 GAL TALL ELECT 12 YR | | |
| 6838606 | | 569.00 |
| TOTAL | | 574.76 |
| TAX STATE OF WI 5% | | 28.74 |
| TOTAL SALE | | 603.50 |
| Menard Contractor Card 1025 | | 603.50 |
| 044209 | | |
| Swiped | | |
| Job # or Name : | 0 | |

TOTAL NUMBER OF ITEMS = 5

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS.

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, alex

91175 23 0404 05/09/16 11:55AM 3247

True Value.

MARTENS-TRILLING TRUE VALUE
201 Michigan Ave.
Cohasset, MI 49831
1-226-457-4541

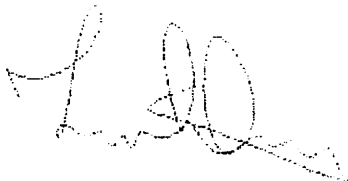
Transaction: 076272
Associates, Sandy
Date: 05/07/98 Time: 01:21:08 PM

*** SALE ***

SALE TOTAL \$14.00 *returned 3*
TAXES \$1.40 *HA*
TOTAL \$15.40 *510*
VISA \$15.40
CHANGE \$0.00

THIS RECEIPT IS VALID ONLY WHEN USED
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

Approval # 04406
CARD # 12345678901234567890
EXP. DATE 12/98
NAME: ARNOLD STRASSBURG
MKT 15.00



(S) - Authorized Signature

PLEASE DO NOT CASH OR
CASH IN THIS RECEIPT

Please keep your Receipt. NO REFUND
WARRANT RECEIPT. ALL RETURNS OR
EXCHANGES MUST BE WITHIN 60 DAYS OF
ORIGINAL PURCHASE DATE. IF AFTER 60
DAYS NO RECEIPT, EXCHANGES OR REFUNDS
WILL BE GIVEN.



0 7 8 2 7 7 2

Use Your ~~2%~~ 2%
BIG CARD ~~REBATE~~ REBATE

MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 06/06/16

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

Cust name: Strassburg, Larry
1/2 HP CAST IRON PEG PUM
89116/1 129.00
ORDER 84144
40 GAL MED ELECTRIC 6 YR-PICK
6835049 324.99
END OF ORDER

TOTAL 453.99
TAX STATE OF WI 5% 22.70
TOTAL SALE 476.69
Menard Contractor Card 1025 476.69
017976
Swiped
Job # or Name : superior

TOTAL NUMBER OF ITEMS = 2

GUEST COPY

The Cardholder acknowledges receipt of goods/services in the total amount shown hereon and agrees to pay the card issuer according to its current terms.

THIS IS YOUR CREDIT CARD SALES SLIP
PLEASE RETAIN FOR YOUR RECORDS

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, Ann

8u994 07 7286 05/09/16 07:25PM 3247

Use Your ~~2%~~ 2%
BIG CARD ~~REBATE~~ REBATE

MENARDS

MENARDS - SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for items on this receipt will be in the form of an in store credit voucher if the return is done after 06/07/16

If you have questions regarding the charges on your receipt, please email us at:
SHEBfrontend@menards.com



Sale Transaction

60-3/4" 10# T&P DISCHARG
8831738 2 86.97 13.94
3/4" 90DEG STREET ELBOW
8871398 3 81.57 4.71

TOTAL 18.65
TAX STATE OF WI 5% 0.93
TOTAL SALE 19.58
CASH 100.00
CHANGE 80.42-

TOTAL NUMBER OF ITEMS = 5

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, Beth J

91188 05 2797 05/09/16 07:15PM 3247

Use Your  2%
BIG CARD REBATE

MENARDS

MENARDS SHEBOYGAN
4825 Vanguard Drive
Sheboygan, WI 53083

KEEP YOUR RECEIPT
RETURN POLICY VARIES BY PRODUCT TYPE

Unless noted below allowable returns for
items on this receipt will be in the form
of an in store credit voucher if the
return is done after 09/06/16

If you have questions regarding the
charges on your receipt, please
email us at:
SHEBfrontend@menards.com



Sale Transaction

Guest name: L.C.N.R. LLC
ALUMINUM D2D CONNECT, KI
6399370 15.99
2" - 4" METAL CLAMP
6399369 2 @1.35 2.76
5" 30A 3-WIRE DRYER CORD
3702536 10.99
5' HE WASH MACHINE SUPPL
6794604 24.98
MENARD REBATE NO: 6130286990 141.17-
Remaining Balance: \$0.00
SPECIAL ORDER 30141706
WASHER 2.9CF COIN OP WHT-PICK# SEQ# 1 MA
4514377 764.10
DRYER ELECT COIN OP WHT -PICK# SEQ# 2 MA
4514367 773.10
DELIVERY 0.00
END OF ORDER

TOTAL 1450.77
TAX STATE OF WI 5% 72.54
TOTAL SALE 1523.31
Menard Contractor Card 1025 1523.31
030650
Swiced
Job # or Name : superior

TOTAL SAVINGS 170.80
TOTAL NUMBER OF ITEMS = 9

See menards.com for return policy details

Now Hiring

Apply Within

THANK YOU, YOUR CASHIER, HOLLEY

91255 03 8220 06/09/16 07:06PM 3247

Estimate From
MENARDS®

Estimate # 98994
 Page 1 of 1

| |
|--|
| ESTIMATE FOR: |
| D.C.N.R. LLC W9941 COUNTY ROAD F WAUNDA, WI 53093-1614 |
| PH: (920) 567-8932 PROJECT DESCRIPTION: Superior |

STORE # 3247 SHIB
 4825 Vanguard Drive
 Sheboygan, WI 53083

PHONE: (920) 565-3334
 FAX: (920) 565-2596

| | |
|-------------|---------------|
| ESTIMATE BY | ESTIMATE DATE |
| ANTHONY E. | 07/02/16 |

| SKU NUMBER | DESCRIPTION | QTY TO ORDER | ADDITIONAL ITEM INFORMATION |
|------------|--|--------------|-----------------------------|
| 459-1069 | RANGE ELECTRIC COIL WHI WFC316S0EW FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES | 1 EACH | |
| 474-7029 | WINDTUNNEL AIR STEBRADLE UF7240C | 1 EACH | |
| 480-3648 | PADDED FAB FOLD CHAIR BLK811 | 2 EACH | |

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. **MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN.** All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. **MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.**

TODAY'S SUB-TOTAL: 520.98

tax 21.25
 542.23

**GUEST COPY
 PAGE 1 OF 1**



Claim No.: 5639877
Check No.: 0000217684 **Date Issued:** 08/05/2016
Check Amount: \$135.45
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

SUMP PUMP

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000217684
Date of Loss: 05/06/2016
Date Issued: 08/05/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$135.45**

Pay ■ ONE HUNDRED THIRTY-FIVE DOLLARS AND FORTY-FIVE CENTS *****

To The Order Of L.C.N.R. LLC

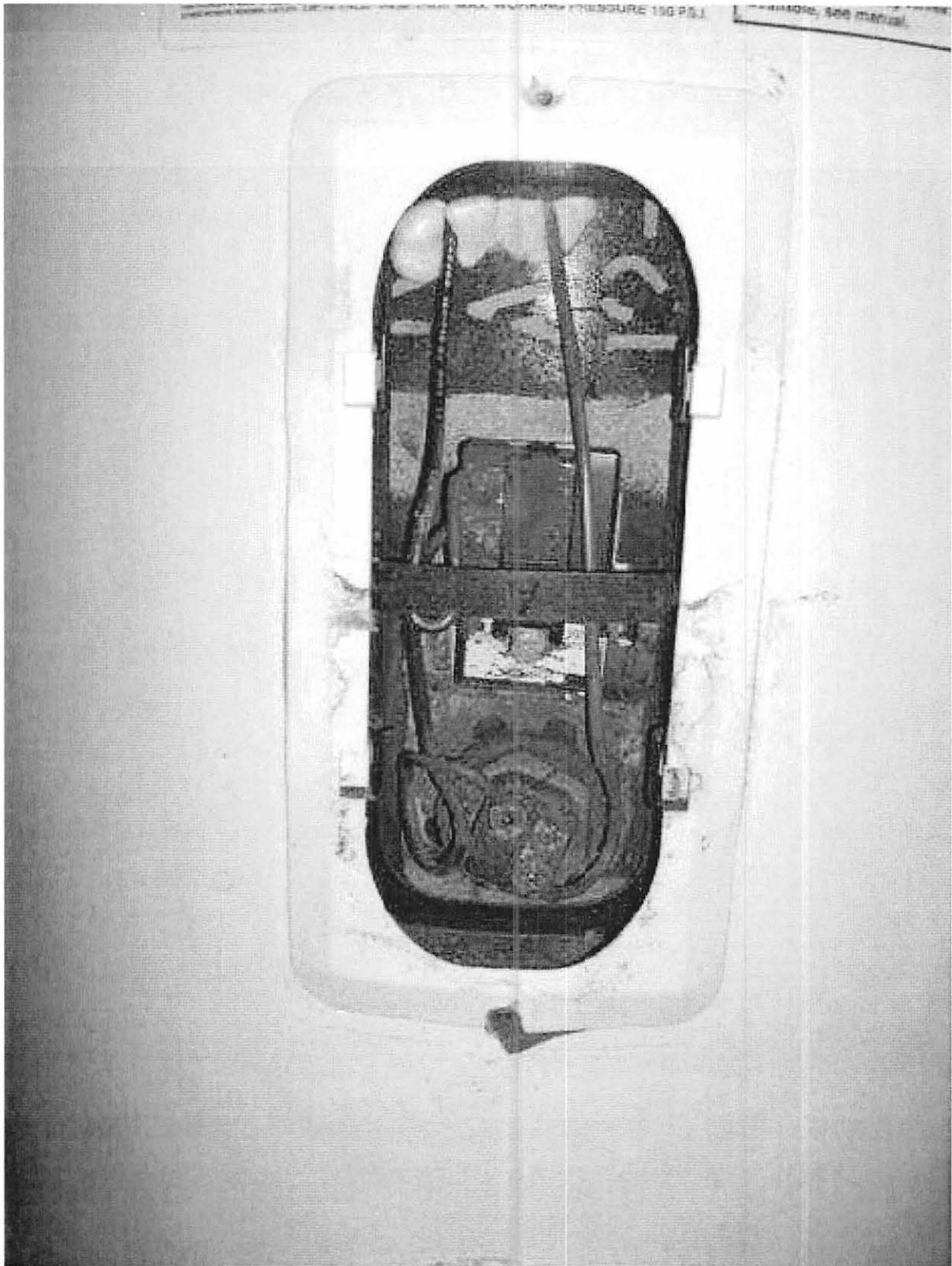
MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$135.45

