

**\*\*\*ATTACHMENTS\*\*\***

## **THIRD REGULAR COMMON COUNCIL MEETING AGENDA (Monday, May 2, 2016)**

Generated by Susan Richards on Tuesday, May 3, 2016

### **Members present**

Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider - 15.

### **Members excused**

Mike Damrow - 1.

Meeting called to order at 6:00 p.m.

## **1. OPENING OF MEETING**

### **1.1 PLEDGE OF ALLEGIANCE**

1.2 ROLL CALL - 16 present

### **1.3 APPROVAL OF MINUTES**

#### **MOTION TO APPROVE MINUTES**

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

### **1.4 MAYOR'S APPOINTMENTS**

Ald. Trester to Historic Preservation/Housing Rehabilitation Loan Commission

Joe Clark and Ryan Burg to Near North Neighborhood Association

Ald. Donohue, Ald. Heidemann, Ald. Draughon, Mayor Vandersteen, City Administrator, City Attorney and City Clerk to Committee Structure Subcommittee

Ald. Trester to County Emergency Medical Services Council.

Lies Over to next Council meeting.

1.5 PUBLIC FORUM - No one spoke at the Public Forum

1.6 MAYOR'S ANNOUNCEMENTS - The Mayor presented Susan Richards/City Clerk with a Proclamation honoring Municipal Clerk's Week.

## 2. HEARINGS

**2.1 Hearing No. 1-16-17** to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located at 1524/1526 Saemann Ave. from Neighborhood Preservation to Employment Classification.

**2.2 Hearing No. 2-16-17** to amend the City's Zoning Map to change the Use District Classification of property located at 1524/1526 Saemann Ave. from Class UC Urban Commercial to Class UI Urban Industrial Classification.

**2.3 Hearing No. 3-16-17** to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of properties at 1413 Erie Ave. and 1416 Ontario Ave.

**2.4 Hearing No. 4-16-17** to amend the City's Zoning Map to change the Use District Classification of property located at 1413 Erie Ave. and 1416 Ontario Ave. from Class NR Neighborhood Residential to UC Urban Commercial Classification.

Chad Pelishek explained where the different zoning changes were and what they were for and on motion by Ald. Donohue and second by Ald. Wolf, the above 4 hearings were declared closed, all Alderpersons voting Aye.

## 3. CONSENT AGENDA

**3.1 MOTION TO ACCEPT AND FILE ALL RO'S, ACCEPT AND ADOPT ALL RC'S AND PASS ALL RESOLUTIONS AND ORDINANCES.**

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.2 R. O. No. 1-16-17** by the City Clerk granting various licenses. **ACCEPT AND FILE**

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.3 R. O. No. 2-16-17** by the Bd. of Water Commissioners requesting approval of a Utility easement for installation and maintenance of a 20" water main from Tower Drive to Weeden Creek Road through City lands. ACCEPT AND FILE

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.4 R. O. No. 3-16-17** by Bd. of Water Commissioners submitting the 1st quarter Water Utility report for 2016. ACCEPT AND FILE

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.5 R. O. No. 4-16-17** by the Bd. of Water Commissioners submitting the 2015 Annual Financial Statements including Independent Auditor's Report, on the Sheboygan Water Utility, and the 2015 Annual Report to the Public Service Commission (PSC) of Wisconsin. ACCEPT AND FILE

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill

Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

3.6 R. O. No. 5-16-17 by the City Clerk submitting a Certified Survey Map (surveyed for the City of Sheboygan) for N. 8th St. The owner is dedicating and the City is accepting land for public street purposes. ACCEPT AND FILE

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

3.7 R. C. No. 5-16-17 by Law and Licensing to whom was referred R. O. No. 341-15-16 by the City Clerk submitting various license applications; recommends that the licenses be granted (Kwik Trip). ACCEPT AND ADOPT

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

3.8 R. C. No. 6-16-17 by Law and Licensing to whom was referred R. C. No. 374-15-16 by Law and Licensing and R. O. No. 324-15-16 by the City Clerk submitting a communication from Angler's Avenue Pub & Grill to propose an expansion of operations on a seasonal basis; recommends that the document be filed as they are handling this in a different way. ACCEPT AND ADOPT

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.9 R. C. No. 7-16-17** by Law and Licensing to whom was referred R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk submitting various license applications; recommends granting various licenses (Board & Brush). **ACCEPT AND ADOPT**

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.10 R. C. No. 8-16-17** by Law and Licensing to whom was referred R. C. No. 376-15-16 by Law and Licensing and R. O. No. 323-15-16 by the City Clerk submitting various license applications; recommends that the following license be granted with a caveat (Sheboygan Liquor Depot). **ACCEPT AND ADOPT**

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

**3.11 R. C. No. 1-16-17** by Public Protection and Safety to whom was referred R. O. No. 342-15-16 by the Chief of Police submitting his quarterly report showing activities of the department for the period commencing 1/1/16 and ending 3/31/16; recommends that the documents be accepted and placed on file. **ACCEPT AND ADOPT**

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

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Scott Lewandoske, Andrew G Schneider, Tammy Rabe

## 4. REPORTS OF OFFICERS

4.1 R. O. No. 6-16-17 by the City Plan Commission to whom was referred Gen. Ord. No. 53-15-16 by Ald. Kath & Thiel amending the City's Comprehensive Plan Future Land Use Maps to change the Land Use Classification of properties at 1413 Erie Ave. and 1416 Ontario Ave. from Neighborhood Preservation to Community Mixed Use; recommends that the Ordinance be passed. ACCEPT AND FILE AND PASS ORDINANCE

### MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by John Belanger, second by Bill Thiel.

Final Resolution: Motion Passes

Aye: Roman Draughon, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

Abstain: John Belanger

4.2 R. O. No. 7-16-17 by the City Plan Commission to whom was referred Gen. Ord. No. 52-15-16 by Ald. Kath & Thiel and R. O. No. 321-15-16 by the City Clerk amending the City's Zoning Map to change the Use District Classification of property at 1413 Erie Ave. and 1416 Ontario Ave. from Class NR Neighborhood Residential to Class UC Urban Commercial Classification; recommends that the Ordinance be passed. ACCEPT AND FILE AND PASS ORDINANCE

### MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by John Belanger, second by Bill Thiel.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

4.3 R. O. No. 8-16-17 by the City Plan Commission to whom was referred Gen. Ord. No. 50-15-16 by Ald. Kath & Thiel amending the City's Comprehensive Plan Future Land Use Maps to change the Land Use Classification of property at 1524/1536 Saemann Ave. from Neighborhood Preservation to Employment Classification; recommends that the Ordinance be passed. ACCEPT AND FILE AND PASS ORDINANCE

### MOTION TO ACCEPT AND FILE AND PASS ORDINANCE

Motion by John Belanger, second by Bill Thiel.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

**4.4 R. O. No. 9-16-17** by City Plan Commission to whom was referred Gen. Ord. No. 51-15-16 by Ald. Kath & Thiel and R. O. No. 320-15-16 by the City Clerk amending the City's Zoning Map to change the Use District Classification of property at 1524/1536 Saemann Ave. from Class UC Urban Commercial to Class UI Urban Industrial Classification; recommends that the Ordinance be passed. **ACCEPT AND FILE AND PASS ORDINANCE**

**MOTION TO ACCEPT AND FILE AND PASS ORDINANCE**

Motion by John Belanger, second by Bill Thiel.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

**4.5 R. O. No. 10-16-17** by the City Clerk submitting a Summons and Complaint in the matter of Ditech Financial LLC f/k/a Green Tree Servicing LLC v Homero Garza et al. **FINANCE**

**4.6 R. O. No. 11-16-17** by the City Clerk submitting a Summons and Complaint (Small Claims) in the matter of Andrew J. Angermeier v City of Sheboygan. **FINANCE**

**4.7 R. O. No. 12-16-17** by the City Clerk submitting a Summons and Complaint in the matter of Wells Fargo Bank, N.A. v Emily Soto et al. **FINANCE**

**4.8 R. O. No. 13-16-17** by the City Clerk submitting a Notice of Injury & Circumstances of Claim to the City of Sheboygan, Sheboygan Area School District and Randie Barrows. **FINANCE**

**4.9 R. O. No. 14-16-17** by the City Clerk submitting a communication from Ald. Bohren forwarding an email from Atty. Adams regarding a letter sent to Intermedix. **FINANCE**

**4.10 R. O. No. 15-16-17** by the City Attorney submitting a Vacant Land Offer to Purchase dated April 15, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE. **FINANCE**

**4.11 R. O. No. 16-16-17** by the City Clerk submitting a communication from Special Operations Detective Agency stating concerns regarding the parking situations which are occurring in front of his office at 1517 S. 12th St. **PUBLIC PROTECTION AND SAFETY**

**4.12 R. O. No. 17-16-17** by the City Clerk submitting a communication from the State of WI Dept. of Corrections on behalf of Benjamin Baumann requesting a waiver from the Sex Offender Residency restrictions in order to be placed at 1123/1125 N. 14th St. or 930A

Michigan Ave., based on availability. PUBLIC PROTECTION AND SAFETY

4.13 R. O. No. 18-16-17 by the City Clerk submitting a communication from Travis Gandy requesting a waiver to the Sex Offender Residency restrictions in order to live at 1805 Geele Ave. PUBLIC PROTECTION AND SAFETY

4.14 R. O. No. 19-16-17 by the City Clerk submitting a communication from Alan Willis Call requesting a waiver from the Sex Offender Residency restrictions in order to live at 2605A S. 8th St. PUBLIC PROTECTION AND SAFETY

4.15 R. O. No. 20-16-17 by the Purchasing Agent submitting bids for the 2016 Concrete Sidewalk Replacement Program. PUBLIC WORKS

4.16 R. O. No. 21-16-17 by the Purchasing Agent submitting bids for the 2016 Sewer Lining and manhole re-sealing project. PUBLIC WORKS

## 5. RESOLUTIONS

5.1 Res. No. 2-16-17 by Ald. Wolf authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage. FINANCE

5.2 Res. No. 3-16-17 by Ald. Wolf to authorize a transfer of appropriations in the 2016 Budget (establish appropriation for 2016 Sidewalk and Mini Storm Sewer Projects). FINANCE

5.3 Res. No. 4-16-17 by Ald. Thiel amending Res. No. 76-15-16, which established an Emergency Planning and Preparedness Committee, so as to modify the membership of that committee. PUBLIC PROTECTION AND SAFETY

5.4 Res. No. 5-16-17 by Ald. Belanger doing an amended PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program. PUBLIC WORKS

5.5 Res. No. 6-16-17 by Ald. Belanger authorizing entering into a contract for the 2016 Concrete Sidewalk Replacement Program. PUBLIC WORKS

5.6 Res. No. 7-16-17 by Ald. Belanger authorizing executing an agreement between the

City and Milk Specialties Company regarding the delivery of whey processing waste product to the Waste Water Treatment Plant. PUBLIC WORKS

5.7 Res. No. 8-16-17 by Ald. Belanger authorizing the Purchasing Agent to enter into a contract for the 2016 Sewer Lining and Manhole Sealing project. PUBLIC WORKS

## 6. REPORTS OF COMMITTEES

6.1 R. C. No. 4-16-17 by Law and Licensing to whom was referred R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk submitting various license applications; recommends that Beverage Operator's License application #1058 be denied based upon her failure to accurately reveal all relevant convictions on her application, her record of violations related to the licensed activity, her record as a repeat law violator, and her failure to cooperate with the Committee. ACCEPT AND ADOPT

### MOTION TO ACCEPT AND ADOPT

Motion by Susan Lessard, second by Roman Draughon.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

Nay: Job Hou-Seye

6.2 R. C. No. 3-16-17 by Law and Licensing to whom was referred R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk submitting various license applications; recommends that Taxicab Driver's License #0465 be denied based upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee. ACCEPT AND ADOPT

### MOTION TO ACCEPT AND ADOPT

Motion by Susan Lessard, second by Roman Draughon.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

6.3 R. C. No. 2-16-17 by Law and Licensing to whom was referred R. C. No. 375-15-16 by Law and Licensing and R. O. No. 311-15-16 by the City Clerk submitting various license applications; recommends that Taxicab Driver License application #1032 be denied based

upon his failure to accurately reveal all relevant convictions on his application, his record of violations related to the licensed activity, his record as a repeat law violator, and his failure to cooperate with the Committee. ACCEPT AND ADOPT

**MOTION TO ACCEPT AND ADOPT**

Motion by Susan Lessard, second by Roman Draughon.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

6.4 R. C. No. 9-16-17 by Public Protection and Safety to whom was referred Gen. Ord. No. 57-15-16 by Ald. Thiel removing the stop signs at the northwest and southeast corners of Wisconsin Ave. and N. 7th St.; recommends that the Ordinance be re-referred to Public Protection and Safety. PUBLIC PROTECTION AND SAFETY

## **7. ORDINANCES**

7.1 Gen. Ord. No. 1-16-17 by Ald. Lessard, Draughon, Hermann, Hou-Seye and Trester amending sections of the Municipal Code so as to add additional exceptions to the restriction banning Class "B" licenses from being issued to premises where business other than the sale of fermented malt beverages is conducted. SUSPEND AND PASS ORDINANCE

**MOTION TO SUSPEND AND PASS ORDINANCE**

Motion by Susan Lessard, second by John Belanger.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

7.2 Gen. Ord. No. 2-16-17 by Ald. Belanger repealing and recreating Section 122-3 of the Municipal Code, relating to the occupancy of public rights-of-way by utilities. PUBLIC WORKS

## **8. OTHER MATTERS RECEIVED AFTER THE AGENDA WAS PUBLISHED**

8.1 R. O. No. 22-16-17 by the City Clerk submitting various license applications for the period ending 12/31/16 and 6/30/17. LAW AND LICENSING

## **9. CLOSED SESSION**

9.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption contained in Sec. 19.85(1)(e) Wis. Stats. where competitive or bargaining reasons require a closed session for the purpose of deliberating regarding long-term strategy regarding city-owned property known as the Armory.

**MOTION TO GO INTO CLOSED SESSION**

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider

**10. ADJOURN MEETING**

10.1 Adjourn

Motion by Mary Lynne Donohue, second by Todd Wolf.

Final Resolution: Motion Passes

Aye: Roman Draughon, John Belanger, Susan Lessard, Todd Wolf, Rosemarie Trester, Mary Lynne Donohue, Mark Hermann, Joseph Heidemann, Job Hou-Seye, Bryan Bitters, Bill Thiel, Jim Bohren, Tammy Rabe, Scott Lewandoske, Andrew G Schneider



May 16, 2016

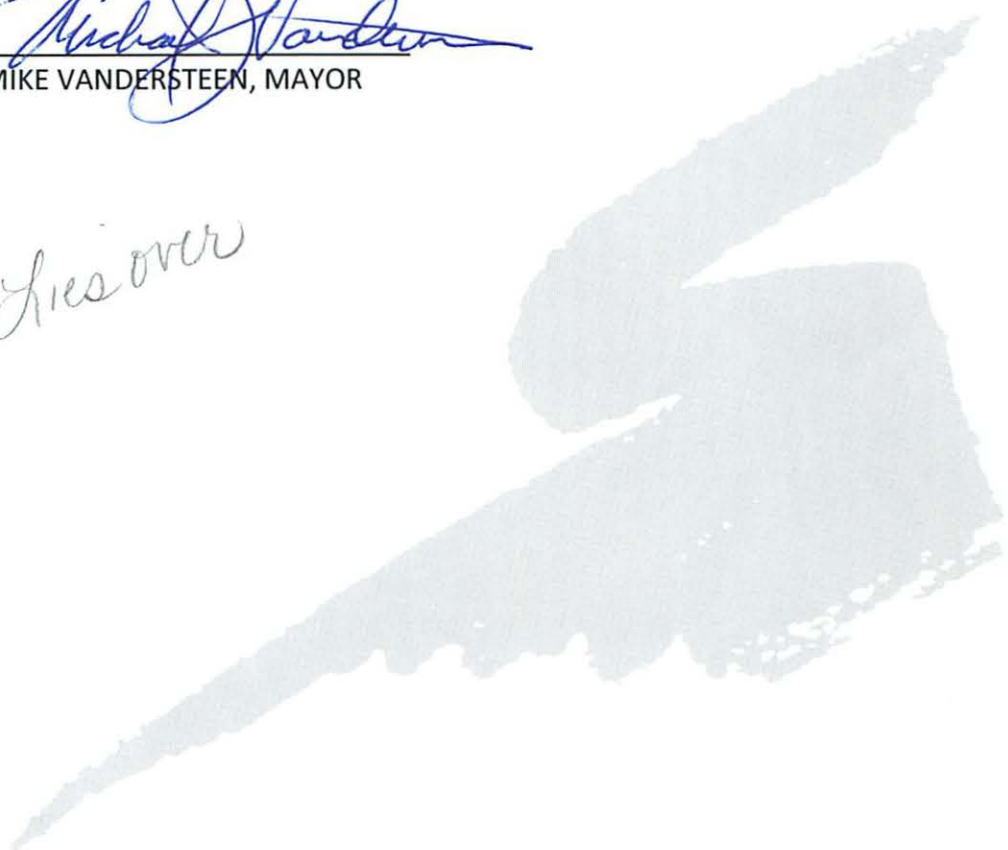
HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Mark Boehlke to serve as the Sheboygan Area School Board representative on the Sustainable Sheboygan Task Force Committee, term to expire on April 23, 2017.