NON-NEGOTIABLE

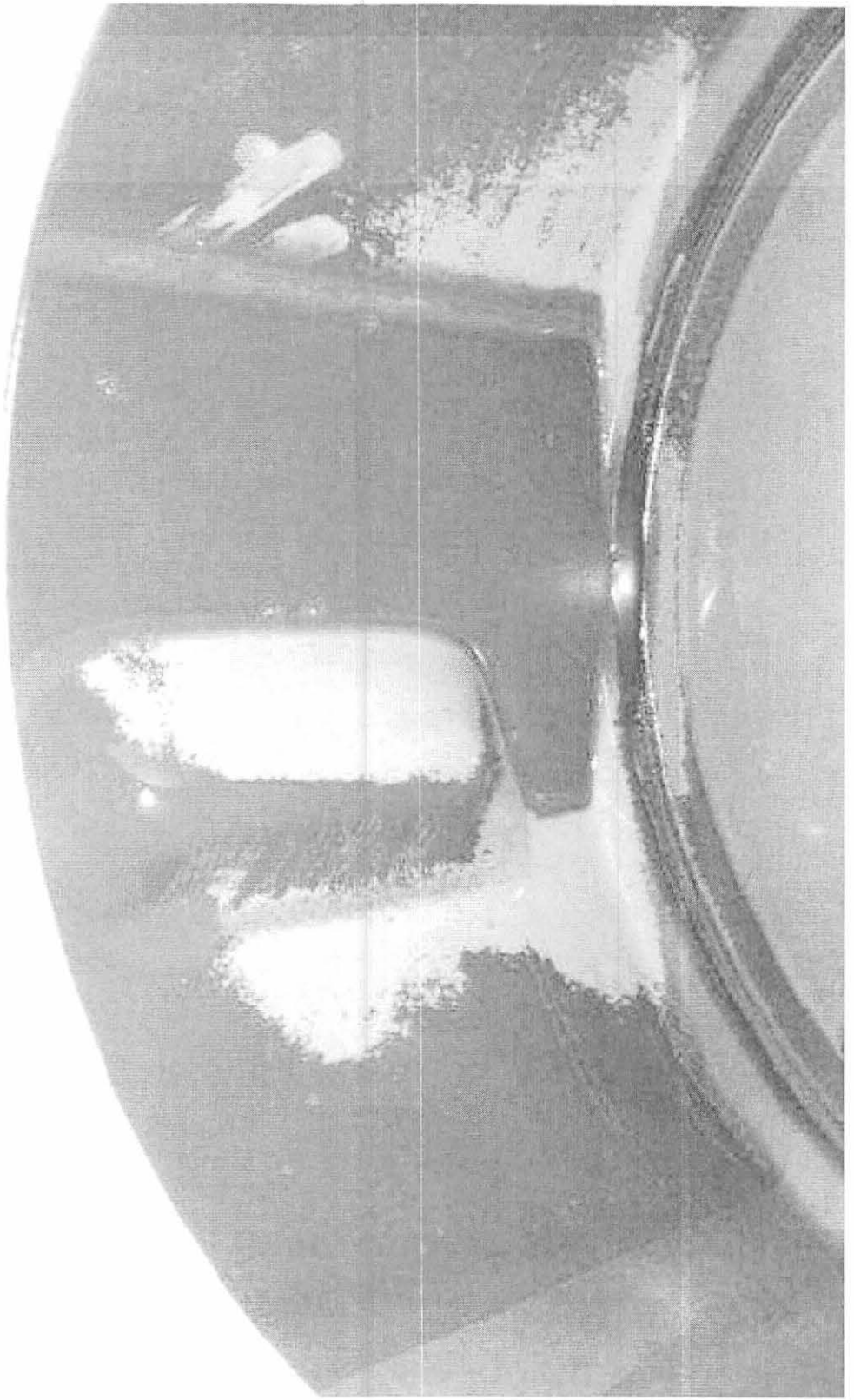
C0000217684C B075906346B

818453C

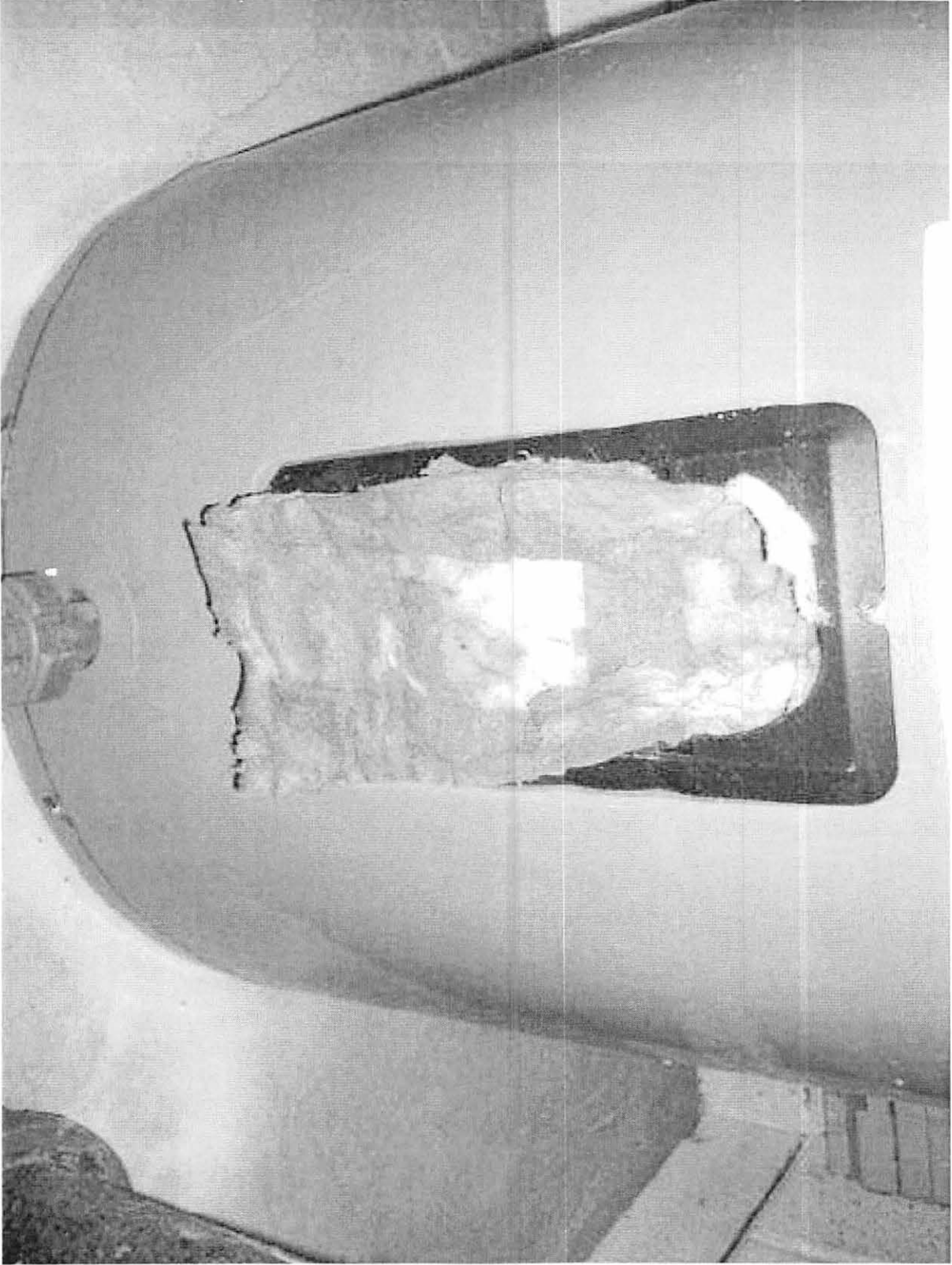




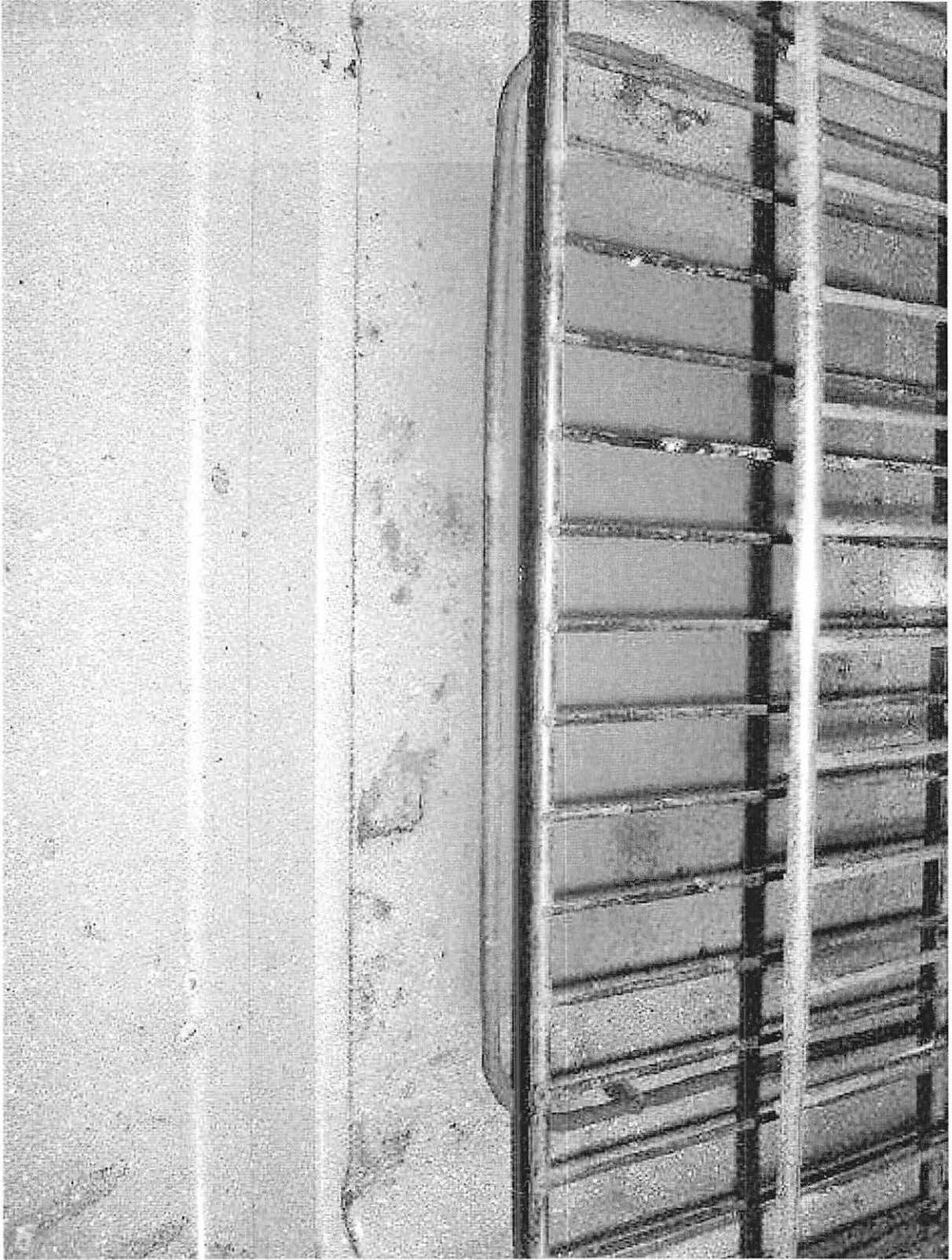


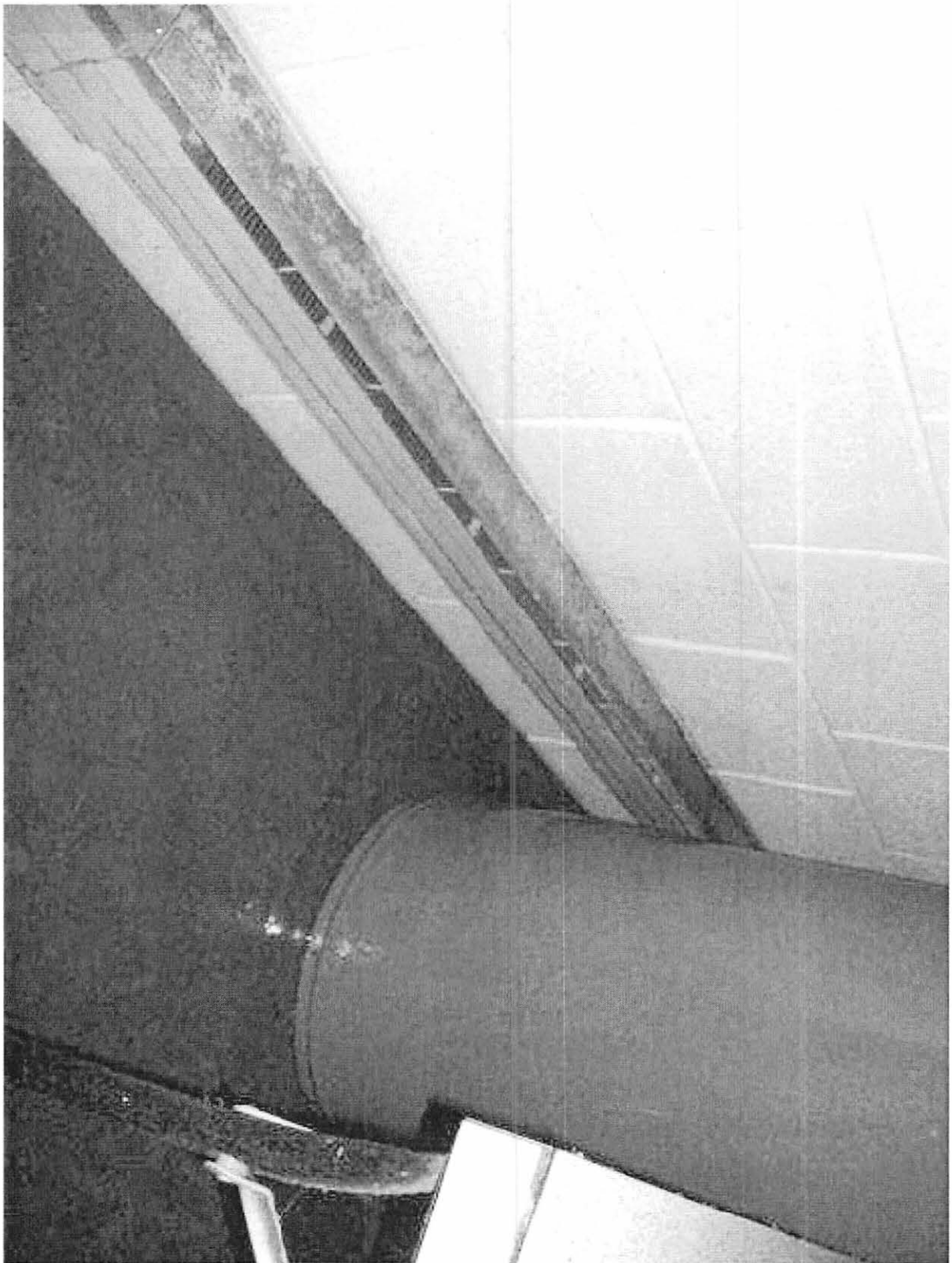






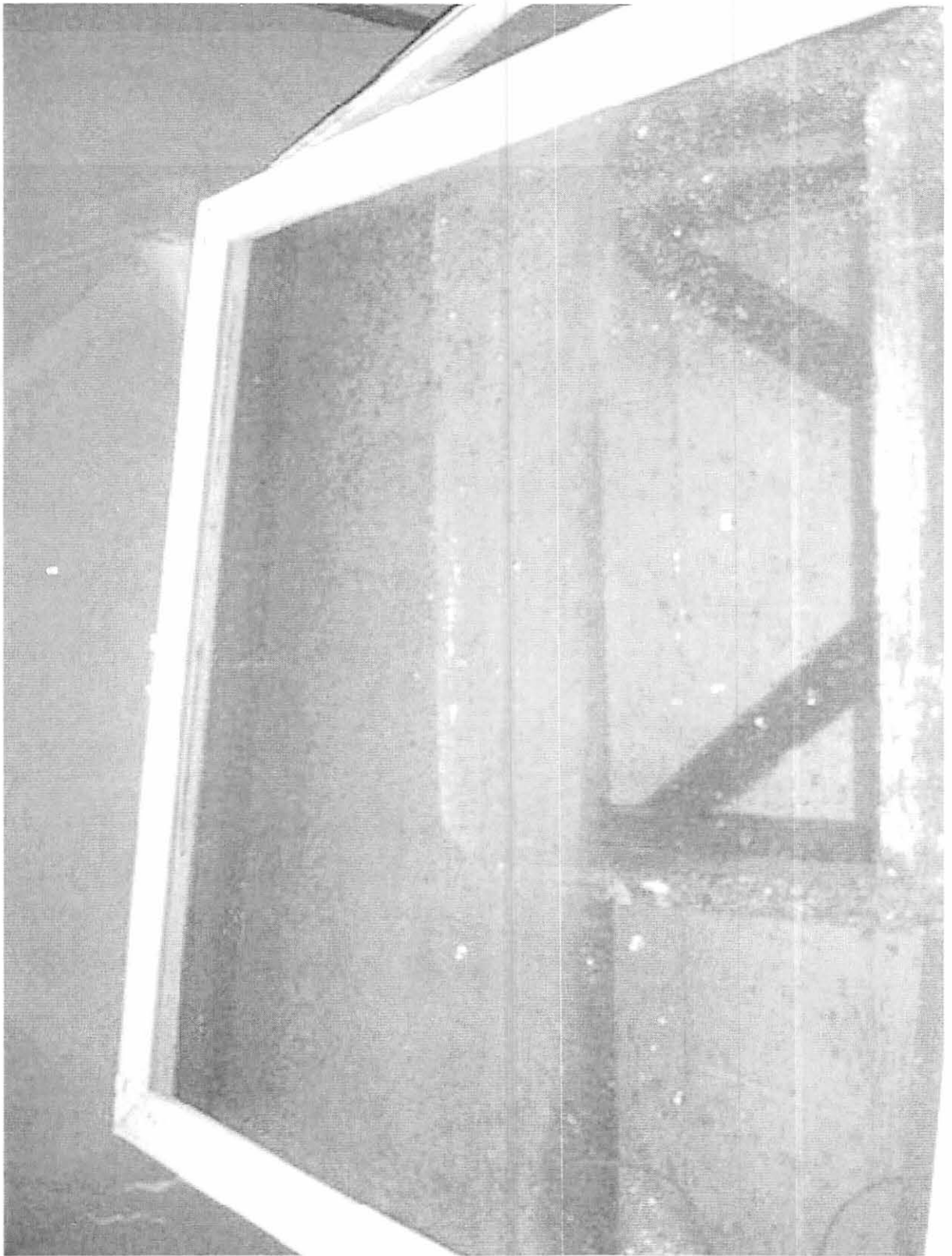


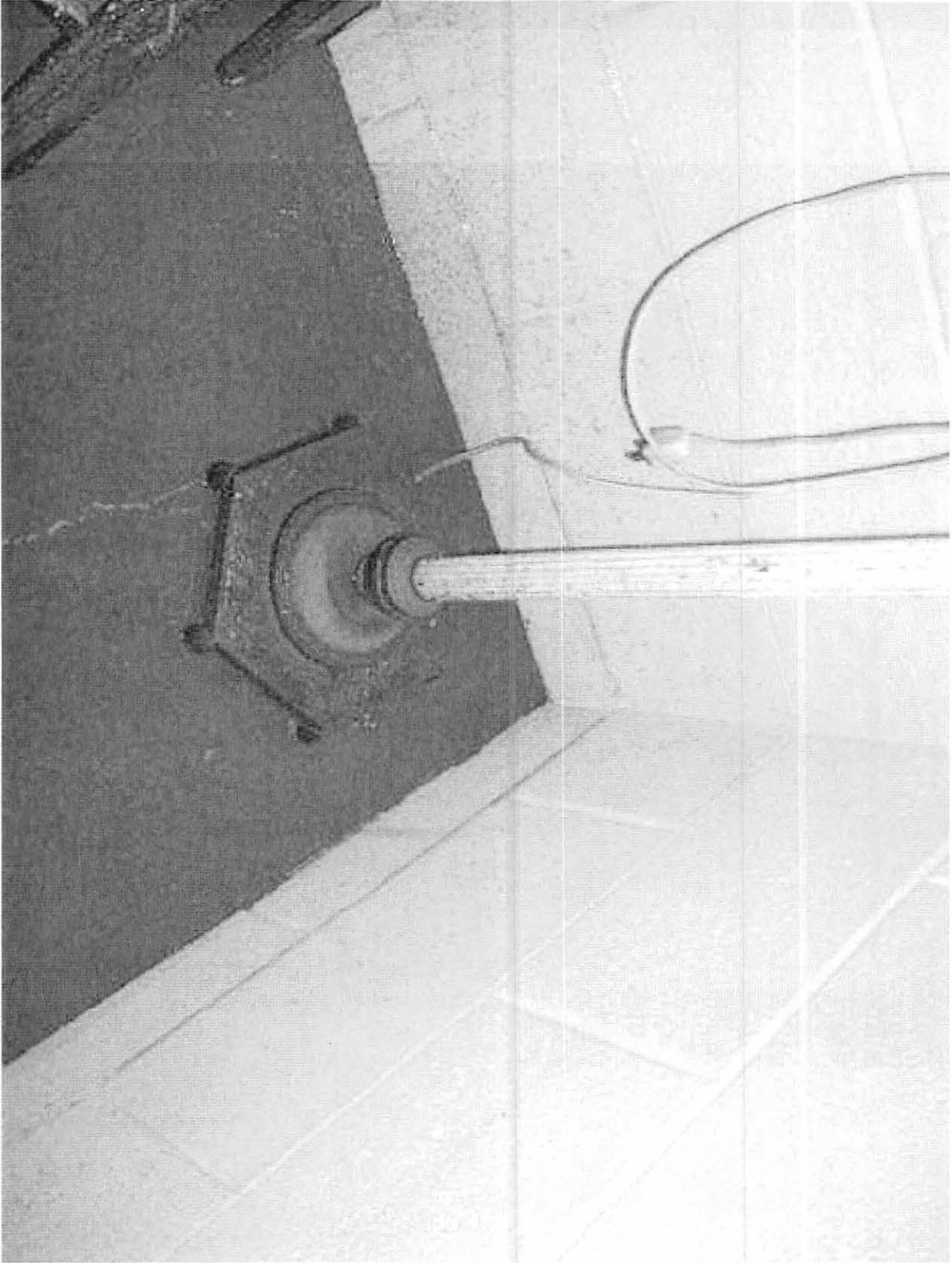


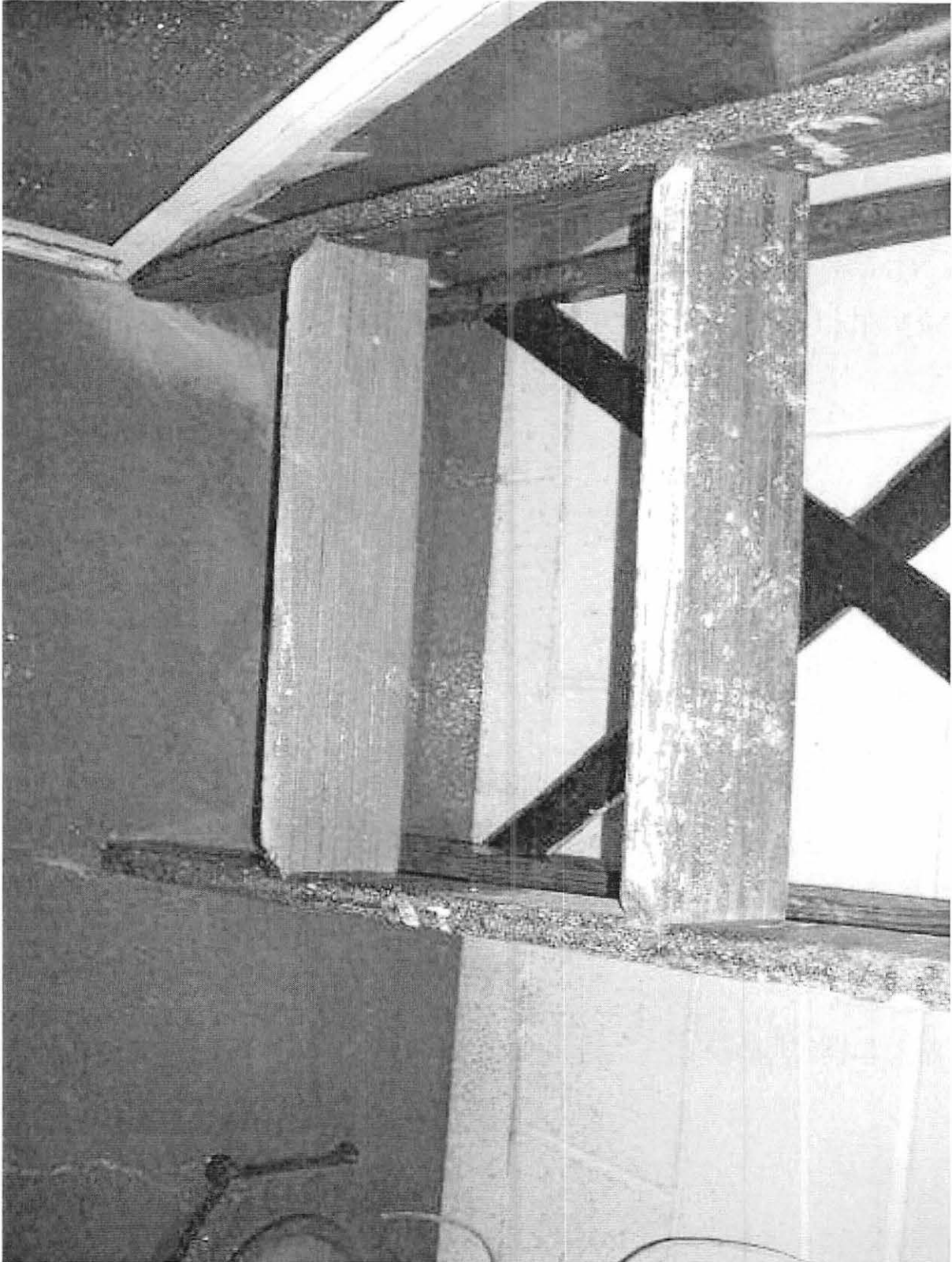










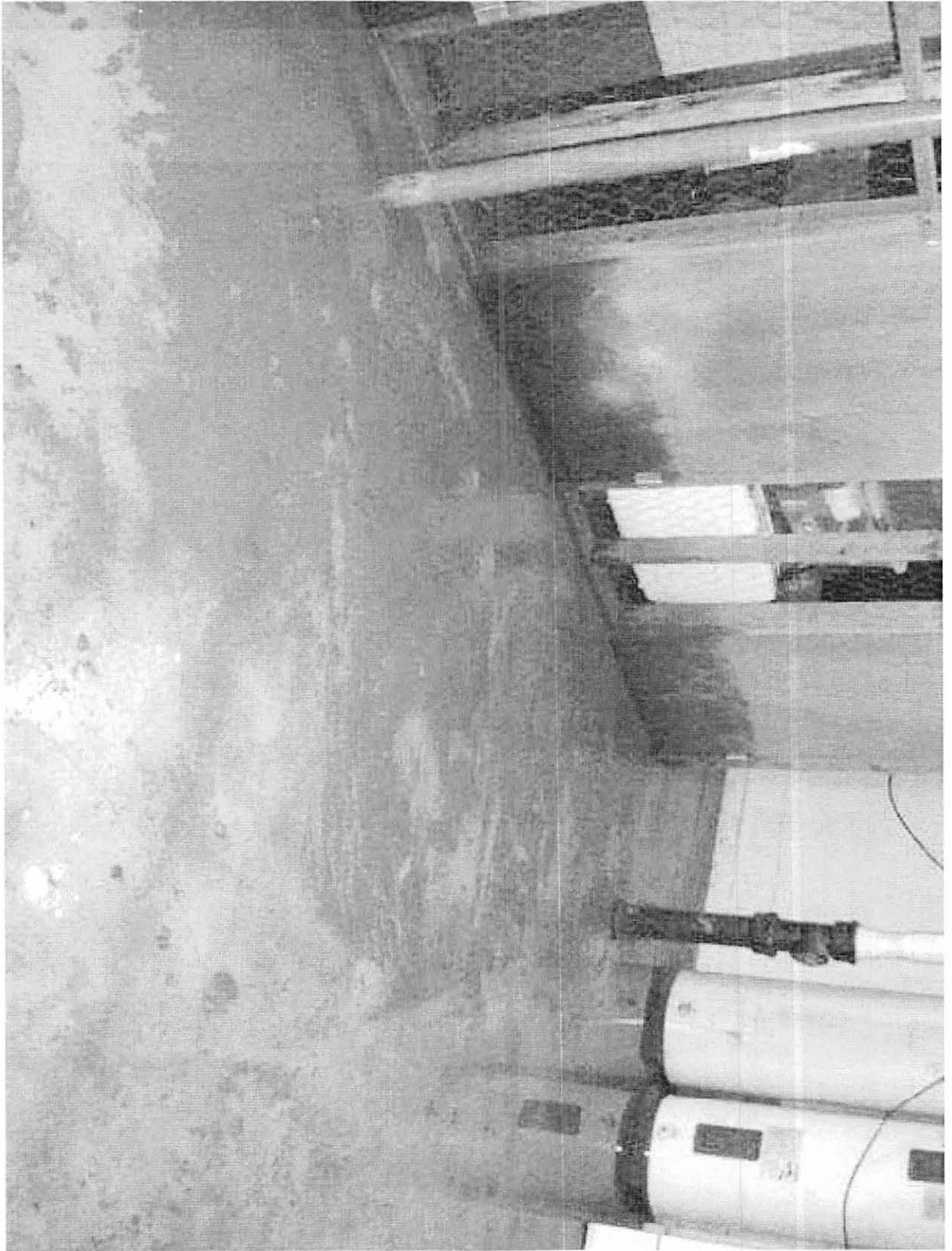




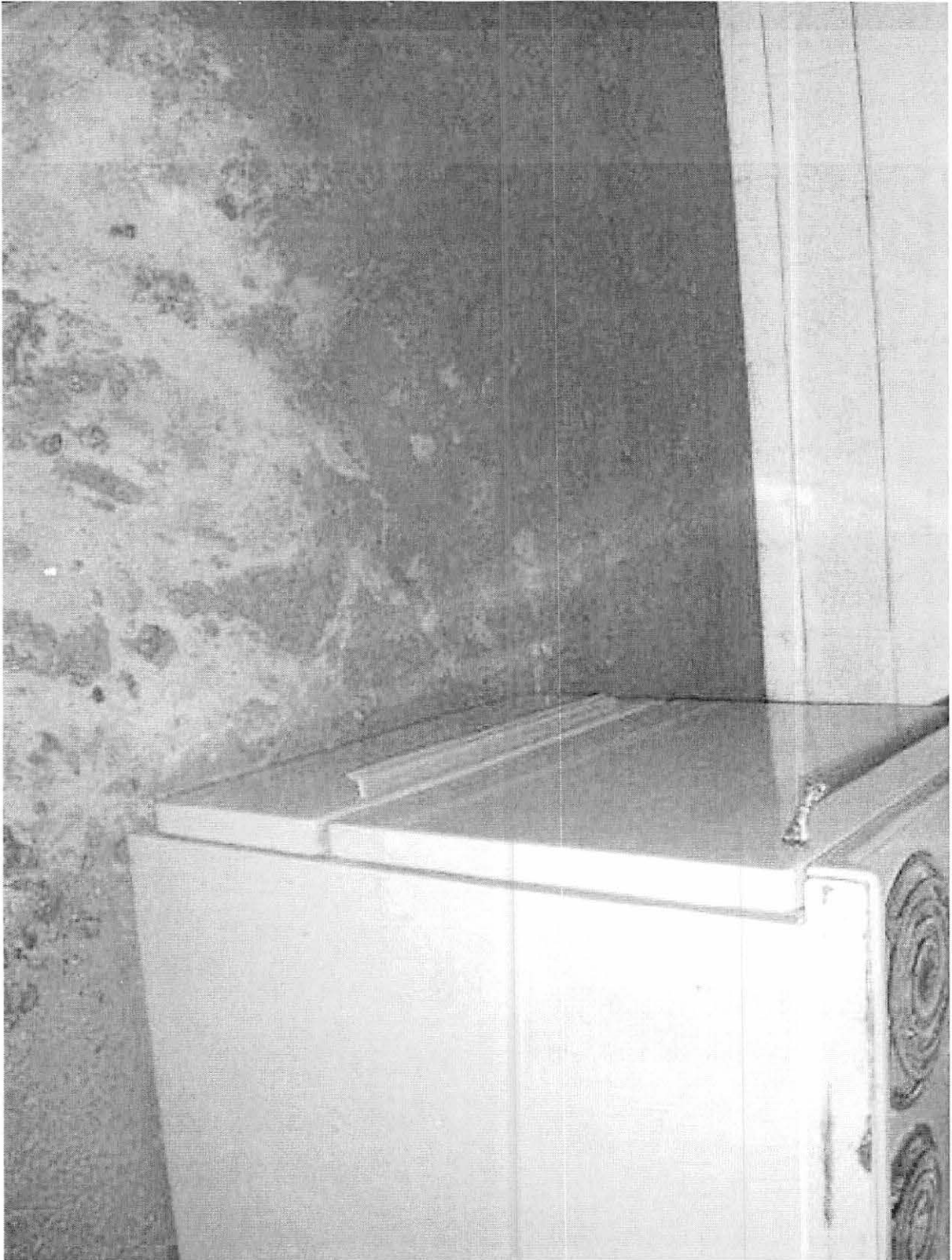


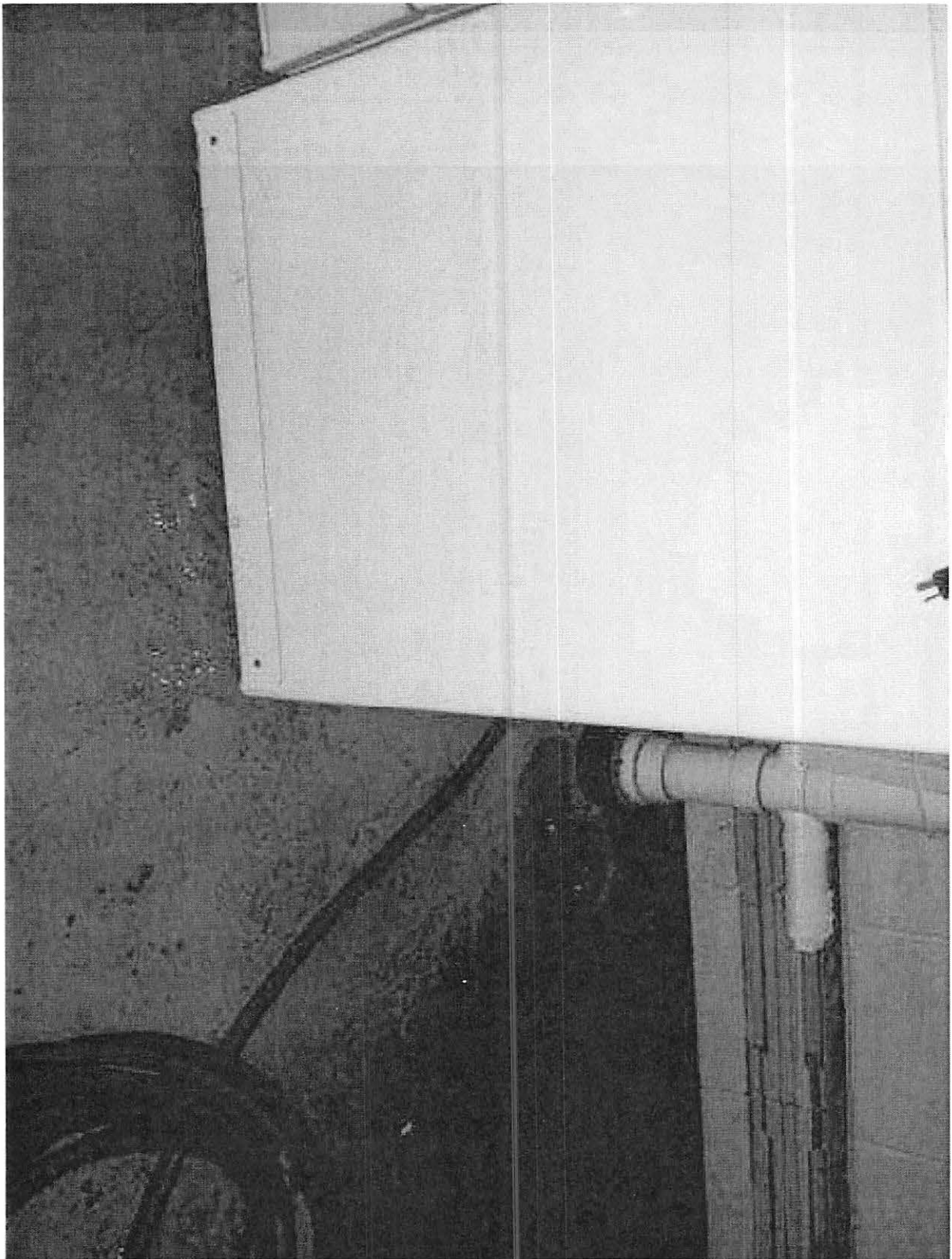




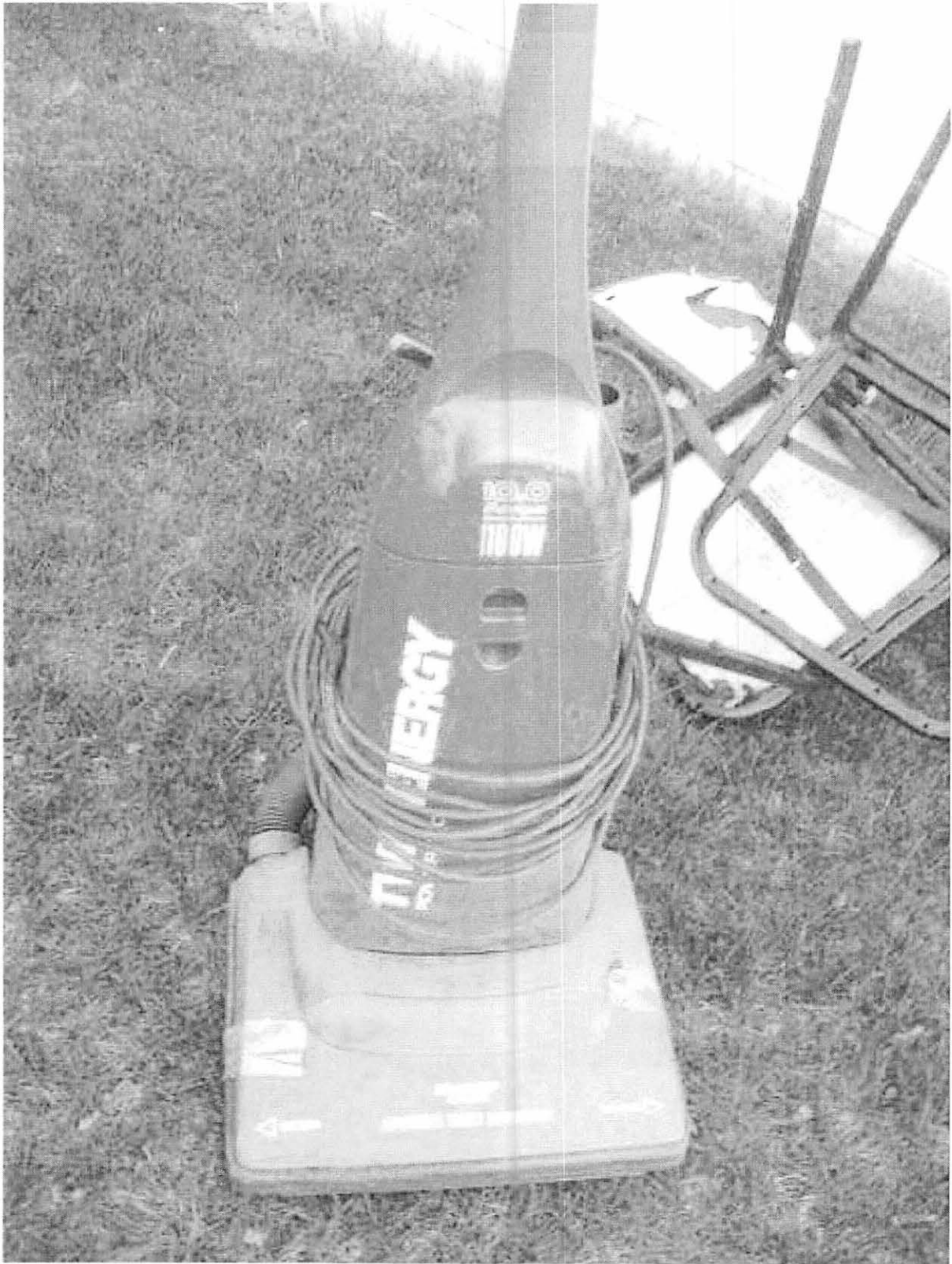


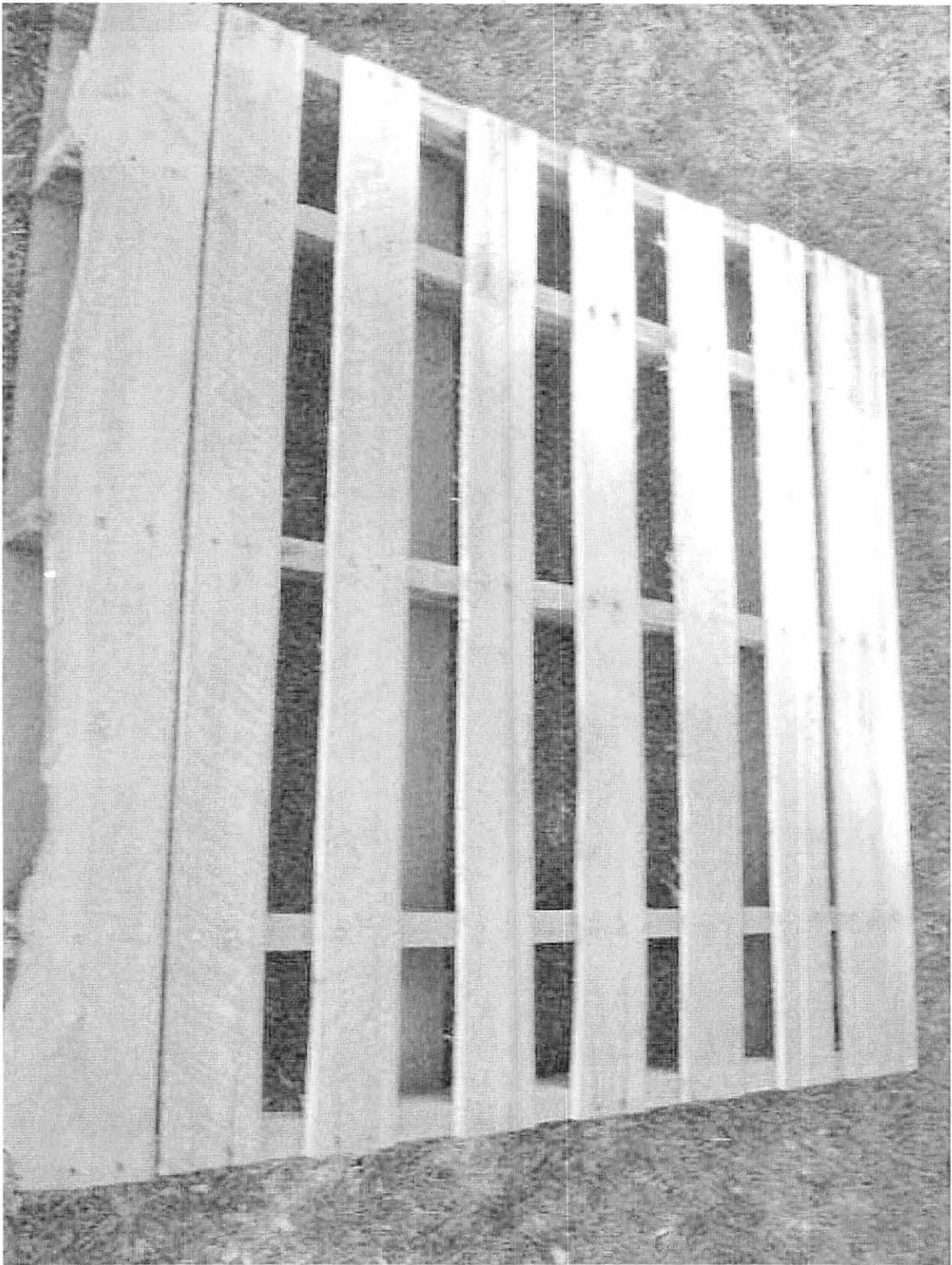
















Claim No.: 5639877
Check No.: 0000218785 **Date Issued:** 08/23/2016
Check Amount: \$94.00
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

TAX ON THE WASHER DRYER

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000218785
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$94.00**

Pay ■ NINETY-FOUR DOLLARS AND ZERO CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$94.00

NON-NEGOTIABLE

C0000218785C B075906346B

818453C

Overflow Response

Notification Information

| | |
|----------------------|--|
| Date Received | 5/6/2016 1:00:00 PM |
| Date of Incident | 5/6/2016 1:00:00 PM |
| Name of Claimant | L.C.N.R.,LLC |
| Address | 2214 Superior Ave. |
| Location of Overflow | Basement had 3' of sewage in basement at one point before we jetted it open. |

Field Data Collected

| | |
|--|-----------------|
| Notified By | Clark Kleinhans |
| Age of Sewer | 2000 8" pipe |
| Pipe Size | |
| Main Material | PVC Pipe |
| Date of Last Inspection | 1/1/2016 |
| Sewer Service Area | 30 [232] |
| Type of Inspection | Visual |
| Previous Blockage Issues | Yes |
| Major Industries, Schools, Restaurants in Area | Yes |
| Rat Control | Yes |

Overflow Data

| | |
|-------------------------------------|---------------------|
| Has Overflow Reached Surface Waters | No |
| Overflow Comments | |
| Superintendent Notification | Yes |
| Notification Date/Time | 5/6/2016 2:30:00 PM |