  
MIKE VANDERSTEEN, MAYOR

*Res over*



OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

## Rajer, Mary

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**From:** Rajer, Mary  
**Sent:** Wednesday, May 04, 2016 9:23 AM  
**To:** 'Jenny Heus'  
**Subject:** RE: Sustainable Sheboygan Task Force

No, that's fine if he is willing to serve on both the Joint Review Board and the Sustainable Sheboygan Task Force. The SSTF usually meets at noon on the 4<sup>th</sup> Thursday bi-monthly. I will submit his name for the committee for a one-year term. Thank you.

*Mary Rajer*  
City of Sheboygan  
Office of the Mayor  
828 Center Avenue, Suite 301  
Sheboygan, WI 53081  
Phone: 920.459.3317  
Fax: 920.459.0256  
[Mary.Rajer@sheboyganwi.gov](mailto:Mary.Rajer@sheboyganwi.gov)

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**From:** Jenny Heus [<mailto:jheus@sheboygan.k12.wi.us>]  
**Sent:** Wednesday, May 04, 2016 9:10 AM  
**To:** Rajer, Mary  
**Subject:** Sustainable Sheboygan Task Force

Mary, the board did not select a school board member for representation on the Sustainable Sheboygan Task Force Committee. Is it okay that Mark Boehlke is the representative for the district or do the committee bylaws require something different? Please advise.

Jennifer Heus, Executive Assistant to Superintendent  
Sheboygan Area School District  
830 Virginia Avenue  
Sheboygan, WI 53081  
[jheus@sheboygan.k12.wi.us](mailto:jheus@sheboygan.k12.wi.us)  
920.459.3511 Work  
920.459.6487 Fax

**"Recognize the power of a team; no one succeeds alone."**

1.4



May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration for the Committee Structure Subcommittee established according to Resolution No. 165-15-16:

<u>NAME</u>	<u>APPOINTED</u>	<u>EXPIRES</u>
MARY LYNNE DONOHUE, S & G CHAIRMAN, CHAIRMAN	05/02/16	04/17/17
JOE HEIDEMANN, C.O.W. CHAIRMAN	05/02/16	04/17/17
ROMAN DRAUGHON (DIST. 2)	05/02/16	04/17/17
MICHAEL VANDERSTEEN (MAYOR)	05/02/16	04/17/17
<u>NON-VOTING MEMBERS</u>		
DARRELL HOFLAND, CITY ADMINISTRATOR	05/02/16	04/30/17
CHARLES ADAMS, CITY ATTORNEY	05/02/16	04/30/17
SUSAN RICHARDS, CITY CLERK	05/02/16	04/30/17

Membership of the Committee Structure Subcommittee shall be comprised of the chair of the Salaries and Grievances Committee (who shall serve as subcommittee chair), the chair of the Committee of the Whole, the senior alderperson from Aldermanic District Two, and the Mayor. Additionally, the City Administrator, City Attorney, and City Clerk shall serve in a non-voting capacity.

  
 MICHAEL J. VANDERSTEEN, MAYOR




1.4

May 2, 2016

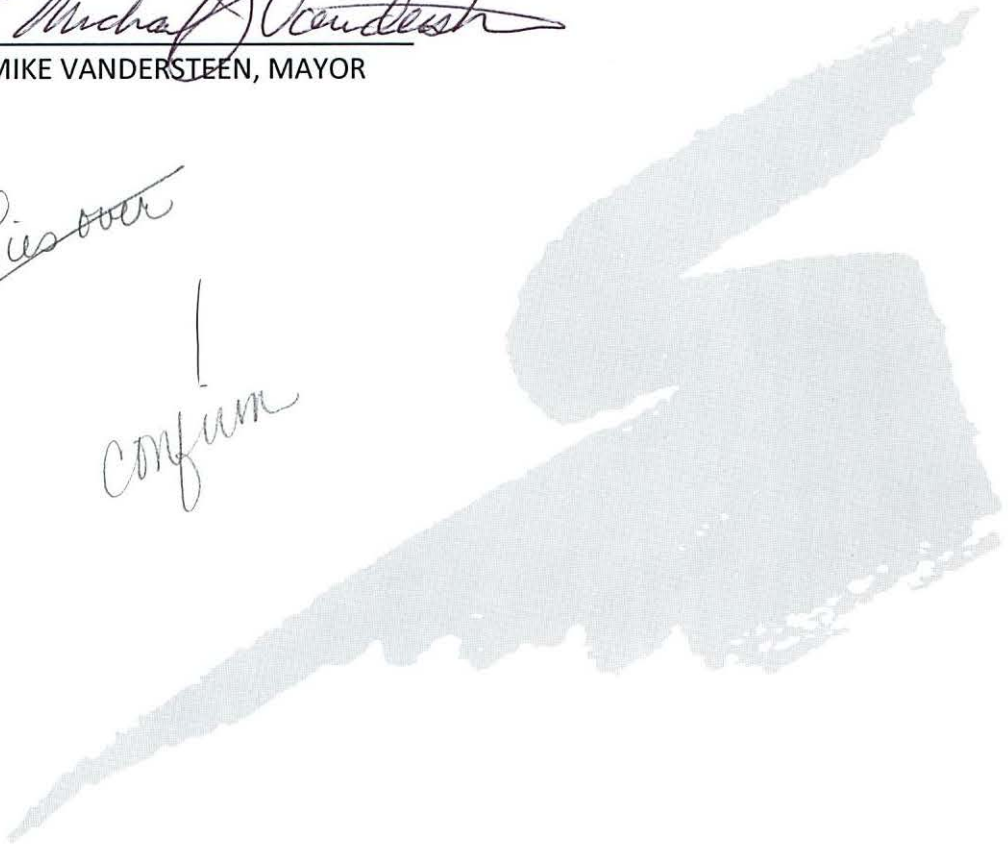
HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your confirmation:

Ald. Rosemarie Trester to be considered for appointment to the County Emergency Medical Services Council for the term May 2016 to May 2018.

  
MIKE VANDERSTEEN, MAYOR

*Lies over*  
*confirm*



OFFICE OF MAYOR  
CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
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1.4

May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

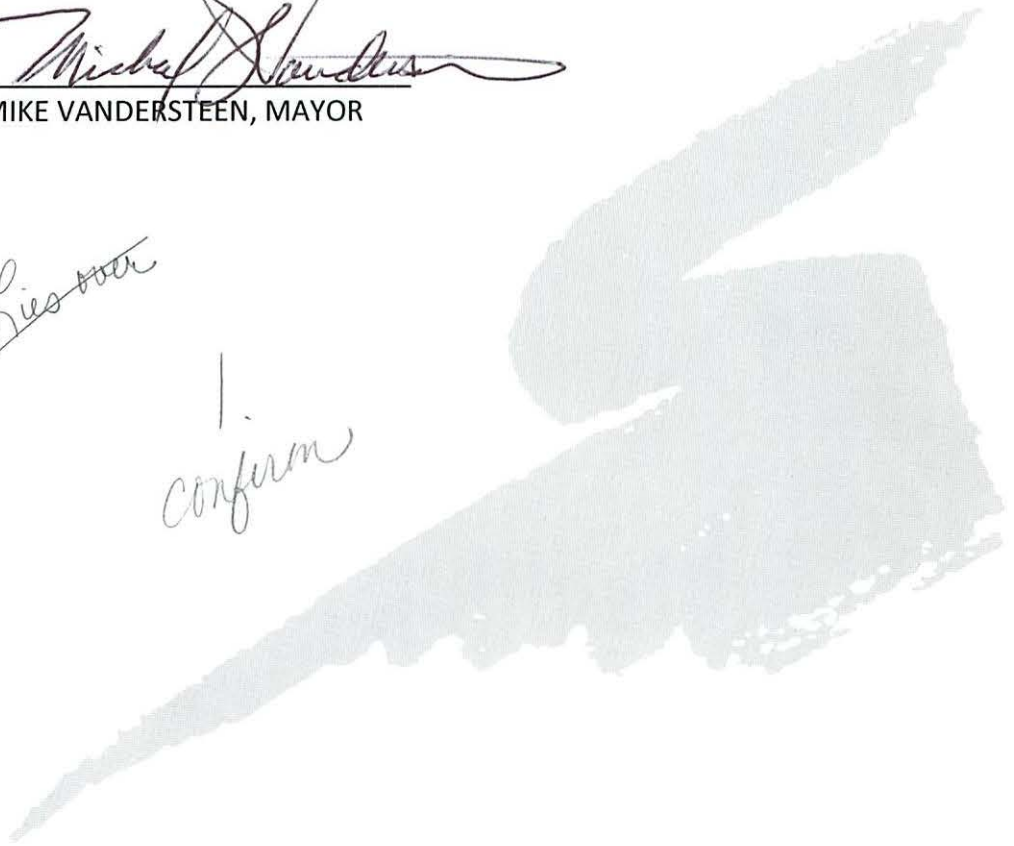
I hereby submit the following appointment for your confirmation:

Ald. Rosemarie Trester to be considered for appointment to the Historic Preservation/Housing Rehabilitation Loan Commission, term to expire on April 27, 2017.

  
MIKE VANDERSTEEN, MAYOR

*Lies over*

*I confirm*



OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256



1.4

May 2, 2016

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your confirmation:

**MAYOR'S NEIGHBORHOOD LEADERSHIP CABINET**

**Near North Neighborhood Association:**

**Term Expires**

Joe Clark – Primary Representative

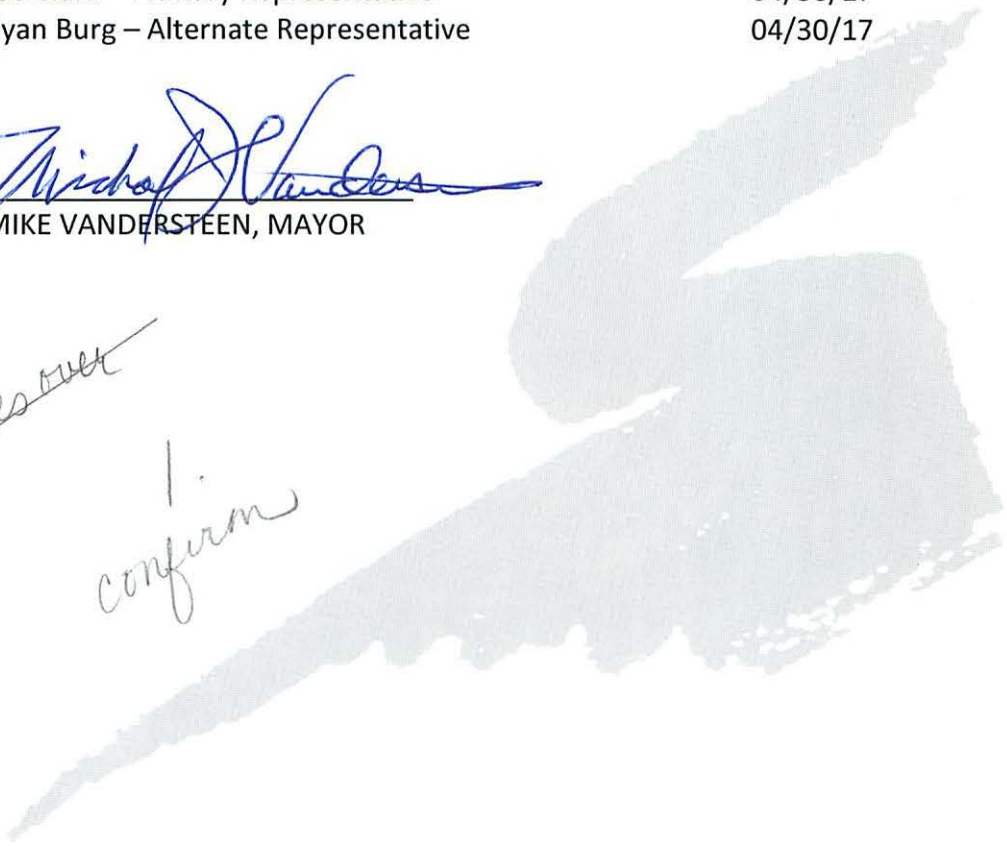
04/30/17

Ryan Burg – Alternate Representative

04/30/17

  
MIKE VANDERSTEEN, MAYOR

*Lies over*  
*1.*  
*confirm*



OFFICE OF MAYOR

CITY HALL  
828 CENTER AVE., SUITE 301  
SHEBOYGAN, WI  
53081-4495

920/459-3317  
FAX 920/459-0256

II

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

Submitting various license applications.

\_\_\_\_\_  
City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
	3200 East Central Fly Guy	N1883 Dewitt Rd., Oostburg

TEMPORARY "B" BEER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
	1382 St. Spyridon Greek Church	1425 S. 10 <sup>th</sup> St. - three-day event to be Held 6/24/16 to 6/26/16 to include all of The Deland Park.

*Consent*



**Sheboygan County**  
**Planning & Conservation Department**

Administration Building      508 New York Avenue      Sheboygan, WI 53081-4126  
P: (920) 459-3060      P: (920) 459-1370      F: (920) 459-1371  
E: [plancon@sheboygancounty.com](mailto:plancon@sheboygancounty.com)

Director  
Aaron C. Brault

**Memorandum of Agreement**  
**Storm Sewer Construction and Connection to Sheboygan County MS4**

This Memorandum of Agreement is between Sheboygan County Planning and Conservation Department (Department) as contractor, and the City of Sheboygan and Town of Wilson as contractees. It is being filed as a condition for the Sheboygan County Transportation Department to issue a permit for a project to construct storm sewer in the City of Sheboygan and Town of Wilson, which will connect to Sheboygan County's Municipal Separate Storm Sewer System (MS4). The party ultimately deemed responsible by the Wisconsin Department of Natural Resources for exceeding sediment or pollution loading standards shall be responsible to bear the costs of mitigating such a violation.

1. The contractees agree that sediment and discharge performance standards as outlined in Wisconsin Stat. NR216 and NR151 are not applicable for storm sewer installation within the right-of-way of Woodview Avenue, Ridgewood Lane, and S 13<sup>th</sup> Street in the City of Sheboygan and Town of Wilson.
2. The contractees acknowledge that stormwater from the City of Sheboygan and Town of Wilson will enter Sheboygan County's Municipal Separate Storm Sewer System (MS4) and that Sheboygan County will not be held responsible for any pollutant load or sediment load upstream of the proposed storm sewer outfall. This outfall is the existing curb inlet located in South 12<sup>th</sup> Street.
3. The contractees acknowledge that Sheboygan County is an MS4 permittee and as such must comply with the requirements established in NR216.
4. The contractees hereby indemnify Sheboygan County of any costs incurred due to the Wisconsin Department of Natural Resources, or other relevant regulatory State agencies, identifying the proposed storm sewer infrastructure outfall not meeting applicable sediment and discharge performance standards for stormwater that enters waters of the State.
5. This Memorandum of Agreement can be modified at any time by signature of all parties. However, the indemnity obligations of the contractees are limited to the extent of their respective sediment or pollution discharges.
6. The maintenance agreement executed between the City of Sheboygan and Town of Wilson as a condition of this storm sewer installation will be recorded with the Sheboygan County Register of Deeds prior to initiation of any construction activities. A copy of the recorded maintenance agreement will become a part of the record associated with this Memorandum of Agreement.

For the Town of Wilson \_\_\_\_\_  
Signature

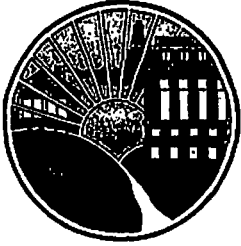
Printed name \_\_\_\_\_ Date \_\_\_\_\_

For the City of Sheboygan \_\_\_\_\_  
Signature

Printed name \_\_\_\_\_ Date \_\_\_\_\_

For Sheboygan County \_\_\_\_\_  
Signature

Printed name \_\_\_\_\_ Date \_\_\_\_\_



# Sheboygan County Planning & Conservation Department

Administration Building

508 New York Avenue

Sheboygan, WI 53081-4126

P: (920) 459-3060

P: (920) 459-1370

F: (920) 459-1371

E: [plancon@sheboygancounty.com](mailto:plancon@sheboygancounty.com)

Director

Aaron C. Brault

## Memorandum of Agreement


### Storm Sewer Construction and Connection to Sheboygan County MS4

This Memorandum of Agreement is between Sheboygan County Planning and Conservation Department (Department) as contractor, and the City of Sheboygan and Town of Wilson as contractees. It is being filed as a condition for the Sheboygan County Transportation Department to issue a permit for a project to construct storm sewer in the City of Sheboygan and Town of Wilson, which will connect to Sheboygan County's Municipal Separate Storm Sewer System (MS4). The party ultimately deemed responsible by the Wisconsin Department of Natural Resources for exceeding sediment or pollution loading standards shall be responsible to bear the costs of mitigating such a violation.


1. The contractees agree that sediment and discharge performance standards as outlined in Wisconsin Stat. NR216 and NR151 are not applicable for storm sewer installation within the right-of-way of Woodview Avenue, Ridgewood Lane, and S 13<sup>th</sup> Street in the City of Sheboygan and Town of Wilson.
2. The contractees acknowledge that stormwater from the City of Sheboygan and Town of Wilson will enter Sheboygan County's Municipal Separate Storm Sewer System (MS4) and that Sheboygan County will not be held responsible for any pollutant load or sediment load upstream of the proposed storm sewer outfall. This outfall is the existing curb inlet located in South 12<sup>th</sup> Street.
3. The contractees acknowledge that Sheboygan County is an MS4 permittee and as such must comply with the requirements established in NR216.
4. The contractees hereby indemnify Sheboygan County of any costs incurred due to the Wisconsin Department of Natural Resources, or other relevant regulatory State agencies, identifying the proposed storm sewer infrastructure outfall not meeting applicable sediment and discharge performance standards for stormwater that enters waters of the State.
5. This Memorandum of Agreement can be modified at any time by signature of all parties. However, the indemnity obligations of the contractees are limited to the extent of their respective sediment or pollution discharges.
6. The maintenance agreement executed between the City of Sheboygan and Town of Wilson as a condition of this storm sewer installation will be recorded with the Sheboygan County Register of Deeds prior to initiation of any construction activities. A copy of the recorded maintenance agreement will become a part of the record associated with this Memorandum of Agreement.

For the Town of Wilson   
Signature

Printed name John Ehrman Date 5-2-16

For the City of Sheboygan   
Signature

Printed name MICHAEL J. VANDERSTEEN Date 5-31-16

For Sheboygan County   
Signature

Printed name Cassa Schickel Date 6/9/2016

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Donohue. May 16, 2016.

A RESOLUTION authorizing the appropriate City officials to execute the Memorandum of Agreement between the City of Sheboygan, County of Sheboygan, and Town of Wilson regarding storm sewer construction and connection to Sheboygan County's Municipal Separate Storm Sewer System (MS4).

WHEREAS, Sheboygan County has a municipal separate storm sewer system (MS4) that serves various properties in the southern portion of the City of Sheboygan, as well as properties in the Town of Wilson; and

WHEREAS, that sewer system serves areas where convoluted boundary issues make it more efficient for the county to provide this service; and

WHEREAS, as the result of road construction in the vicinity of the MS4, new storm sewers are being installed in both the City of Sheboygan and Town of Wilson which will need to attach to the MS4, meaning that stormwater from the City of Sheboygan will enter the MS4; and

WHEREAS, sediment and discharge performance standards promulgated by the Wisconsin Department of Natural Resources do not apply to the storm sewer installations that will be connected to the MS4; and

WHEREAS, Sheboygan County holds a permit with the State of Wisconsin for the MS4, must comply with sediment and discharge regulations promulgated by the Wisconsin Department of Natural Resources, and must rely upon indemnification by the municipalities connecting to the MS4 in order to benefit from the non-applicability of said regulations to City and Town installations.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is hereby authorized to execute the Memorandum of Agreement in form substantially similar to the attached.

*Consent*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. May 16, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 341-15-16 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following license be granted:

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1126	Brunnbauer, Tyler C.	107 Redtail Dr. #16

*Consent*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By LAW AND LICENSING. May 16, 2016.

Your Committee to whom was referred, pursuant to R. O. No. 22-16-17 by the City Clerk, license applications for the period ending December 31, 2016 and June 30, 2017; recommends that the following license be granted:

CHANGE OF AGENT

Michael Christian is replacing Lori Woelfel as agent effective immediately for the Walgreens #12020 located at 2702 Calumet Dr.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3198	Skipper Inn	808 Broadway

CLASS "A" BEER LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2606	Citgo	610 S. 14 <sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3182	Blue Lite I, The	1029 N. 8 <sup>th</sup> St.
1040	Brennans on Michigan	1101 Michigan Ave.
3092	CJ's Shipwrecked	902 Indiana Ave.
3150	Craft 30	1015 S. 10 <sup>th</sup> St.
1516	Emmers	906 S. 15 <sup>th</sup> St.
2717	Shevegas Nightclub	1133 Michigan Ave.
2207	Silver Fern, The	2538 N. 15 <sup>th</sup> St.
3186	Suscha Bar	1054 Pennsylvania Ave.
2100	Whats Up	1635 Michigan Ave.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1987	Pizza Hut #13462	2727 S. Business Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1185	Edwardson, Gwen T.	1724 S. 12 <sup>th</sup> St.
1208	Goodell, Andrew D.	926 Mayflower Ave.
1195	Hanson, Sheila M.	1021 N. 6 <sup>th</sup> St., #1
1357	Horness, Sara E.	1236A St. Clair Ave.

*Consent*

IV

1189 Hoyt, Taija R.	319A Niagara Ave.
1207 Kovacs, Ethan E.	549 Lower Rd., Kohler
1190 Lousier, Mandie E.	701 Hoff St., Random Lake
1214 Reinemann, Michelle M.	1813A N. 2 <sup>nd</sup> St.
1197 Riphenburg, Christopher D.	4316 Melody Ln, Madison

TAXICAB DRIVER LICENSE (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1203	Korb-Grid, Krystal Theresa	2521 S. 8 <sup>th</sup> St.
1193	Rodriguez, Renee Dianne	919 N. 5 <sup>th</sup> St., #51

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VIII**

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

Your Committee to whom was referred Res. No. 4-16-17 by Ald. Thiel amending Res. No. 76-15-16, which established an Emergency Planning and Preparedness Committee, so as to modify the membership of that committee; 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

5.3

Res. No. 4 - 16 - 17. By Alderperson Thiel. May 2, 2016.

A RESOLUTION amending Res. No. 76-15-16, which established an Emergency Planning and Preparedness Committee, so as to modify the membership of that committee.

WHEREAS, the City Administrator would play an important role in case of an emergency; and

WHEREAS, the current City Administrator has undergone various levels of emergency planning and preparedness training.

NOW, THEREFORE, BE IT RESOLVED: That the committee shall be comprised as follows:

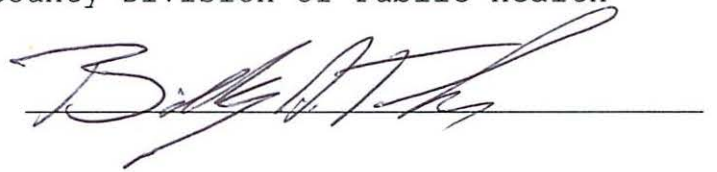
Voting Members:

- Mayor
- Deputy Fire Chief
- Police Captain of Administration
- City Administrator
- City Attorney
- Superintendent of Streets and Sanitation
- Director of Parking and Transit
- Director of Human Resources and Labor Relations
- Information Technology Director
- Wastewater Treatment Plant Superintendent
- Water Utility Superintendent

Non-Voting Members:

- Sheboygan County Emergency Government Director
- Health Officer for the Sheboygan County Division of Public Health

*PP&S.  
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

# VII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. May 16, 2016.

Your Committee to whom was referred R. O. No. 15-16-17 by the City Attorney submitting a Vacant Land Offer to Purchase dated April 15, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE and authorize staff to work with the parties for a remedy; recommends that the document be placed on file (denied).

7.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.10

R. O. No. 15 - 16 - 17. By CITY ATTORNEY. May 2, 2016.

Submitting a Vacant Land Offer to Purchase dated April 15, 2016 on behalf of Ray C. Ten Pas offering to purchase City-owned property along County Road EE.

*Invoice  
File*

---

City Attorney

11

**WB-13 VACANT LAND OFFER TO PURCHASE**

1 LICENSEE DRAFTING THIS OFFER ON April 15, 2016 [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, Ten Pas Land Holdings, LLC  
4 \_\_\_\_\_, offers to purchase the Property

5 known as [Street Address] vacant land along County Road EE (PIN: 59281-470622)  
6 in the City of Sheboygan \_\_\_\_\_, County of Sheboygan \_\_\_\_\_, Wisconsin (Insert  
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: One Thousand Two Hundred Four and 00/100 \_\_\_\_\_  
9 \_\_\_\_\_ Dollars (\$ 1,204.00 \_\_\_\_\_).

10 ■ EARNEST MONEY of \$ N/A \_\_\_\_\_ accompanies this Offer and earnest money of \$ N/A  
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 OTHER  
16 \_\_\_\_\_  
17 \_\_\_\_\_

18 ■ NOT INCLUDED IN PURCHASE PRICE: NONE OTHER  
19 \_\_\_\_\_

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

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

24 ■ ZONING: Seller represents that the Property is zoned: Suburban Industrial  
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 4:00pm, Tuesday, May 31, 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): City of Sheboygan Attorney Charles C. Adams  
41 Buyer's recipient for delivery (optional): Attorney Michael J. Bauer of Hopp Neumann Humke LLP

42  (2) **Fax**: fax transmission of the document or written notice to the following telephone number:  
43 Seller: ( 920 ) 459-3919 Buyer: ( 920 ) 457-8411

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: 828 Center Avenue, Suite 304, Sheboygan, WI 53081  
50 Delivery address for Buyer: W2312 Wilson Lima Road, Coosburg, WI 53070, with a copy to Attorney Michael J. Bauer, \*

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): Charles.Adams@sheboyganwi.gov  
56 E-Mail address for Buyer (optional): mike.bauer@hopplaw.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.

\* Hopp Neumann Humke LLP, 2124 Kohler Memorial Drive, Suite 310, Sheboygan, WI 53081



121 **FENCES:** Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares  
 122 where one or both of the properties is used and occupied for farming or grazing purposes.

123 **CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and**  
 124 **occupied for farming or grazing purposes.**

125 **USE VALUE ASSESSMENTS:** The use value assessment system values agricultural land based on the income that would be  
 126 generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a  
 127 non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more  
 128 information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization  
 129 Section or visit <http://www.revenue.wi.gov/>.

130 **FARMLAND PRESERVATION:** Rezoning a property zoned farmland preservation to another use or the early termination of a  
 131 farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to  
 132 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection  
 133 Division of Agricultural Resource Management or visit <http://www.datcp.state.wi.us/> for more information.

134 **CONSERVATION RESERVE PROGRAM (CRP):** The CRP encourages farmers, through contracts with the U.S. Department  
 135 of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective  
 136 cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of  
 137 establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more  
 138 information call the state Farm Service Agency office or visit <http://www.fsa.usda.gov/>.

139 **SHORELAND ZONING ORDINANCES:** All counties must adopt shoreland zoning ordinances that meet or are more  
 140 restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land  
 141 within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum  
 142 standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface  
 143 standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must  
 144 conform to any existing mitigation plans. For more information call the county zoning office or visit <http://www.dnr.state.wi.us/>.

145 Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.  
 146 **BUYER'S PRE-CLOSING WALK-THROUGH** Within 3 days prior to closing, at a reasonable time pre-approved by Seller or  
 147 Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change  
 148 in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects  
 149 Seller has agreed to cure have been repaired in the manner agreed to by the Parties.

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

#### 160 **DEFINITIONS**

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

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

- 165 a. Proposed, planned or commenced public improvements or public construction projects which may result in special  
 166 assessments or otherwise materially affect the Property or the present use of the Property.
- 167 b. Government agency or court order requiring repair, alteration or correction of any existing condition.
- 168 c. Land division or subdivision for which required state or local approvals were not obtained.
- 169 d. A portion of the Property in a floodplain, wetland or shoreland zoning area under local, state or federal regulations.
- 170 e. A portion of the Property being subject to, or in violation of, a farmland preservation agreement or in a certified farmland  
 171 preservation zoning district (see lines 130-133), or enrolled in, or in violation of, a Forest Crop, Managed Forest (see lines  
 172 111-120), Conservation Reserve (see lines 134-138), or comparable program.
- 173 f. Boundary or lot disputes, encroachments or encumbrances, a joint driveway or violation of fence laws (Wis. Stat. ch. 90)  
 174 (where one or both of the properties is used and occupied for farming or grazing).
- 175 g. Material violations of environmental rules or other rules or agreements regulating the use of the Property.
- 176 h. Conditions constituting a significant health risk or safety hazard for occupants of the Property.
- 177 i. Underground storage tanks presently or previously on the Property for storage of flammable or combustible liquids,  
 178 including, but not limited to, gasoline and heating oil.
- 179 j. A Defect or contamination caused by unsafe concentrations of, or unsafe conditions relating to, pesticides, herbicides,  
 180 fertilizer, radon, radium in water supplies, lead or arsenic in soil, or other potentially hazardous or toxic substances on the  
 181 premises.
- 182 k. Production of methamphetamine (meth) or other hazardous or toxic substances on the Property.
- 183 l. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 184 Property.
- 185 m. Defects in any well, including unsafe well water due to contaminants such as coliform, nitrates and atrazine, and out-of-  
 186 service wells and cisterns required to be abandoned (Wis. Admin. Code § NR 812.26) but that are not closed/abandoned  
 187 according to applicable regulations.

188 (Definitions Continued on page 5)

**IF LINE 190 IS NOT MARKED OR IS MARKED N/A, LINES 230-236 APPLY.**

189

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  
207 526-534 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.

308  **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: merging parcel with adjacent  
307 parcel owned by Buyer to provide adjacent parcel with ingress and egress to Weeden Creek Road. See paragraph 3 of Addendum A.

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 \_\_\_\_\_ Seller

347  **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) **STRIKE ONE** ("Buyer's" if  
348 neither is stricken) expense, a  rezoning;  conditional use permit;  license;  variance;  building permit;   
349 occupancy permit;  other \_\_\_\_\_ **CHECK ALL THAT APPLY**, and delivering  
350 written notice to Seller if the item cannot be obtained, all within 45 days of acceptance for the Property for its proposed  
351 use described at lines 306-308.