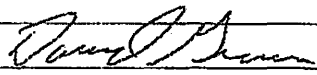
Actions Taken

| | |
|------------------|-----|
| Blockage in Main | Yes |
|------------------|-----|



| | |
|----------------------------------|--|
| Main Jetted | Yes |
| Blockage in Lateral | No |
| Cause of Blockage | Found a lot of paper build up, paint build up, concrete piece, wipes, grease, and small stones in main. |
| Date/Time Jetting Completed | 5/6/2016 2:30:00 PM |
| Plumber on Site | Yes |
| List Plumber/Company | Glen from Glen's drain service. Glen said water was rising and it would not go down. He thought he was out about 150' from basement clean out. The water was up to about 3'deep. He called me and I called the guys in the sewer jet. |
| Comments by City Personnel | They arrived at the address and looked at the main. It was about 2' from the top of manhole. They jetted the main and broke through blockage. The water in the basement started to go down. It also was going down in the main. We checked main four times looking to see when it was all the way down and looking for what might have caused the backup in main. I gave owner a booklet and told him he could put in a claim. |
| Overflow Photos | |
| Comments by Claimant | He was shocked at the speed at which it took the guys to get there and start jetting. |
| Weather | |
| Was Weather a Factor in Overflow | No |
| Total Precipitation | |
| Form Completion | |
| Fieldwork Completed By | Jim McKenzie |
| Work Completion Date | 5/9/2016 |
| Form Completed By | Clark Kleinhans |
| Form Completion Date | 5/9/2016 |
| Work Reviewed By | Dave Groves |

Print

<https://app.mobile-mms.com/PrintSelection?orgId=46&formRecordl...>

| | |
|----------------------|--|
| Leadman Signature | Not Signed |
| Supervisor Signature | Not Signed  |

2214

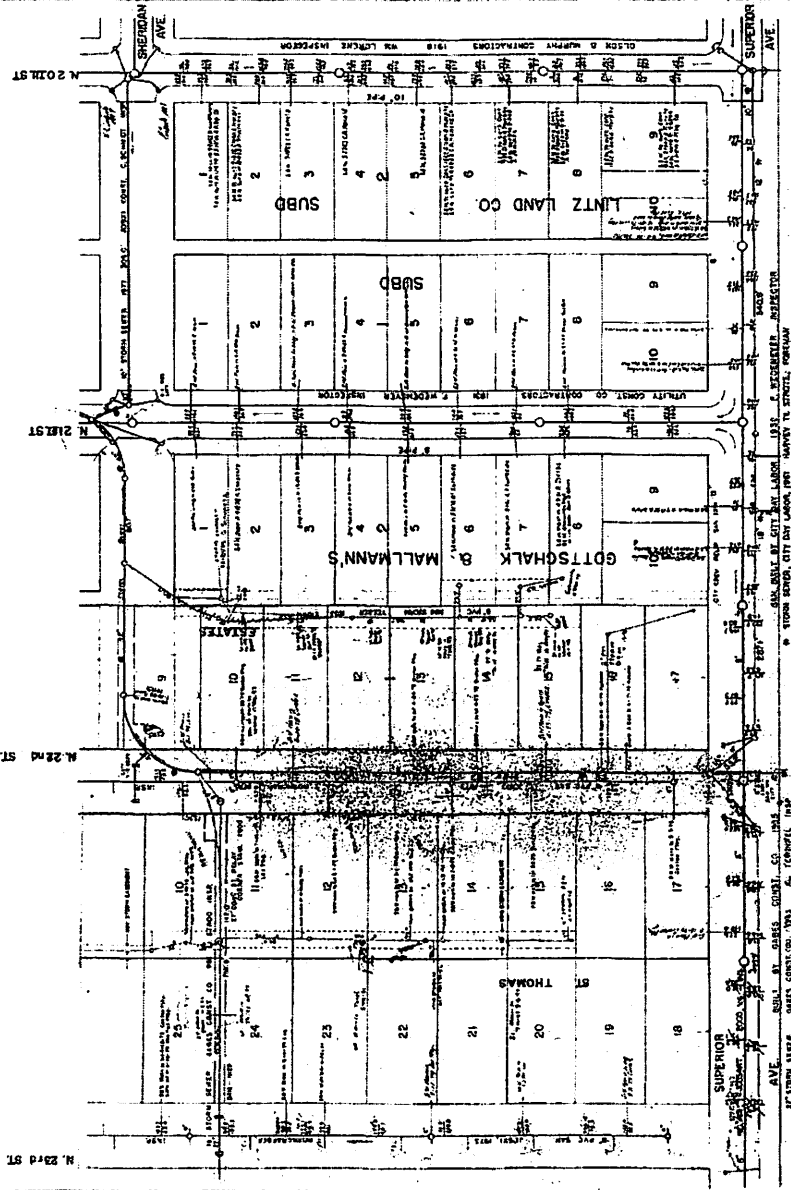


Google

Map data ©2016 Google

2214 SUPERIOR AVE 5-6-16 BW





STONOR RECORD BOOK # 1665 PAGE 10
CHAS. H. HENSON, REC'D.

ST. THOMAS REGR. CHAS. H. HENSON, REC'D.

ST. THOMAS REGR. CHAS. H. HENSON, REC'D.