352  **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) **STRIKE ONE** ("Seller  
353 providing" if neither is stricken) a Map of the Property dated subsequent to the date of acceptance of this Offer prepared by a  
354 registered land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's) **STRIKE ONE** ("Seller's" if neither is stricken)  
355 expense. The map shall show minimum of \_\_\_\_\_ acres, maximum of \_\_\_\_\_ acres, the legal description of the  
356 Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements,  
357 if any, and: \_\_\_\_\_

358 **[STRIKE AND COMPLETE AS APPLICABLE]** Additional map features which may be added include, but are not limited to:  
359 staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square  
360 footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them.**  
361 **Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied  
362 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,  
363 delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information  
364 materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency.  
365 Upon delivery of Buyer's notice, this Offer shall be null and void.

\* Buyer

365 **PROPERTY DIMENSIONS AND SURVEYS** Buyer acknowledges that any land dimensions, total square footage, acreage  
366 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of  
367 rounding, formulas used or other reasons, unless verified by survey or other means.

368 **CAUTION: Buyer should verify land dimensions, total square footage/acreage figures and allocation of acreage**  
369 **information if material to Buyer's decision to purchase.**

370 **EARNEST MONEY**

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

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

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

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

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

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

405  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
406 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
407 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
408 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
409 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_\_ days after acceptance of this Offer. All  
410 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

411 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
412 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
413 Offer except: NONE OTHER

414 If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of  
415 contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the  
416 date or Deadline is allowed before a breach occurs.

417 **TITLE EVIDENCE**

418 ■ **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
419 (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
420 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
421 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
422 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and  
423 in this Offer, general taxes levied in the year of closing and NONE OTHER

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 15 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 15 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 15 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 \_\_\_\_\_

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

468 If **Buyer defaults**, Seller may:

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

472 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

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

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

503  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer  
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no  
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing  
506 an inspection of \_\_\_\_\_  
507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the  
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a  
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.  
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.  
511 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as**  
512 **well as any follow-up inspection(s).**

513 This contingency shall be deemed satisfied unless Buyer, within \_\_\_\_\_ days of acceptance, delivers to Seller a copy of the written  
514 inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

516 For the purposes of this contingency, Defects (see lines 287-289) do not include conditions the nature and extent of which the  
517 Buyer had actual knowledge or written notice before signing this Offer.

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

525  **ADDENDA:** The attached Addendum A \_\_\_\_\_ is/are made part of this Offer.

526 **ADDITIONAL PROVISIONS/CONTINGENCIES**

527 \_\_\_\_\_  
528 \_\_\_\_\_  
529 \_\_\_\_\_  
530 \_\_\_\_\_  
531 \_\_\_\_\_  
532 \_\_\_\_\_  
533 \_\_\_\_\_  
534 \_\_\_\_\_

535 This Offer was drafted by [Licensee and Firm] Attorney Michael J. Bauer of Hopp Neumann Humke LLP

536 \_\_\_\_\_ on April 11, 2016  
537 CITY OF SHEBOYGAN

538 (x) Buyer's Signature ▲ Print Name Here ► By: \_\_\_\_\_ Date ▲ \_\_\_\_\_

539 (x) Buyer's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

541 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

542 \_\_\_\_\_ Broker (by) \_\_\_\_\_  
543 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER**  
544 **SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON**  
545 **THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**

546 (x) TEN PAS LAND HOLDINGS, LLC  
Ray C. Ten Pas 4-15-2016  
547 Seller's Signature ▲ Print Name Here ► By: Ray Ten Pas, Member Date ▲ \_\_\_\_\_

548 (x) Seller's Signature ▲ Print Name Here ► \_\_\_\_\_ Date ▲ \_\_\_\_\_

550 This Offer was presented to Seller by [Licensee and Firm] \_\_\_\_\_

551 \_\_\_\_\_ on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m.

552 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
553 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A**  
**to Vacant Land Offer to Purchase**  
**(City of Sheboygan / Ten Pas Land Holdings, LLC)**

1. **Rezoning.** This Offer is contingent upon Seller, at Seller's expense, to obtain rezoning of the Property from Suburban Industrial to Suburban Commercial.

2. **Survey Contingency.** The obligation of the Buyer to complete this transaction is contingent on Seller obtaining at Seller's expense and with Seller's cooperation, a current survey of the Property by a registered land surveyor sufficient to remove standard title insurance exceptions. If such survey reveals any encroachments or improprieties with the legal description, Buyer may, at their option, allow Seller reasonable time to correct any deficiencies, or may declare this Offer null and void. This contingency is deemed waived unless Buyer, at least ten (10) days before closing, notifies Seller of problems with the survey or legal description and provides a copy of the survey.

3. **Conveyance of Title.** At the time of closing, Buyer agrees that this parcel of land is to be merged with the adjacent parcel (PIN: 59281-470620) currently owned by Buyer pursuant to § 2.4 D(2) of the City of Sheboygan Subdivision Code and shall thereafter be considered as one parcel. All further descriptions will describe the premises as one unit.

**VI**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. May 16, 2016.

Your Committee to whom was referred R. O. No. 16-16-17 by the City Clerk submitting a communication from Special Operations Detective Agency, stating concerns regarding the parking situations which are occurring in front of their office 1517 S. 12<sup>th</sup> St.; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

4.11

R. O. No. 16-16-17. By CITY CLERK. May 2, 2016.

Submitting a communication from Matt Elliott, CEO of Special Operations Detective Agency, stating concerns regarding the parking situations which are occurring in front of his office at 1517 S. 12<sup>th</sup> St.

*PP+S.  
Jill*

---

City Clerk



Security Arts Corporation d.b.a.  
Special Operations Detective Agency  
1517 S. 12<sup>TH</sup> Street / Sheboygan, WI 53081  
Ph: 920-457-9008  
[specialopsk9unit@sbcglobal.net](mailto:specialopsk9unit@sbcglobal.net)  
[www.special-operations.com](http://www.special-operations.com)

# Special Operations Detective Agency

April 21, 2016

City of Sheboygan  
Alderman Billy Thiel  
1703 N. 37<sup>th</sup> Street  
Sheboygan, Wisconsin 53083

To whom it may concern:

As CEO and Chief of the Security Arts Corporation, d.b.a. Special Operations Detective Agency, I need to address a concern regarding the parking situations which are occurring in front of my office at 1517 S. 12<sup>th</sup> Street Sheboygan, Wisconsin.

On Thursday April 14<sup>th</sup>, 2016 at about 2:20pm, my Mobile Shredding truck was returning, being driven by one of my drivers. At which time both sides of the entrance to my driveway were blocked by vehicles illegally parked. Meaning that both vehicles were less than four feet front the left and right (North & South) of the entrance to my driveway, making it difficult for my driver to enter our driveway and causing my driver to make contact with the front of the vehicle bumper parked to the south of the driveway, with my drivers truck rear tire.

My driver had to bear to the south (right) as the vehicle on the left (north) had their tailgate down, further blocking the entrance to my drive way. **(Photo's Attached)**. One vehicle was cited for illegal parking the other vehicle parked to the North had already left before the police arrived.

In addition when vehicles are parked illegally or legally and blocking my entrance to the driveway, it makes it very difficult for my vehicles to also exit. As the parked vehicles are blocking the view of oncoming traffic to the North as well as the South. When it's a large van or box truck illegally or legally parked it is impossible to see vehicles coming from the South around the sight turn on 12<sup>th</sup> Street going north, as well as vehicles coming from the North.

Could "No Parking" signs or curb markings be put in place to prevent vehicles from blocking my driveway. These events are happening on a regular basis, from different events at AL & Al's, the Funeral Home, Sundance Saloon and the new JSM Bead Coop which just opened last Friday, next door to my building.



*April 21, 2016*  
*Page 2*

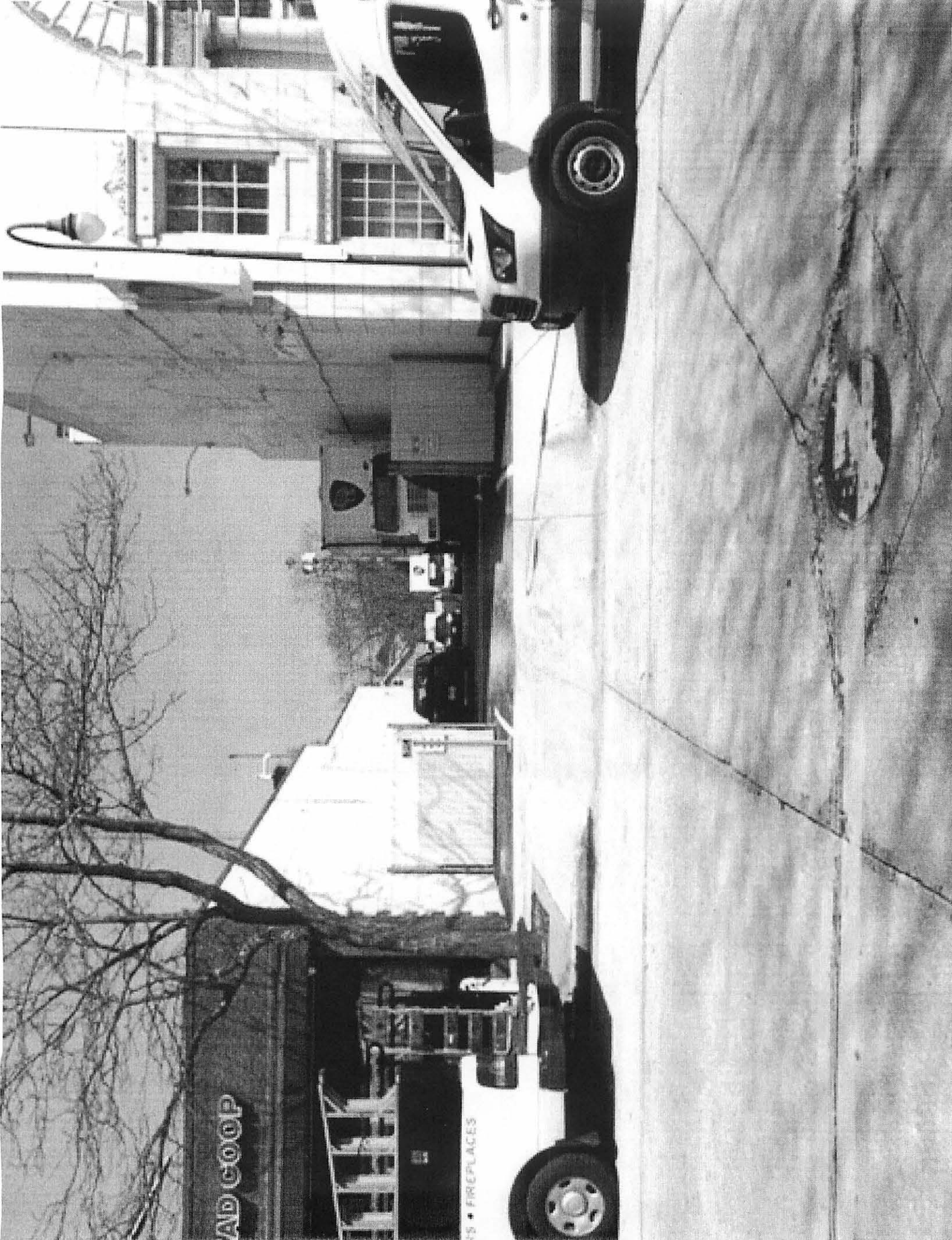
Sincerely,

Matt Elliott CEO, Chief, KM, RM.  
Security Arts Corporation  
d.b.a. Special Operations Detective Agency

cc:  
Alderman Billy Thiel  
Alderman Mark Hermann  
SODA File

Attachments (5 Photo's)

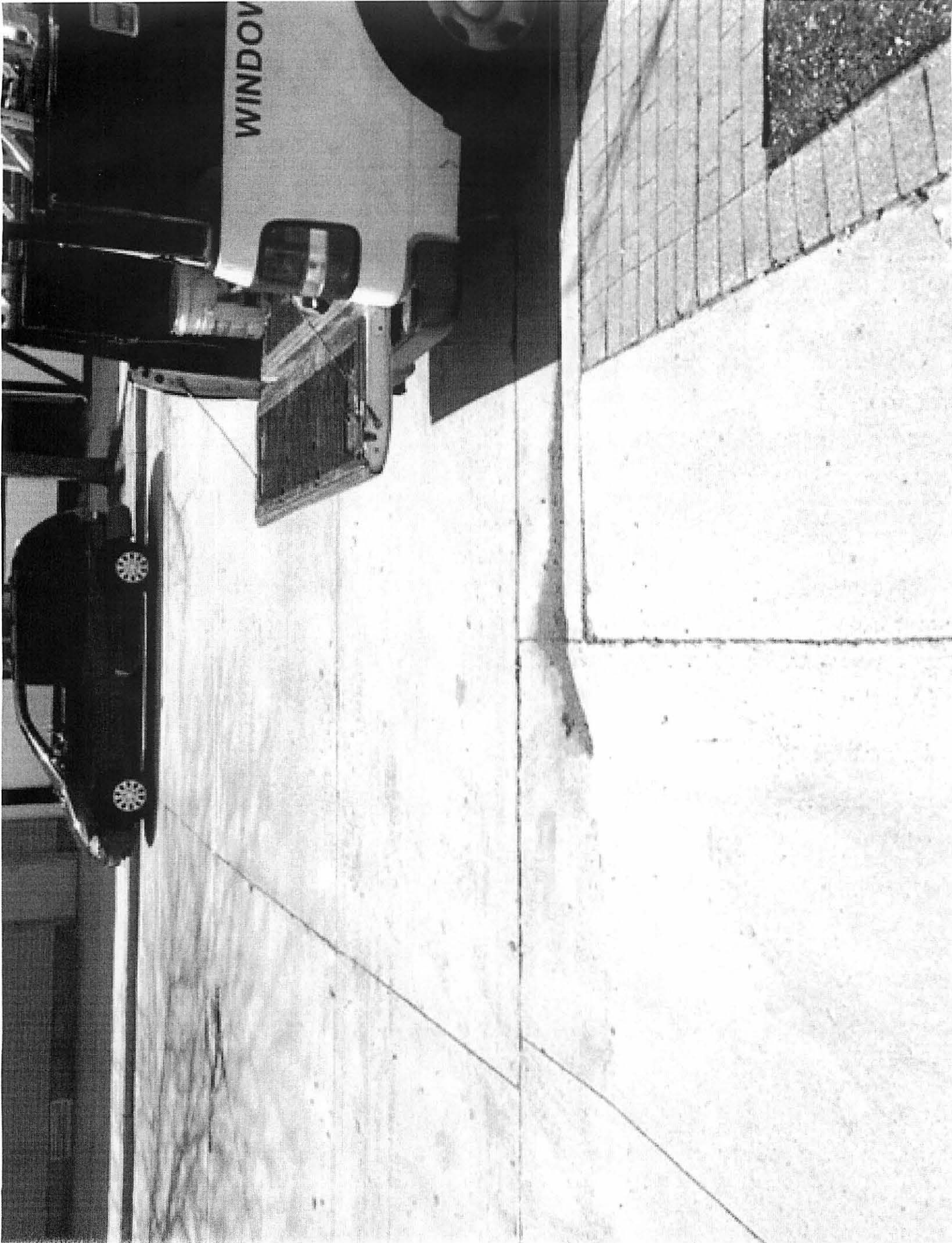
*Here to Serve & Protect*



AD COOP

FIREPLACES





WINDOW





VI

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. May 16, 2016.

Your Committee to whom was referred R. C. No. 377-15-16 by Public Works and R. O. No. 3313-15-16 by the City Clerk submitting an email from Alderperson Bohren to City Attorney Adams regarding "Hot in Place Paving" legal options; recommends that the documents be placed on file.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VI**

6.14

R. C. No. 377- 15 - 16. By PUBLIC WORKS. April 18, 2016.

Your Committee to whom was referred R. O. No. 331-15-16 by the City Clerk submitting an email from Alderperson Bohren to City Attorney Adams regarding "Hot in Place Paving" legal options; recommends that the document be referred to Public Works of the new Council.