Claim No.: 5639877
Check No.: 0000217682 **Date Issued:** 08/05/2016
Check Amount: \$5,281.50
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BUILDING

SIXAL \$ SCHWIN \$ 353.33
GLENS PLUMBING \$ 315.00
PROFESSIONAL SERVICES \$ 3,643.50
LCNR \$ 1638.00

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000217682
Date of Loss: 05/06/2016
Date Issued: 08/05/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUILDING

***\$5,281.50**

Pay ■ FIVE THOUSAND TWO HUNDRED EIGHTY-ONE DOLLARS AND FIFTY CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$5,281.50

NON-NEGOTIABLE

C0000217682C B075906346B

818453C

Estimate From **MENARDS®**

Estimate # 90584
Page 1 of 1

| |
|---|
| ESTIMATE FOR: |
| L.C.N.R. LLC W5041 County Road F Waldo, WI 53093-1614 |
| PH: (920) 565-3334 |
| PROJECT DESCRIPTION: Superior |

STORE # 3247 SHEB
4825 Vanguard Drive
Sheboygan, WI 53083

PHONE: (920) 565-3334
FAX: (920) 565-2596

| | |
|---------------------------|----------|
| ESTIMATE BY ESTIMATE DATE | |
| SHARON S. | 06/03/16 |

| SKU NUMBER | DESCRIPTION | QTY TO ORDER | ADDITIONAL ITEM INFORMATION |
|------------|---|--------------|---|
| 451-4377 | WASHER 2.9CF COIN OP WHIT CAS2743BQ FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES | 1 EACH | ** Special Order ** ON SALE THRU 06/06/16 |
| 451-4387 | DRYER ELECT COIN OP WHIT CEM2743BQ FOR WHIRLPOOL, MAYTAG, AMANA WARRANTY ISSUES / CONCERNS OR CLAIMS CALL 800-253-1301 OR ONLINE AT WWW.WHIRLPOOL.COM SAVE YOUR RECEIPT FOR WARRANTY PURPOSES | 1 EACH | ** Special Order ** ON SALE THRU 06/08/16 |
| 679-4604 | 5' HE WASH MACHINE SUPPLY9WM5CP2HEP4 | 1 EACH | |
| 639-8936 | 4" X 8" ALUM DRYER VENT MFX48 | 1 EACH | |
| 539-9359 | 2" X 4" METAL CLAMP MC42W | 2 EACH | |
| 370-2525 | 4' 30A 3-WIRE DRYER CORD 09124 | 1 EACH | ON SALE THRU 06/04/16 |

*** If purchased today, you save \$173.79 ***

This is an estimate. It is given only for general price information. This is not an offer and there can be no legally binding contract between the parties based upon this estimate. The prices stated herein are subject to change depending upon the market conditions. The prices stated on this estimate are not firm for any time period unless specifically written otherwise on this form and are not inclusive of taxes, delivery, packaging or any other charges which may or may not need to be added when ultimately purchasing products from this estimate. The availability of materials is subject to inventory conditions. MENARDS IS NOT RESPONSIBLE FOR ANY LOSS INCURRED BY THE GUEST WHO RELIES ON PRICES SET FORTH HEREIN OR ON THE AVAILABILITY OF ANY OF THE MATERIALS STATED HEREIN. All information on this form, other than price, has been provided by guest and Menards is not responsible for any errors in the information on this estimate, including but not limited to quantity, dimension and quality. Please examine this estimate carefully. MENARDS MAKES NO REPRESENTATIONS, ORAL, WRITTEN OR OTHERWISE THAT THE MATERIALS LISTED ARE SUITABLE FOR ANY PURPOSE BEING CONSIDERED BY THE GUEST. BECAUSE OF WIDE VARIATIONS IN CODES, THERE ARE NO REPRESENTATIONS THAT THE MATERIALS LISTED HEREIN MEET YOUR CODE REQUIREMENTS.

| | |
|--------------------|----------|
| TODAY'S SUB-TOTAL: | 2,577.54 |
| REGULAR SUB-TOTAL: | 2,751.33 |

**GUEST COPY
PAGE 1 OF 1**



Claim No.: 5639877
Check No.: 0000218787 **Date Issued:** 08/23/2016
Check Amount: \$19.58
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

MISC FOR WATER HEATER INSTALL

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000218787
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$19.58**

Pay ■ NINETEEN DOLLARS AND FIFTY-EIGHT CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$19.58

NON-NEGOTIABLE

C0000218787C B075906346B

818453C



Claim No.: 5639877
Check No.: 0000217683 **Date Issued:** 08/05/2016
Check Amount: \$652.03
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

**L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093**

For: BUSINESS PROP

ELECTRIC RANGE

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



**Oostburg State Bank
Oostburg, Wisconsin**

Check No. 0000217683
Date of Loss: 05/06/2016
Date Issued: 08/05/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUSINESS PROP

***\$652.03**

Pay ■ SIX HUNDRED FIFTY-TWO DOLLARS AND THREE CENTS *****

To The Order Of L.C.N.R. LLC

**MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$652.03**

NON-NEGOTIABLE

C0000217683C B075906346B

818453C



Claim No.: 5639877
Check No.: 0000214822 **Date Issued:** 06/13/2016
Check Amount: \$1,077.54
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BUILDING

500 DEDUCTIBLE APPLIED
WASHER/ DRYER

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE
CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD
RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000214822
Date of Loss: 05/06/2016
Date Issued: 06/13/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BUILDING

***\$1,077.54**

Pay ■ ONE THOUSAND SEVENTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS *****

To The Order Of L.C.N.R. LLC

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$1,077.54

NON-NEGOTIABLE

C0000214822C B075906346B

818453C



Claim No.: 5639877
Check No.: 0000218786 **Date Issued:** 08/23/2016
Check Amount: \$1,557.18
Date of Loss: 05/06/2016
Policy No.: 32.012848.40
Insured: L.C.N.R. LLC
Tax ID No.:
Adjuster: YAN VUSIKER
Adjuster Ph.: (920) 395-0112

L.C.N.R. LLC
W5041 CTY HWY F
WALDO, WI 53093

For: BPP

40 GALLON WATER HEATER
2 50 GALLON WATER HEATER W PARTS
MISC PARTS FOR INSTALL

THIS CHECK MUST BE ENDORSED BY ALL PAYEES LISTED ON THE
CHECK. FAILURE TO HAVE ALL PAYEES ENDORSE THE CHECK COULD
RESULT IN THE CHECK BEING RETURNED FROM THE BANK.



Oostburg State Bank
Oostburg, Wisconsin

Check No. 0000218786
Date of Loss: 05/06/2016
Date Issued: 08/23/2016

Policy No.: 32.012848.40
Insured: L.C.N.R. LLC

Claim No.: 5639877
For: BPP

***\$1,557.18**

Pay ■ ONE THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND EIGHTEEN CENTS *****

To The L.C.N.R. LLC
Order
Of

MUST BE CASHED WITHIN 90 DAYS AFTER ISSUE
Void Over \$1,557.18

NON-NEGOTIABLE

C0000218786C B075906346B

818453C

II

Other Matters

9.6

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

Submitting various license applications for the period ending December 31, 2016, December 31, 2017, June 30, 2017 and June 30, 2018.

Law & Lic.

City Clerk

CHANGE OF AGENT

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

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|------------------|-------------------|
| 3226 | Club Michigan II | 908 Michigan Ave. |

MASSAGE ESTABLISHMENT LICENSE (December 31, 2017)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------|-----------------------------|
| 1685 | Bonelli, Robyn | 1812 Superior Ave. |
| 2727 | Bonjour Massage | 1327 N. 8 th St. |
| 2804 | Reflections Spa | |

BEVERAGE OPERATOR'S LICENSE (June 30, 2018)

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|-----------------------|--------------------------------------|
| 1552 | Alvarez, Fernando A. | 1405 N. 6 th St. |
| 6398 | Beringer, Michael RA | 4607 Mueller Rd. |
| 1241 | Bowe, Keith L. | 9723 Glenflora Rd., Kiel |
| 1561 | Cortez, Amber E. | 1511 Ashland Ave. |
| 9450 | Dohse, Kelly A. | 1519 S. 21 st St. |
| 9868 | Eisold, Derric D. | 1602 N. 28 th St. |
| 1230 | Fritsch, Laura J. | 611 Bell Ave. |
| 1559 | Gabrishg, Patricia M. | 903 Paige Ct. |
| 1053 | Gahagan, Dacoda C. | 1607 S. 26 th St. |
| 1281 | Henry, Jacob L. | 2220 N. 36 th St. |
| 1107 | Key, Matthew L. | 3962 Greenwood Ct. |
| 0525 | Kratz, Robert D. | 1702 Cedar Grove Dr., #2A, Manitowoc |

| | |
|--------------------------|------------------------------|
| 1551 Molitor, Justin J. | 2001 N. 13 th St. |
| 1789 Nielson, Lori M. | 1833 N. 24 th St. |
| 1555 Palmer, Darrick V. | 1641 N. 11 th St. |
| 1162 Reinemann, Kelly J. | 3002 S. 20 th St. |
| 9421 Rowe, Cole M. | 1643A N. 3 rd St. |
| 1297 Schmidt, Miranda R. | 205 Rangeline Rd., #1 |
| 1061 Seymour, Paul E. | 634 Fairview Dr., Plymouth |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------|-----------------------------|
| 1011 | Cevaal, Jacob Adam | 2101 N. 9 th St. |

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

| <u>No.</u> | <u>Name</u> | <u>Address</u> |
|------------|--------------------------|---------------------------------|
| 6884 | Adomavich, David H. | 1107 Erie Ave. |
| 1252 | Beyer, Daniel Peter | 1735 N. 25 th St. |
| 1133 | Butler, Eva M. | 1921 Garfield Ave. |
| 0093 | Butler Jr., James D. | 1630 S. 8 th St., #A |
| 9714 | Gering, Kevin W. | 2406 Main Ave. |
| 5170 | Gilbertson, Stephen J. | 1216 N. 29 th St. |
| 8112 | Gohr, Trevor M. | 4213 Autumn Ct. |
| 4978 | Hunt, Denise L. | 2213 N. 20 th St. |
| 0690 | Kohlmann Jr., Francis W. | 6 Tacoma Trl. |
| 0256 | Krueger, Mark A. | 13 S. Hiawatha Circle |
| 0836 | Rivera, Amalio Calderon | 1428 S. 8 th St. |
| 6948 | Schneider, Gordon J. | 2223 S. 7 th St. |
| 1149 | Stewart, Harvey L. | 1416 Illinois Ave. |