*Pub. Wks  
of new Council  
Jill*

*John B...*

*By: A. Biller*

*James A. Bohren  
B. P. Fall*

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

4.9

R. O. No. 331 - 15 - 16. By CITY CLERK. April 6, 2016.

Submitting an email from Alderperson Bohren to City Attorney Adams regarding "Hot in Place Paving" legal options.

*Pub. Wks.*

*Pub Works <sup>new</sup>  
Council*

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City Clerk

## Richards, Susan

---

**From:** Alderperson Jim Bohren  
**Sent:** Saturday, March 26, 2016 12:38 PM  
**To:** Richards, Susan  
**Cc:** Alderperson John Belanger  
**Subject:** FW: Hot in Place Paving Legal Options

Sheboygan City Clerk Sue Richards - Sue

Please submit my e-mail as a document for the April 6th 2016 Council Meeting. Please refer it to the Public Works Committee. Thanks.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### **2015 - 2016 Committee Assignments**

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

---

**From:** Alderperson Jim Bohren  
**Sent:** Saturday, March 26, 2016 12:30 PM  
**To:** Adams, Charles  
**Cc:** Biebel, David; Mayor Vandersteen; Alderperson John Belanger; Alderperson Don Hammond; Amodeo, James  
**Subject:** Hot in Place Paving Legal Options

Attorney Adams - Chuck

Has the City or should the City be looking at its legal or other options to deal with the sub standard work that was done by the company that did the "Hot In Place Paving" in the summer of 2015? I am hearing from citizens from the North and South side complaining about the poor workmanship. I drive the Taylor Drive Access road several times a week and have noticed the very poor quality of the work. Please Advise. Thanks.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### **2015 - 2016 Committee Assignments**

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. May 16, 2016.

Your Committee to whom was referred Res. No. 195-15-16 by Alderperson Belanger being a Preliminary Resolution declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program for various streets; 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

5.1

Res. No. 195 - 15 - 16. By Alderperson Belanger. April 18, 2016.

A PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

S. 9<sup>th</sup> St. from Indiana Ave. to Georgia Ave.  
Georgia Ave. from S. 8<sup>th</sup> St. to S. 9<sup>th</sup> St.  
Kentucky Ave. from S. 8<sup>th</sup> St. to S. 9<sup>th</sup> St.

RESOLVED: That the resurfacing on the following streets is hereby proposed at the expense of the property to be benefited thereby and that no part of the estimated aggregate cost shall be paid in advance under 66.54(3), Stats.:

BE IT FURTHER RESOLVED: That the City of Sheboygan does herewith intend to exercise its municipal police powers for the aforesated municipal purpose.

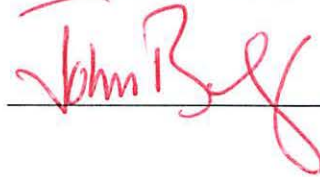
BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to prepare a report in accordance with 66.60(2) and 66.60(3), Stats., and that such report should contain the following information:

- a. Preliminary or final plans and specifications
- b. An estimate of the entire cost of the proposed work or improvement
- c. A schedule of the proposed assessments
- d. A statement that the work or improvement constitutes an exercise of the municipality's police power
- e. A statement that the property against which the assessments are proposed is benefited

BE IT FURTHER RESOLVED: That the expenses so incurred maybe paid in five (5) annual installments under 66.54(7), Stats., with interest thereon at (3.18%) commencing the first of the month after thirty (30) days following publication of the installment assessment notice.

*Pub Wks.  
of new Council  
approve.*

BE IT FURTHER RESOLVED: That the Department of Public Works is hereby authorized and directed to advertise for bids under the five (5%) alternative of 62.15(3), Stats., for the paving aforementioned according to the plans and specifications prepared by the City Engineer and submit a resume of bids received and accepted to the Common Council for further consideration.

  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**VIII**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. May 16, 2016.

Your Committee to whom was referred Res. No. 5-16-17 by Alderperson Belanger regarding an amended Preliminary Resolution declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program for various streets; 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

5.4

Res. No. 5 - 16 - 17. By Alderperson Belanger. May 2, 2016.

An amended PRELIMINARY RESOLUTION declaring intent to exercise the police power to levy special assessments for the 2016 Bituminous Resurfacing Program:

- S. 17<sup>th</sup> St. from 120 feet south of Arizona Ave. to Maryland Ave.
- N. 6<sup>th</sup> St. from Niagara Ave. to Superior Ave.
- Saemann Ave. from Calumet Dr. to N. 21<sup>st</sup> St.

WHEREAS, Resolution 172-15-16 was approved by the common council, providing for resurfacing on, among other streets, S. 17<sup>th</sup> Street from Arizona Ave. to Maryland Ave., at the expense of the property to be benefited thereby; and

WHEREAS, for the work to be done properly, resurfacing work will need to begin 120 feet south of Arizona Ave.

NOW, THEREFORE, BE IT RESOLVED: That Resolution 172-15-16 is hereby amended to provide that the resurfacing on S. 17<sup>th</sup> St from 120 feet south of Arizona Ave. to Maryland Ave. is hereby proposed at the expense of the property to be benefited thereby, and that no part of the estimated aggregate cost shall be paid in advance under §66.54(3), Stats. All remaining provisions of said Resolution shall remain in full effect.

*Pub. Wks.  
approve.*

*John Berg*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. May 16, 2016.

Your Committee to whom was referred the following:

1. R. O. No. 20-16-17 by the Purchasing Agent submitting bids for the 2016 Concrete Sidewalk Replacement Program; and
2. Res. No. 6-16-17 by Alderperson Belanger authorizing entering into a contract for the 2016 Concrete Sidewalk Replacement Program;

recommends that the Report of Officer was placed on file and 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

5.5

Res. No. 6 - 16 - 17. By Alderperson Belanger. May 2, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into a contract for the 2016 Concrete Sidewalk Replacement Program.

WHEREAS: On an annual basis the Sheboygan Department of Public Works contracts for the replacement of broken concrete sidewalks within the City based upon need. For 2016 approximately 9,000 square feet of sidewalks have been identified as being in need of replacement.

WHEREAS: The Purchasing Agent was directed to put the 2016 Concrete Sidewalk Construction Program to public bid. Two bids were received in response to bid # 2396-16. The low bid has been determined to meet all of the specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Klunck Masonry LLC of Sheboygan for the 2016 Concrete Sidewalk Replacement Program.

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds on account #40033190-631300 in payment of same.

*Public Works  
approve*

*John By*  
\_\_\_\_\_

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

4.15

R. O. No. 20 - 16 - 17. By PURCHASING AGENT. May 2, 2016.

Submitting a tabulation of bids for Bid # 2396-16 for the 2016 Concrete Sidewalk Replacement Program.

**Klunck Masonry LLC, Sheboygan WI** \$ 77,660.00

**Marvin Gleason Construction, Franksville WI** \$ 96,570.00

The Bid submitted by Klunck Masonry, LLC of Sheboygan meets or exceeds all requirements as set forth in the bid package.

Therefore, the recommendation is to award the contract to Klunck Masonry, LLC

*Pub Wks.*  
*Ac & File*

**Respectfully Submitted**

**Bernard Rammer  
Purchasing Agent**

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. May 16, 2016.

Your Committee to whom was referred Res. No. 7-16-17 by Alderperson Belanger authorizing executing an agreement between the City of Sheboygan and Milk Specialties Company (d/b/a Milk specialties Global) regarding the delivery of whey processing waste product to the Waste Water Treatment Plant; 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

5.6

Res. No. 7 - 16 - 17. By Alderperson Belanger. May 2, 2016.

A RESOLUTION authorizing the appropriate City officials to execute an agreement between the City of Sheboygan and Milk Specialties Company (d/b/a Milk specialties Global) regarding the delivery of whey processing waste product to the Waste Water Treatment Plant.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Agreement in form substantially similar to the attached.

*Pub. Wks.  
approve*

*John Berg*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

# AGREEMENT

BETWEEN  
THE CITY OF SHEBOYGAN  
AND  
MILK SPECIALTIES COMPANY  
d/b/a MILKSPECIALTIES GLOBAL

## Whey Processing Delivery

THIS AGREEMENT is entered into and is effective as of the \_\_\_ day of \_\_\_\_\_, 2016, by and between **THE CITY OF SHEBOYGAN**, a public entity, herein called "CITY" and **MILK SPECIALTIES COMPANY, d/b/a MILKSPECIALTIES GLOBAL** a Delaware corporation, herein called "MSG."

### WITNESSETH

WHEREAS, the CITY owns and operates a wastewater treatment facility located in Sheboygan, Wisconsin, generally referred to as the Sheboygan Regional Wastewater Treatment Plant ("WWTP"); and

WHEREAS, the CITY has excess treatment capacity and is currently receiving whey processing waste product from MSG at the WWTP; and

WHEREAS, MSG is interested in delivering a targeted amount of its whey processing waste product to the CITY over a five year period.

NOW, THEREFORE, in consideration of the mutual promises exchanged herein, the CITY and MSG hereby agree as follows:

1. **Scope of Services.** Milk Specialties Global, Inc. (MSG) agrees to undertake commercially reasonable efforts to furnish a targeted number of loads of non DAF or Ditch high strength waste (HSW) from their whey processing facilities in Fond du Lac and Adell, Wisconsin to the Sheboygan Regional WWTP. The targeted number of loads of non DAF or Ditch HSW would be an average of six to seven, 6,000 gallon truck loads per day or 252,000 – 294,000 gallons per week. The non DAF or Ditch HSW would be transported, with the exception of any day MSG is unable to do so for reasons known or unknown. To the extent feasible MSG shall give CITY prior notice of deliveries that will be greater than 294,000 gallons per week or greater than 7 trucks per day.

The CITY agrees to provide treatment and disposal services for six to seven, 6,000 gallon truck loads per day or 252,000 – 294,000 gallons per week, of MSG's non DAF or Ditch high strength waste (HSW) from their whey processing facilities in Fond du Lac and Adell, Wisconsin. The non DAF or Ditch HSW will be accepted and treated by the WWTP, with the exception of any day that acceptance of the HSW will adversely impact the WWTP facility and its processes and/or cause the WWTP to violate any regulations.

2. **Compensation.** Both parties do hereby agree that there will be no disposal fee charged for the mutually agreeable targeted volume of non DAF or Ditch HSW and that the transportation costs of the non DAF or Ditch HSW to the WWTP are the complete responsibility of MSG during the Term (defined hereinafter).

The actual gallons delivered will be determined by the City's flow meter at the receiving station where the HSW is discharged to the WWTP. The CITY will provide a monthly summary of the daily deliveries including volumes with monthly totals to MSG.

3. **Effective Date.** This Agreement is effective as of the date first written above.
4. **Termination or Suspension.** Either the CITY or MSG may terminate this Agreement immediately *for cause* or upon its determination that continued performance of this Agreement would adversely affect its adherence to regulatory requirements, including but not limited to compliance with the Wisconsin Department of Natural Resources ("WDNR"). This Agreement may be suspended, rather than terminated, only upon the advanced written mutual consent.

The CITY may terminate this Agreement *without cause* upon thirty days' written notice if in its sole discretion it determines either of the following conditions exists:

- a. Continued performance of this Agreement would adversely affect the operation of the CITY's treatment plant, or
- b. The approval of the Agreement and/or the Agreement itself is challenged in court under any provision of law.

MSG may terminate this Agreement without cause upon thirty days' written notice if in its sole discretion it determines either of the following conditions exists:

- a. Continued performance of this Agreement would adversely affect the operation of MSG's manufacturing facility located in Adell, Wisconsin;
- b. MSG intends to cease the generation of the waste stream described above.

5. Release of Information. MSG agrees to maintain in confidence, and not disclose to any person or entity without the CITY's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the CITY. MSG further agrees to maintain in confidence and not to disclose to any person or entity any data, information, technology, or material developed or obtained by the CITY during and under the term of this Agreement.

The CITY agrees to maintain in confidence, and not to disclose to any person or entity without MSG's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of MSG, to the extent allowed by law. The covenants contained in this paragraph 5 shall survive the termination of this Agreement for whatever cause.

The CITY solely owns all anaerobic digester process data and can publish these data and use these data for any purpose at the CITY's sole discretion. For example, such use may include, but not be limited to, the CITY's use of such data to obtain any patents or other rights to intellectual property.

6. Designation of Personnel. MSG agrees that all activities performed by MSG under this Agreement shall be performed under the direction of MSG's Director of Operations, having an office located in its manufacturing facility located in Fond du Lac, Wisconsin, or such other person as MSG shall so designate in writing. The CITY contact throughout the period of the Agreement shall be the WWTP Superintendent.
7. Independent Contractor. MSG is an independent contractor and not an employee or agent of the CITY. MSG expressly warrants that it will not represent that it is an employee or agent of the CITY.
8. Mutual Indemnification. MSG and the CITY shall each defend, indemnify, and hold harmless the other and its officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement, except for loss caused by the sole negligence of the other party, its directors, officers, agents or employees.
9. Insurance. MSG shall take out and maintain during the life of the Agreement all the insurance required by the CITY's Municipal Code Section 122-340 and shall submit certificates for review and approval by the CITY. MSG shall not deliver any waste product to the CITY's WWTP until such insurance has been approved by the CITY. The certificates shall be on forms approved by the CITY. Acceptance of the certificates shall not relieve MSG of any of the insurance requirements, nor decrease the liability of MSG. The CITY reserves the right to require MSG to provide insurance policies for review by CITY.
10. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Sheboygan Regional WWTP  
3333 Lakeshore Drive  
Sheboygan, WI 53081  
Attn: WWTP Superintendent

Milk Specialties Global  
325 Tompkins Street  
Fond du Lac, WI 54935  
Attn: Director of Operations

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

11. Entire Agreement and Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin and constitutes the entire Agreement of the parties, superseding all prior agreements written or oral, between the parties relating to the subject matter of this Agreement and also superseding the terms set forth on any purchase order issued in connection with this Agreement.

12. **No Assignment or Modifications.** This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are unique and, except as provided herein, MSG shall not assign, transfer, subcontract, or otherwise substitute its interest in this Agreement or any of its obligations herein without the written consent of the CITY. This Agreement may be modified only by a written amendment signed by both parties.
13. **No Waiver.** Either party's waiver of the performance of any covenant, condition, obligation, representation, warranty or promise in this Agreement shall not invalidate this Agreement or be deemed a waiver of any other covenant, condition, obligation, representation, warranty or promise. Either party's waiver of the time for performing any act or condition hereunder does not constitute a waiver of the act or condition itself.
14. **No Discrimination.** There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this Agreement. MSG shall not establish or permit any such practice(s) of discrimination with reference to this Agreement or any part thereof. If MSG is determined to be in violation of this section MSG shall be deemed to be in material breach of this Agreement.
15. **Force Majeure.** Neither the CITY nor MSG shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, labor unrest, Government restrictions (including the denial, cancellation, or material alteration of any necessary permits), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
16. **Term.** Unless terminated pursuant to Article 4 herein, this Agreement shall expire five years from the date of this agreement.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**CITY OF SHEBOYGAN**

By: \_\_\_\_\_  
 Mayor

Date \_\_\_\_\_

Approved As to Form

By: \_\_\_\_\_  
 City Clerk

Date \_\_\_\_\_

**MILK SPECIALTIES COMPANY  
 d/b/a MILK SPECIALTIES GLOBAL**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

Date \_\_\_\_\_

Visu-Sewer, Inc.  
W230 N4855 Betker Drive  
Pewaukee, WI 53072

Articles of Agreement, Made this 25th day of May, 2016

by Visu-Sewer, Inc. hereinafter called "Contractor,"  
and \_\_\_\_\_ and \_\_\_\_\_

hereinafter called "Sureties", and the City of Sheboygan, hereinafter called, "City", Witnesseth:

WHEREAS, Contractor has made a proposal in writing to the Dept. of Public Works of the City, hereinafter called "Department", to do the work hereinafter mentioned for the City, for the price and within the time hereinafter mentioned, and according to the plans and specifications therefore on file in the office of the Department, and the Department has awarded the work to him according to law;

Now, therefore, the Contractor, for and in consideration of the payment hereinafter provided, covenants and agrees to and with the City that he will well and truly execute and perform the work, under the superintendence of the Department, for the said price, and within the said time, and according to the said Plans and Specifications, that is to say:

To furnish all supervision, technical personnel, labor, materials, machinery, tools, appurtenances, equipment and services, including utility and transportation services required to construct and complete sanitary sewer lining at the following locations:

North 6th Street from Niagara Avenue to Superior Avenue  
South 17th Street from Arizona Avenue to Maryland Avenue  
Saemann Avenue from Calumet Drive to North 21st Street  
South 9th Street from Georgia Avenue to Kentucky Avenue  
Georgia Avenue from South 8th Street to South 9th Street  
Kentucky Avenue from South 8th Street to South 9th Street

Contract Quantities are listed below:

Line 21-inch Sanitary Sewer / 340.0 LF  
Line 18-inch Sanitary Sewer / 1,220.0 LF  
Line 15-inch Sanitary Sewer / 1,445.5 LF  
Line 12-inch Sanitary Sewer / 733.4 LF  
Line 10-inch Sanitary Sewer / 4,287.0 LF  
Line 10-inch Storm Sewer / 525.0 LF  
Seal Sanitary and Storm Manholes / 327.0 VF  
Grout Cracked Wyes / 40 each

Res. No. 8-16-17  
Purchase Requisition No. 160637  
P.O. 260589  
Bid No. 2398-16

And the Contractor further covenants and agrees to and with the City, that he will complete the work in manner and form aforesaid, on or before 1st day of July, A.D., 2016

And It is hereby agreed between the parties hereto, that the Department shall have the right and power, and the same is hereby reserved to the Department, to adjust and determine, finally, all questions:

FIRST. As to the proper performance of these presents and the doing of the work by the Contractor, and in case of the Improper or Imperfect performance thereof, to suspend the Work at any time or to order the entire reconstruction of the same, if improperly done, or to re-let the same to some other competent party; and In case the work shall not be prosecuted with such diligence and with such number of men as to insure its completion within the time limited by these presents to suspend the work and re-let the same to some other competent party, or employ men and secure materials for the completion of the same, and charge the cost thereof to the Contractor and

SECONDLY. As to the amount earned under these presents by the Contractor according to the true intent and meaning thereof.

And it is further agreed that any and every such adjustment and determination by the Department shall be final and conclusive between the parties to these presents, and binding upon them, and that it, upon any such adjustment or determination by the Department, the damages to be paid to the City according thereto should exceed the amount due from the City to the Contractor according thereto, then and in that case the Contractor and Sureties hereby jointly and severally covenant and agree to pay the same to the City on demand.

And it is further agreed between the said parties hereto, that in case the Contractor shall in the performance of this contract, dig up, use or occupy any street, alley, highway, or public grounds of said City, he will, during the night time, put up and maintain such barriers and lights as will effectually prevent the happening of any accident in consequence of such digging up, use or occupancy of said street, alley, highway or other public Grounds, for which the City might be liable and he and the Sureties hereby jointly and severally covenant and agree, that they shall, and they do hereby assume the liability for, and will pay on demand any and all damage or damages occasioned by the digging up, use or occupancy of said street, alley, highway or public grounds by the Contractor, or which may result therefrom, or which may result from the carelessness of the contractor, his agents, employees, or workmen.

And it is further agreed that, in case the Contractor shall proceed properly and with due diligence to perform and complete this contract on his part, the Department may, in its discretion, from time to time as the work progresses, grant to him an estimate of the amount already earned (reserving five percent thereon) which shall entitle the holder thereof to receive the amount due thereon, when the amount applicable to the payment of said work shall have been collected, and the condition, if any, annexed to such estimate, shall have been complied with.

And the City in consideration of the covenants of the Contractor and Sureties, herein contained, hereby covenants and agrees, that upon the completion of said work by the Contractor, pursuant to the terms of this contract and according to the plans and specifications of said work on file in the office of the Department, and the true intent and meaning of this contract, the City will pay to the Contractor any balance then remaining due and payable by the terms of this contract for said work, when the amount applicable to the payment of said work shall have been collected.

And it is hereby agreed that the Contractor shall not assign this contract, or any interest therein, nor sublet the said work, or any part thereof, without the consent in writing of the Department, first endorsed hereon; and that if the Contractor shall so assign or sublet, without such consent then the Department shall have the right in their discretion to rescind this contract and to declare the same null and void, or to re-let the said work to some other competent party; thereupon adjusting and determining the damages to the City arising thereby; and the Contractor shall be liable to the City for such damages as the Department shall so adjust and determine, which adjustment and determination hereof shall be final and conclusive on the parties thereto.

And the said Sureties, in consideration of the letting of this Contract to the Contractor, hereby guarantee and covenant and agree to and with the City, that the Contractor shall and will well and truly execute and perform this contract on his part, under the superintendence and to the satisfaction of said Department, and that they, the Sureties, will well and truly pay on demand to the City any and all damage and damages, and sums of money, which the Contractor shall be liable to pay to the City under this Contract or any clause or agreement therein.

AA-1

And the Contractor, and Sureties, in consideration of the premises, further covenant and agree, that they will well and truly save and indemnify and keep harmless the City against all liabilities, judgments, costs and expenses, including the claims of sub-contractors, laborers, and materialmen, which may in anywise come against said City in consequence of the granting of this contract to the Contractor, or which may in any wise result from the carelessness or neglect of the Contractor, or his agent, employees or workmen in any respect whatever, and that in case the Contractor shall fail to fully and completely Perform his contract within the time herein limited for the performance thereof, he and they shall and will pay to the City as liquidated damages for such default the sum of:

**See Liquidated Damages Item No. 22 on Pages IB-10 and IB-11 in the project manual.**

per calendar day for each day's delay in completing said work.

Payment to be made out of and to be drawn on the following account number(s):

60134110-521900      \$371,537.95

to be issued to the Contractor by order of the Common Council of the City, upon the certificate of said Department.

"Contractor" as used in the contract, may mean "Contractors"; "Sureties" may mean "Surety". This contract shall bind the parties, their heirs, executors, administrators and successors, as the case may be.

And it is hereby agreed and declared. That this contract is made expressly subject to the powers given to said Department by Chapter 62 of the Wisconsin Statutes.

IN WITNESS WHEREOF, the Contractor and Sureties have hereto set their hands and seals, and the City has caused these presents to be Subscribed by the said Department and countersigned by its comptroller, the day and the year first above written.

"Provision has been made to pay the liability that will accrue under this contract."

*Keith M. Alexander*  
KEITH M. ALEXANDER      Contractor  
PRESIDENT

*Darrell Hofland*      June 2, 2016  
Darrell Hofland      Date  
City Administrator

MAY 26, 2016  
Date

City of Sheboygan, by:  
*Michael Vandersteen*      5-31-16  
Michael Vandersteen      Mayor      Date

*Susan Richards*      5/31/16  
Susan Richards      City Clerk      Date

STATE OF WISCONSIN      }      ss.  
COUNTY OF SHEBOYGAN,      }

Each of the undersigned swears that he is a resident of the City of Sheboygan, in said County, and a freeholder in the said city, and that he is worth the sum of \_\_\_\_\_ Dollars, over and above all his debts and liabilities, in property in said city liable to execution.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public, Sheboygan County, WI

Examined and approved as to form and Execution this 2 day of June 2016.  
*Charles C. Adams*  
Charles C. Adams, City Attorney  
Note: The Charter of Sheboygan requires Sureties having property in the City of Sheboygan to the amount for which they justify. If a Surety Company bond is given, the Company should sign this Contract as Surety, and should attach copy of license and resolution showing authority of person or persons signing for the Company.

Contract for  
THE CITY OF SHEBOYGAN  
and Sureties  
with



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/26/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> R&R Insurance Services Inc 1581 E Racine Avenue PO Box 1610 Waukesha WI 53186	<b>CONTACT NAME:</b> Christine Miramontes <b>PHONE (A/C No. Exl):</b> (262) 574-7000 <b>FAX (A/C No.):</b> (262) 574-7080 <b>E-MAIL ADDRESS:</b> christine.miramontes@rrins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Visu Sewer Inc W230 N4855 Betker Rd PO Box 804 Pewaukee WI 53072-0804	<b>INSURER A:</b> The Phoenix Insurance Company	25623
	<b>INSURER B:</b> The Charter Oak Fire Ins.	25615
	<b>INSURER C:</b> The Travelers Property Casualty	25674
	<b>INSURER D:</b> The Travelers Indemnity Company	25658
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL1631864643      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CO-59868X624-PHX	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Blkt Add'l Insured						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> \$5,000 PD Deductible						GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			810-5968X624-COF	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		CUP-5968X624-TIL	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			UB-5968X624-TCT (WI)	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	UB-5985X713-COF (AOS)			E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			UB-5982X298-PHX (IL)			E.L. DISEASE - EA EMPLOYEE \$ 500,000
				(1000000/1000000/1000000)			E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Contractors Equipment			660-59868X624-COF	4/1/2016	4/1/2017	Leased/Rented Equipment 300,000
	Installation Floater						Any One Location/Transit 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: 2016 Sewer Lining, Manhole Sealing.

City of Sheboygan is listed as additional insured in regards to general liability when required by written contract per form CGD604.

**CERTIFICATE HOLDER****CANCELLATION**

City of Sheboygan  
2026 New Jersey Avenue  
Sheboygan, WI 53081-4790

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thomas Scheider/DM586

## Additional Named Insureds

### Other Named Insureds

Alex Rentals LLP	Additional Named Insured on All But Auto and WC
Visu-Sewer of Illinois LLC	Additional Named Insured
Visu-Sewer of Mississippi LLC	Additional Named Insured
Visu-Sewer of Missouri LLC	Additional Named Insured
VS Water Blasting LLC	Additional Named Insured

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS  
IF REQUIRED BY WRITTEN CONTRACT  
(CONTRACTORS)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that:

- a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

- (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
- (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies,

(2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

(3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

(b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

COMMERCIAL GENERAL LIABILITY

- 2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - (2) Supervisory, inspection, architectural or engineering activities.
  - c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
- 3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid

- and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
- 4. As a condition of coverage provided to the additional insured by this endorsement:
  - a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - (1) How, when and where the "occurrence" or offense took place;
    - (2) The names and addresses of any injured persons and witnesses; and
    - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
  - b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - (1) Immediately record the specifics of the claim or "suit" and the date received; and
    - (2) Notify us as soon as practicable.
 The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
  - c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
- 5. The following is added to the DEFINITIONS Section:
 

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-



COMMERCIAL GENERAL LIABILITY

ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. WIC55546

AIA Document A312

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Visu-Sewer, Inc.  
W230 N4855 Betker Road  
Pewaukee, WI 53072

**SURETY (Name and Principal Place of Business):**

Merchants Bonding Company (Mutual)  
2100 Fleur Drive  
Des Moines, IA 50321

**OWNER (Name and Address):** City of Sheboygan  
2026 New Jersey Ave.  
Sheboygan WI 53081

**CONSTRUCTION CONTRACT**

Date: 05/25/16  
Amount: \$371,537.95  
Description (Name and Location): 2016 Sewer Lining, Manhole Sealing

**BOND**

Date (Not earlier than Construction Contract Date): 05/25/16  
Amount: \$371,537.95  
Modifications to this Bond:

None

See Page 3

**CONTRACTOR AS PRINCIPAL**  
Company: Visu-Sewer, Inc. (Corporate Seal)

Signature:   
Name and Title: **KEITH M. ALEXANDER**  
**PRESIDENT**

(Any additional signatures appear on page 3)

**SURETY**  
Company: Merchants Bonding Company (Mutual) (Corporate Seal)

Signature:   
Name and Title: **Debra A. Hinkes,**  
**Attorney-In-Fact**

(FOR INFORMATION ONLY — Name, Address and Telephone)  
**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

2 Deny liability in whole or in part and notify the Owner citing reasons therefore.

5 If the surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety had denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments

have been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title:

Address:

Signature: \_\_\_\_\_

Name and Title:

Address:

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. WIC55546

AIA Document A312

## Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Visu-Sewer, Inc.  
W230 N4855 Betker Road  
Pewaukee, WI 53072

**SURETY (Name and Principal Place of Business):**

Merchants Bonding Company (Mutual)  
2100 Fleur Drive  
Des Moines, IA 50321

**OWNER (Name and Address):** City of Sheboygan  
2026 New Jersey Ave.  
Sheboygan WI 53081

**CONSTRUCTION CONTRACT**

Date: 05/25/16  
Amount: \$371,537.95  
Description (Name and Location): 2016 Sewer Lining, Manhole Sealing

**BOND**

Date (Not earlier than Construction Contract Date): 05/25/16  
Amount: \$371,537.95  
Modifications to this Bond:

None

See Page 6

**CONTRACTOR AS PRINCIPAL**

Company: Visu-Sewer, Inc. (Corporate Seal)

Signature:   
Name and Title: **KEITH M. ALEXANDER**  
**PRESIDENT**

(Any additional signatures appear on page 6)

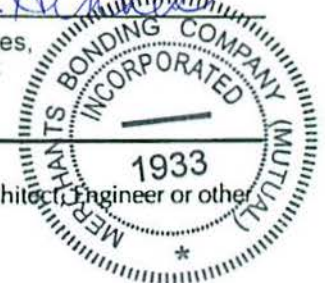
**SURETY**

Company: Merchants Bonding Company (Mutual) (Corporate Seal)

Signature:   
Name and Title: **Debra A. Hinkes,**  
**Attorney-In-Fact**

(FOR INFORMATION ONLY — Name, Address and Telephone)  
**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrator, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnities, and holds harmless the Owner from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract.

The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Section 6 is modified by adding section 6.3.

6.3 The Surety's failure to discharge its obligations under this Section 6 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a claim. However, if the Surety fails to discharge its obligations under this Section 6, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs to recover any sums found to be due and owing to the Claimant.

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

SURETY

Company:

(Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

MERCHANTS  
BONDING COMPANY  
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Debbra A Hinkes; Pamela M Hineman; Robert M Tortelli

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWENTY-FIVE MILLION (\$25,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed "

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015



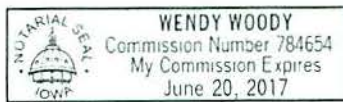
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

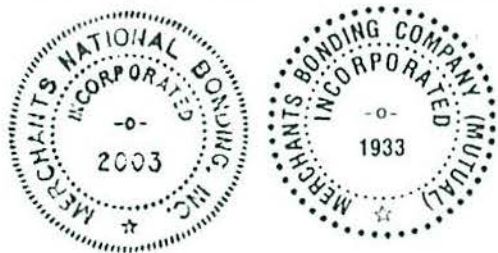


*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of May, 2016



*William Warner Jr.*  
Secretary

**VIII**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC WORKS. May 16, 2016.

Your Committee to whom was referred the following:

1. R. O. No. 21-16-17 by the Purchasing Agent submitting bids for the 2016 Sewer Lining and manhole re-sealing project; and
2. Res. No. 8-16-17 by Alderperson Belanger authorizing entering into a contract for the 2016 Sewer Lining and Manhole Sealing project;

recommends that the Report of Officer be placed on file and 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

5.7

Res. No. 8 - 16- 17. By Alderperson Belanger. May 2, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into a contract for the 2016 Sewer Lining and Manhole Sealing project.

WHEREAS: The City of Sheboygan will be contracting for the repaving of several street sections in 2016. In preparation for this repaving, the associated sanitary sewer lines and specific storm sewer lines have been identified to be in need of re-lining and the manholes in need of resealing.

WHEREAS: The Purchasing Agent was directed to put the re-lining and re-sealing work out to public bid. Four bids were received in response to bid # 2398-16. The low bid has been determined to meet all of the specifications.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Visu-Sewer Inc. of Pewaukee WI in the amount of \$ 371,537.95

BE IT FURTHER RESOLVED: That the appropriate City Officials are authorized to draw funds on account # 60134110-521900 in payment of same.

*Pub. Works  
approve*

*John Belanger*  
\_\_\_\_\_

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

4.16

R. O. No. 21 - 16 - 17. By PURCHASING AGENT. May 2, 2016.

Submitting a tabulation of bids for Bid # 2398-16 for the 2016 Sewer Lining and manhole re-sealing project.

Michel's Pipeline Construction, Brownsville, WI	\$ 557,432.30
Insituform Inc., Chesterfield, MO	\$ 391,936.62
Terra Engineering Inc., Madison, WI	\$ 385,047.70
Visu-Sewer Inc., Pewaukee, WI	\$ 371,537.95

A review of the bids submitted has determined that the low bid submitted by Visu-Sewer Inc. of Pewaukee WI exceeds all requirements and related specifications.

It is recommended that the contract be awarded to Visu-Sewer Inc. in the amount of \$371,537.95

*Pub. Wks.  
acc & file*

**Respectfully Submitted**

**Bernard Rammer  
Purchasing Agent**

**IX**

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

Your Committee to whom was referred Gen. Ord. No. 2-16-17 by Alderperson Belanger repealing and recreating Section 122-3 of the City of Sheboygan Municipal Code, relating to the occupancy of public rights-of-way by utilities; recommends that the Ordinance be passed.

*Consent*

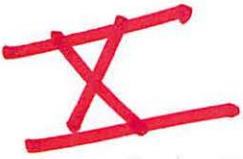
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



7.2

Gen. Ord. No. 2-16-17. By Alderperson Belanger. May 2, 2016.

AN ORDINANCE repealing and recreating Section 122-3 of the City of Sheboygan Municipal Code, relating to the occupancy of public rights-of-way by utilities.

WHEREAS, pursuant to §182.017(1r), Wis. Stats., a public utility may, subject to certain provisions of the Wisconsin Statutes and to reasonable regulations made by any municipality through which the public utilities' transmission lines or systems may pass, construct and maintain such lines or systems with all necessary appurtenances in, across or beneath any public highway or bridge; and

WHEREAS, pursuant to §196.58(1r), Wis. Stats., the Common Council may determine by ordinance the terms and conditions upon which a public utility may be permitted to occupy the streets, highways or other public places within the City of Sheboygan; and

WHEREAS, the Common Council has considered, and desires to hereby establish, the terms and conditions for occupancy of the public rights-of-way within the City; and

WHEREAS, the Common Council has determined that erection and maintenance of utility poles (including, but not limited to telephone, cable television, electric light and power poles), wires and appliances in the streets, alleys and public places of the city within the district described as Eighth Street from the south line of Indiana Avenue to the north line of Superior Avenue is dangerous to life and property and would obstruct and incommode the public use of such streets;

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

Section 1. Section 122-3 of the Sheboygan Municipal Code is hereby repealed and recreated so as to read as follows:

"Sec. 122-3. *Occupancy of public rights-of-way by utilities.*

(1) *General Provisions.*

(a) *Purpose and Findings.* In the exercise of governmental functions, the City of Sheboygan has priority over all other uses of the public rights-of-way. The City desires to anticipate and minimize the number of obstructions, degradation, and excavations taking place to regulate the placement of facilities in the rights-of-way to ensure that the rights-of-way remain available for public services and are

*Pub. Works  
approve.*

safe for public use, and to ensure that facilities are timely maintained, supported, protected or relocated to accommodate reconstruction or repairs. The taxpayers of the City bear the financial burden for the upkeep, maintenance and reconstruction of the rights-of-way and a primary cause for the early and excessive deterioration of its rights-of-way is the frequent excavation by persons who locate facilities therein.

The City finds increased use of the public rights-of-way results in increased costs to the taxpayers of the City and that these costs are likely to continue into the foreseeable future.

The City finds that the above-ground use of public rights-of-way creates special and unique public health, safety, and general welfare concerns for the City, including, but not necessarily limited to, traffic safety, sight-line and vision triangle issues, break-away design consistent with other public utility pole or structure requirements, public snow plowing and snow storage, property access and public parking, obstruction to municipal Police, Fire, and Rescue Services, and related issues.

The City finds that the erection and maintenance of utility poles (including, but not limited to telephone, cable television, and electric light and power poles), wires and appliances in the streets, alleys and public places of the City within the district described as Eighth Street from the south line of Indiana Avenue to the north line of Superior Avenue is dangerous to life and property and to obstruct and incommode the public use of such streets and is hereby declared to constitute a nuisance.

The City finds that delays by occupants of the rights-of-ways in maintaining, supporting, protecting or relocating facilities, if they impact public construction projects, have the potential to significantly increase public works project costs borne by the taxpayers. Moreover, the City finds that some right-of-way occupants have a history of delays and non-responsiveness.

The City finds that right-of-way, by definition, is limited in area, use, and availability, and, as a result, requires regulation and limitation of use and occupancy, subject to all applicable state, federal, and constitutional laws and

regulations and the provision of all necessary utility services to the public.

The City finds that occupancy and excavation of its rights-of-way causes costs to be borne by the City and its taxpayers, including but not limited to:

1. Administrative costs associated with public right-of-way projects, such as registration, permitting, inspection and supervision, supplies and materials.
2. Management costs associated with ongoing management activities necessitated by public right-of-way users.
3. Repair or restoration costs to the roadway associated with the actual excavation into the public right-of-way.
4. Degradation costs defined as depreciation caused to the roadway in terms of decreased useful life due to excavations in the public right-of-way.

In response to the foregoing facts and findings, the City hereby adopts this ordinance relating to access to, administration of, and permits to excavate, obstruct and/or occupy the public rights-of-way. This ordinance imposes reasonable regulations on the placement and maintenance of equipment currently within its rights-of-way or to be placed therein in the future. It is intended to complement the regulatory roles of state and federal agencies.

The purpose of this ordinance is to provide the City a framework within which to regulate and manage the public rights-of-way, and to provide for recovery of the costs incurred in doing so. This ordinance provides for the health, safety and welfare of the residents of the City as they use the right-of-way of the City, as well as to ensure the structural integrity of the public rights-of-way.

- (b) *Definitions.* The following definitions apply in this ordinance. References hereinafter to "sections" are, unless otherwise specified, references to sections in this ordinance. Defined terms remain defined terms whether or not capitalized.

"Applicant" means any person requesting permission to excavate, obstruct and/or occupy a right-of-way.

"Degradation" means the decrease in the useful life of the paved portion of the right-of-way, excluding the sidewalk right-of-way, caused by an excavation of the right-of-way, resulting in the need to reconstruct such right-of-way earlier than would be required if the excavation did not occur.

"Department" means the Department of Public Works of the City.

"Emergency" means a condition that (1) poses a clear and immediate danger to life or health, or of a significant loss of property; or (2) requires immediate repair or replacement in order to restore service to a customer.

"Engineer" means the City Engineer or his/her designee.

"Excavate" means to dig into or in any way remove or physically disturb or penetrate any part of a right-of-way.

"Facilities" means all equipment owned, operated, leased or subleased in connection with the operation of a public service or utility service, and shall include, but is not limited to, poles, wires, pipes, cables, underground conduits, ducts, manholes, vaults, fiber optic cables, lines and other structures and appurtenances.

"In", when used in conjunction with "right-of-way", means over, above, within, on or under a right-of-way.

"Local representative" means a local person or persons, or designee of such person or persons, authorized by a registrant to accept service and to make decisions for that registrant regarding all matters within the scope of this ordinance.

"Municipal Code" means the Municipal Code of the City of Sheboygan, as amended.

"Obstruct" means to place any object in a right-of-way so as to hinder free and open passage over that or any part of the right-of-way.

"Permittee" means any person to whom a permit to occupy, excavate or obstruct a right-of-way has been granted under this ordinance or under Chapter 110, Municipal Code.

"Person" means corporation, company, association, firm, partnership, limited liability company, limited liability

partnership and individuals and their lessors, transferees and receivers.

"Prequalified Contractor" means a contractor approved by the Department on an annual basis to work in the right-of-way.

"Public Utility" has the meaning provided in § 196.01(5), Wis. Stats.

"Registrant" means any person who has registered with the City to have its facilities located in any right-of-way.

"Repair" means to perform construction work necessary to make the right-of-way useable for travel or its intended use according to Department specifications, or to restore equipment to an operable condition.

"Restore" means the process by which the excavated right-of-way and surrounding area, including pavement and foundation, is reconstructed to Department specifications.

"Right-of-Way" means the surface and space above and below an improved or unimproved public roadway, highway, street, bicycle lane and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes.

"City" means the City of Sheboygan, Wisconsin, a municipal corporation.

- (c) Administration. The Engineer or his/her designee is responsible for administration of the rights-of-way and the permits and ordinances related thereto including, but not limited to, §110-102 and §110-242 of the Municipal Code.

(2) *Registration for Right-of-Way Occupancy.*

- (a) Each person who has, or seeks to have, facilities located in any right-of-way shall register with the Department and pay the fee set forth in Section (4). Registration will consist of providing application information and paying a registration fee. This section shall not apply to those persons who have facilities in the right-of-way pursuant to a franchise or other agreement.

- (b) No person may construct, install, maintain, repair, remove, relocate or perform any other work on, or use any equipment or

any part thereof in any right-of-way unless that person qualifies as a registrant, is registered with the Department, or is a prequalified contractor.

- (c) Nothing herein shall be construed to repeal or amend the provisions of a City ordinance requiring persons to plant or maintain the parkway in the area of the right-of-way between their property and the street curb or pavement, construct sidewalks or driveways or other similar activities. Persons performing such activities shall not be required to obtain any permits under this ordinance.
- (3) *Registration Information.* The information provided to the Department at the time of registration, in order to qualify as a registrant, shall include, but not be limited to, the following:
- (a) Each registrant's name, Diggers Hotline registration certificate number, address and email address, if applicable, and telephone and facsimile numbers.
  - (b) The name, address and e-mail address, if applicable, and telephone and facsimile numbers of a local representative. The local representative or designee shall be available at all times. Current information regarding how to contact the local representative in an emergency shall be provided at the time of registration.
  - (c) A certificate of insurance on a form prescribed by the Department.
  - (d) If the registrant is a corporation, an LLC or LLP, a copy of any certificate required to be filed under Wisconsin Statutes as recorded and certified by the Secretary of State.
  - (e) A copy of the registrant's certificate of authority from the Wisconsin Public Service Commission or other applicable state or federal agency, where the person is lawfully required to have such certificate from said commission or other state or federal agency.
  - (f) Execution of an indemnification agreement in a form prescribed by the Department.
  - (g) The registrant shall keep all of the information listed above current at all times by providing to the Department information as to changes within fifteen (15) working days

following the date on which the registrant has knowledge of any change.

- (4) *Registration Fee.* The Department shall charge an annual Registration Fee in an amount of \$50 to recover the costs incurred by the City for processing and updating registration information.
- (5) *Reporting Obligations.* It is in the best interests of all affected parties to attempt to coordinate construction in the public right-of-way whenever it is reasonably possible. Therefore, periodic reporting by the registrant of known construction plans will be useful to achieve this objective.
  - (a) Every registrant shall, at the time of registration and no later than January 1 of each year, file a construction and major maintenance plan with the Department. The Department shall make available at the time of registration, if known and approved, the Department's construction and major maintenance plan. The registrant's plan and the Department's plan shall be submitted on a form prescribed by the Department and shall contain the information determined by the Department to be necessary to facilitate the coordination and reduction in the frequency of excavations of rights-of-way. The plan shall include, but shall not be limited to, the following information:
    1. The locations and the estimated beginning and ending dates of all projects planned to be commenced during the next calendar year; and
    2. The tentative locations and estimated beginning and ending dates for all projects contemplated for the two years following the next calendar year.
  - (b) By February 1 of each year, the Department will have available for inspection in its office a composite list of all projects of which the Department has been informed in the annual plans. All registrants are responsible for keeping themselves informed of the current status of this list.
  - (c) Thereafter, by February 15, each registrant may change any project in its list and must notify the Department of all such changes in said list. The Department will make all such changes available for inspection in its office. Notwithstanding the foregoing, a registrant may at any time join in a project of another registrant listed by the other

registrant or undertake any maintenance project not listed in registrant's plan.

(6) *Permit to Install, Excavate, or Otherwise Occupy Right-of-Way Required.*

(a) *Permit Required.* Except as otherwise provided in this ordinance or the Municipal Code, no person shall install facilities, excavate, or otherwise occupy any right-of-way without first having obtained a permit for same from the Department. A copy of any permit issued under this ordinance shall be made available at all times by the Permittee at the indicated work site and shall be available for inspection by the Department upon request.

(b) *Permit Application.* Application for a permit shall be made to the Department. Permit applications shall contain, and will be considered complete only upon compliance with the requirements of the following provisions:

1. Registration and qualification as a registrant with the Department if required by this ordinance.
2. Submission of a completed permit application form, including all required attachments, and scaled drawings showing the location and area of the proposed project and the location of all existing and proposed facilities that are part of applicant's proposed project.
3. Payment of all money due to the City for all of the following:
  - a. applicable permit fees and costs as set forth below;
  - b. subject to subsection (6)(b)4., unpaid fees or costs due for prior excavations;
  - c. subject to subsection (6)(b)4., any loss, damage, or expense suffered by the City because of applicant's prior excavations of the rights-of-way or any emergency actions taken by the City.
4. The Department shall not deny an applicant an excavation permit because of a dispute between the City and the applicant related to subsection (6)(b)3.a. or c. if:

- a. the dispute has been adjudicated in favor of the applicant; or
- b. the dispute is the subject of any appeal filed by the applicant and no decision in the matter has as yet been rendered.

(7) *Installation/Excavation/Occupancy Permit Fee.* The Permit Fee shall be established by the Department in an amount sufficient to recover the costs incurred by the City. This fee shall recover administrative and inspection costs, and excavation fees per §110.244, Sheboygan Municipal Code. Payment of said fees shall be collected prior to issuance of the permit. However, the Engineer may, with the advice and consent of the Administrative Services Director, establish a fee collection process from governmental agencies and private utilities in order to expedite the permitting system and recognize that certain excavations are deemed emergencies.

- (a) *Waiving of Fees.* Fees shall not be waived unless the work involved is a direct result of the Engineer's demand that facilities owned by a utility be removed or relocated or unless waived by the Common Council upon review of the Engineer's decision.
- (b) *Fee Schedule.* The minimum fee for each excavation permit for a single address shall be as set forth in §110.244, Sheboygan Municipal Code. This permit fee shall be in addition to any forfeiture provided elsewhere in the Municipal Code.

For those permit applications which provide for a substantial undertaking of excavation within the public right-of-way attended by disruption of the general public and traffic, the Engineer is authorized to assess the actual cost of the City employee's time engaged in the review and inspection of the anticipated work, multiplied by a factor determined by the respective department to represent the City's cost for statutory expense, benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, said factor not to exceed 2.0, plus the cost of mileage reimbursed to City employees which is attributed to the work, plus all consultant fees associated with the work at the invoiced amount plus ten percent (10%) for administration.

- (c) *City Exemption.* The City and its contractors shall not pay degradation fees for excavations due to general government functions.

- (d) Permit fees paid for a permit that the Department has revoked are not refundable.

(8) *Right-of-Way Repair/Restoration.*

- (a) The Permittee shall be required to repair the public right-of-way to Department specifications, subject to inspection and acceptance by the Department. In addition to repairing its own work, the Permittee must repair the general area of the work, and the surrounding areas, including the paving and its foundations, to the specifications of the Department. The Department shall inspect the area of the work and accept the work when it determines that proper repair has been made, per specifications of the Department.
- (b) *Guarantees.* The Permittee guarantees its work and shall maintain it for thirty-six (36) months following its completion. During this period it shall, upon notification from the Department, correct all work to the extent necessary, using the method required by the Department. Said work shall be completed within ten (10) calendar days of the receipt of the notice from the Department, not including days during which work cannot be done due to circumstances constituting force majeure.
- (c) *Failure to Repair/Restore.* If the Permittee fails to repair/restore the right-of-way in the manner and to the condition required by the Department, or fails to satisfactorily and timely complete all work required by the Department, the Department at its option may do such work. In that event the Permittee shall pay to the City, within thirty (30) days of billing, the cost of repairing/restoring the right-of-way.

(9) *Inspection.*

- (a) *Notice of Completion.* When the work under any permit hereunder is begun and completed the Permittee shall notify the Department.
- (b) *Site Inspection.* Permittee shall make the work site available to the Department and to all others as authorized by law for inspection at all reasonable times during the execution of and upon completion of the work.

- (c) *Authority of Department.* At the time of inspection the City may order the immediate cessation of any work which poses a threat to the life, health, safety or well-being of the public. The City may issue an order to the registrant or Permittee for any work that does not conform to applicable City standards, conditions or codes. The order shall state that failure to correct the violation will be cause for revocation of the permit. Within ten (10) days after issuance of the order, the registrant or Permittee shall present proof to the Department that the violation has been corrected. If such proof is not presented within the required time, the Department may revoke the permit pursuant to Section (12).
- (10) *Ongoing Management Fees.* The cost of trimming trees around facilities is an ongoing expense to the City. Such costs will be determined and a fee to offset costs may be assessed against permit holders in the future.
- (11) *Erection of Poles in Certain Areas Prohibited.* The erection and maintenance of telephone, cable television, telegraph, electric light and power poles, wires and appliances in the streets, alleys and public places of the city within the district described as Eighth Street from the south line of Indiana Avenue to the north line of Superior Avenue is prohibited and shall constitute a nuisance. However, any firm or corporation having previously legally erected telephone, cable television, telegraph or electric light and power poles on North Eighth Street within the limits described may construct conduits on such limited portions of such streets for placement of underground wires and cables. The location of the conduits shall be approved by the Department and shall be built in a safe, workmanlike and modern manner as approved by the Department.
- (12) *Compliance with Other Laws.* Obtaining a permit to excavate, install and/or occupy the right-of-way does not relieve Permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other City, county, state, or federal rules, laws or regulations. A permittee shall comply with all requirements of local, state and federal laws. A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.

(13) *Revocations, Suspensions, Refusals to Issue or Extend Permits.*

- (a) The Department may refuse to issue a permit or may revoke, suspend or refuse to extend an existing permit if it finds any of the following grounds:
1. The applicant or Permittee is required to be registered and has not done so.
  2. Issuance of a permit or installation of facilities for the requested date or location would interfere with an exhibition, celebration, festival or other event.
  3. Misrepresentation of any fact by the applicant or Permittee.
  4. Failure of the applicant or Permittee to maintain required bonds and/or insurance.
  5. Failure of the applicant or Permittee to complete work in a timely manner.
  6. The proposed activity is contrary to the public health, safety or welfare.
  7. The proposed activity requires above-ground structures causing safety issues including, but not limited to, sight-line safety, vision triangles, break-away structures, public plowing and snow storage, obstruction to municipal Police, Fire, and Rescue services, and related issues with the use of the right-of-way.
  8. The extent to which right-of-way space where the permit is sought is available.
  9. The competing demands for the particular space in the right-of-way.
  10. The availability of other locations in the right-of-way or in other rights-of-way for the facilities of the Permittee or applicant.
  11. The applicability of City ordinances, or other regulations of the right-of-way, including, but not limited to, Sections 86.16 (prohibiting interference with use of highway by the public) and 182.17 (prohibiting poles in front of residence or occupied business), Wis.

Stats., that affect the location, type, height, size and/or use of facilities in the right-of-way.

- (b) *Discretionary Issuance.* The Department may issue a permit where issuance is necessary (a) to prevent substantial economic hardship to a customer of the Permittee or applicant, or (b) to allow such customer to materially improve its utility service, or (c) to allow the Permittee or applicant to comply with state or federal law or City ordinances or an order of a court or administrative agency.
- (c) *Appeals.* Any person aggrieved by a decision of the Department revoking, suspending, refusing to issue or refusing to extend a permit may file a request for review with the Common Council. A request for review shall be filed within ten (10) days of the decision being appealed. Following a hearing, the Common Council may affirm, reverse or modify the decision of the Department.

(14) *Work Done Without a Permit.*

- (a) *Emergency Situations.* Each registrant shall immediately notify the City by verbal notice on an emergency phone number provided by the City of any event regarding its facilities that it considers to be an emergency. The registrant may proceed to take whatever actions are necessary to respond to the emergency. Within two business days after the occurrence of the emergency, the registrant shall apply for the necessary permits, pay the fees associated therewith and otherwise fully comply with the requirements of this ordinance.

If the City becomes aware of any emergency regarding a registrant's facilities, the Department may attempt to contact the local representative of each registrant affected, or potentially affected, by the emergency. The City may take such action it deems necessary to protect public safety as a result of the emergency, the cost of which shall be borne by the registrant whose facilities occasioned the emergency.

- (b) *Non-Emergency Situations.* Except in an emergency, any person who, without first having obtained the necessary permit, excavates, installs facilities within or otherwise attempts to occupy a right-of-way shall be subject to a stop-work order or other appropriate legal remedy, and must subsequently obtain a permit, and shall, in addition to any penalties prescribed by the Municipal Code, pay double the normal fee for said permit, pay any additional penalties for repeat occurrences provided

for in §110-244(b), pay double all the other fees required by this ordinance or other provisions of the Municipal Codes, deposit with the Department the fees necessary to correct any damage to the right-of-way, and comply with all of the requirements of this ordinance.

(15) *Location of Facilities.*

- (a) *Underground.* Unless in conflict with state or federal law, except when existing above-ground facilities are used, the installation of new facilities and replacement of old facilities shall be done underground or contained within buildings or other structures in conformity with applicable codes.
- (b) *Limitation of Space.* The Department may prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of persons to occupy and use the right-of-way. In making such determination, the Department shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but may prohibit or limit the placement of new or additional facilities when required to protect public health, safety or welfare.
- (c) *Attachment to Bridges.* Whenever an applicant or Permittee under this section requests permission to attach pipes, conduits, cables or wires to any City bridge structure, the applicant shall pay a fee of \$1,000 upon the granting of such permission to defray administrative expense in the analysis and inspection of such installation. The owner of such pipes, conduits, cables or wires shall be entitled to no compensation for removal or relocation of the same in the case of repair, removal, or replacement of said bridge structure by the City.

(16) *Relocation and Protection of Facilities.* A registrant shall promptly and at its own expense maintain, support, protect or relocate its facilities in the right-of-way whenever the City, or its agent, acting in its governmental capacity, requests such action to allow for public work in the right-of-way. The City, or its agent, shall issue a due date for the work to the local representative of not less than seventy-two (72) hours, which due date shall be reasonable and based upon the actions to be undertaken by the registrant. If requested, the registrant shall restore the right-of-way following the completion of the work. If a registrant fails to perform the actions required herein by the due date, in addition to all other available legal remedies available

to the City, the registrant shall be subject to forfeitures as provided in §122-1, Sheboygan Municipal Code. Notwithstanding the foregoing, a person shall not be required to remove or relocate its facilities from a right-of-way which has been vacated in favor of a nongovernmental entity unless the reasonable costs thereof are first paid to the person therefore.

(17) *City Right to Self-Help.* In the event that a registrant does not proceed to maintain, support, protect or relocate its facilities as ordered in subsection (16), the City may arrange to do the work and bill the registrant, said bill to be paid within thirty (30) days of the date mailing to the registrant.

(18) *Abandoned Facilities.*

(a) *Discontinued Operations.* A registrant who has determined to discontinue its operations in the City must either:

1. Provide information satisfactory to the Department that the registrant's obligations for its facilities under this ordinance have been lawfully assumed by another registrant; or
2. Submit to the Department a proposal and instruments for dedication of its facilities to the City. If a registrant proceeds under this clause, the City may, at its option:
  - a. accept the dedication for all or a portion of the facilities; or
  - b. require the registrant, at its own expense, to remove the facilities in the right-of-way at ground or above-ground level; or
  - c. require the registrant to post a bond or provide payment sufficient to reimburse the City for reasonably anticipated costs to be incurred in removing the facilities.

However, any registrant who has unusable and abandoned facilities in any right-of-way shall remove it from that right-of-way within two years, unless the Department waives this requirement in writing.

(b) *Abandoned Facilities.* Facilities of a registrant who fails to comply with subsection (18)(a)1, and which, for two (2) years, remain unused shall be deemed to be abandoned. Abandoned

facilities are deemed to be a public nuisance. In addition to any remedies or rights it has at law or in equity, the City may, at its option (i) abate the nuisance, (ii) take possession of the facilities, or (iii) require removal of the facilities by the registrant, or the registrant's successor in interest.

- (c) *Public Utilities.* This subsection (18) shall not apply to a public utility, as defined in §96.01(5), Wis. Stats., that is required to comply with §196.81, Wis. Stats.
- (19) *Reservation of Regulatory and Police Powers.* The City, by the granting of a permit to excavate, install facilities within, obstruct and/or occupy the right-of-way, or by registering a person under this ordinance, does not surrender, in any manner or to any extent lose, waive, impair or lessen the lawful powers and rights which it now has or which may be hereafter granted to the City under the Constitution and statutes of the state of Wisconsin to regulate the use of the right-of-way by the permittee; and the permittee, by its acceptance of a permit to excavate, obstruct and/or occupy the right-of-way or of registration under this ordinance, agrees that all lawful powers and rights, regulatory powers, or otherwise as are or the same may be from time to time vested in or reserved to the City, shall be in full force and effect, and permittee is subject to the regulatory and police powers of the City to adopt and enforce general ordinances and ordinances necessary to the health, safety and welfare of the public, and is deemed to agree to comply with all applicable general ordinances and ordinances enacted by the City pursuant to such powers.
- (20) *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.
- (21) *Penalty.* Except as otherwise provided herein, and in addition to all other legal remedies available to the City, any person who violates this ordinance or fails to comply with the provisions hereof shall be subject to forfeitures as provided in §110-2, Sheboygan Municipal Code."

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

VIII

R. C. No.       - 16 - 17      . By FINANCE. May 16, 2016.

Your Committee to whom was referred Res. No. 2-16-17 by Alderperson Wolf authorizing entering into a contract for buildings and property insurance coverage; 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

5.1

Res. No. 2 - 16 - 17. By Alderperson Wolf. May 2, 2016.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for buildings and property insurance coverage.

WHEREAS, City ordinance allows the purchase from or in cooperation with, other governmental agencies without competitive bids, and

WHEREAS, the State of Wisconsin Local Government Property Insurance Fund significantly increased the premiums for coverage and the Common Council approved cancellation of the policy effective June 1, 2016, and

WHEREAS, the Municipal Property Insurance Company (MPIC) was formed by three municipal insurance companies - Wisconsin Municipal Mutual Insurance Company, Cities and Villages Mutual Insurance Company, and the League of Wisconsin Municipal Mutual Insurance Company to provide a stable, long term solution for property insurance for Wisconsin local government entities, and

WHEREAS, the quote received from the Municipal Property Insurance Company is very reasonable.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with the Municipal Property Insurance Company (MPIC) to provide building and property insurance coverage at a cost of \$108,504 for the period June 1, 2016 through May 31, 2017.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Prepaid Insurance Account No. 705-155010 in payment of same.

*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

VI

R. C. No.       - 16 - 17      . By FINANCE. May 16, 2016.

Your Committee to whom was referred R. O. No. 14-16-17 by the City Clerk submitting a communication from Alderperson Bohren forwarding an email from Attorney Adams regarding a letter sent to Intermedix; recommends that the document be placed on file.

*Consent*

_____	_____
_____	_____
_____	_____

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

4.9

R. O. No. 14 - 16 - 17. By CITY CLERK. May 2, 2016.

Submitting a communication from Alderperson Bohren forwarding an email from Attorney Adams regarding a letter sent to Intermedix.

~~Inance~~  
File

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City Clerk

11

## Richards, Susan

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**From:** Alderperson Jim Bohren  
**Sent:** Tuesday, April 19, 2016 7:40 PM  
**To:** Richards, Susan  
**Cc:** Alderperson Todd Wolf; Romas, Mike; Buss, Nancy; Mayor Vandersteen  
**Subject:** FW: draft letter to Intermedix  
**Attachments:** Intermedix-notice of termination of agreement.doc

Sheboygan City Clerk Sue Richards - Sue

Please include Attorney Adams e-mail to me as a document for the May 2, 2016 Council meeting. Please refer it to the Finance Committee. Thank you.

### **Alderman Jim Bohren**

*Serving on the Sheboygan Common Council Since April, 2006.*

8th District - Wards 24, 25 & 26

City of Sheboygan, Wisconsin

920.452.1777

[jim.bohren@ci.sheboygan.wi.us](mailto:jim.bohren@ci.sheboygan.wi.us)

### **2015 - 2016 Committee Assignments**

Public Works Committee

Salaries & Grievances Committee

Capital Improvements Commission

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**From:** Adams, Charles  
**Sent:** Monday, April 18, 2016 6:54 PM  
**To:** Alderperson Jim Bohren  
**Cc:** Buss, Nancy; Romas, Mike  
**Subject:** FW: draft letter to Intermedix

Ald. Bohren—This is the letter that went out. I remembered incorrectly when I said I prepared it for Mr. Amodeo's signature—I signed it and Kathy sent it out from our office. I have not yet received any response.

Thanks,

Chuck Adams

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**From:** Adams, Charles  
**Sent:** Friday, April 08, 2016 10:58 AM  
**To:** Amodeo, James  
**Cc:** Buss, Nancy; Romas, Mike; Butler, Charles  
**Subject:** FW: draft letter to Intermedix

Jim—please review. If you approve, I will have Kathy send it out today.

Nancy/Chuck/Chief—if you have any comments, let me know.

Chuck Adams

April 8, 2016

**CERTIFIED MAIL -  
RETURN RECEIPT REQUESTED**

Intermedix Corporation  
Attention: Brad Williams, VP & CAO  
6451 North Federal Highway  
Suite 1000  
Fort Lauderdale, FL 33308

Dear Mr. Williams:

Pursuant to the Agreement Between the City of Sheboygan and Advanced Data Processing, Inc., a Subsidiary of Intermedix Corporation for Ambulance Billing and Related Professional Services, this letter is a notice of an event triggering termination. Paragraph 14.02(b) of the Agreement indicates that "if Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period."

This letter serves as written notice indicating that Intermedix has materially failed to perform the obligation in the Agreement. Specifically, Intermedix has not prepared and submitted initial claims and bills for client promptly upon receipt thereof, has not responded to client inquiry or questions promptly, and has not yet fully provided a system to permit real time electronic look-up access by the client or maintain records in an electronic format readily accessible by the client.

I understand that there have been some discussions back and forth between Intermedix personnel and City personnel. It is my hope that those continued discussions and negotiations will result in Intermedix fully coming into compliance with the Agreement before the 30-day period runs. However, given the

Brad Williams, VP & CAO  
April 8, 2016  
Page 2

circumstances, the City feels it must protect its interest in properly serving the citizens of the City of Sheboygan and properly billing users of the ambulance service by triggering the termination with cause clause.

Sincerely,

Charles C. Adams  
CITY ATTORNEY

CCA:kah

cc: Chief Mike Romas  
Jim Amodeo, Chief Administrative Officer  
Nancy Buss, Finance Director  
Deputy Chief Charles Butler

VIII

R. C. No.        - 16 - 17. By FINANCE. May 16, 2016.

Your Committee to whom was referred Res. No. 9-16-17 DIRECT REFERRAL by Alderperson Wolf authorizing termination of Tax Incremental District No. 7 and disburse excess increment to Overlying Taxing Districts; 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

Res. No. 9 - 16 - 17. **DIRECT REFERRAL.** By Alderperson Wolf. May 9, 2016.

A RESOLUTION authorizing termination of Tax Incremental District No. 7 and disburse excess increment to Overlying Taxing Districts.

WHEREAS, the City of Sheboygan created Tax Increment District No. 7 on May 16, 1994, and adopted a project plan in the same year, and

WHEREAS, all Tax Increment District No. 7 projects were completed in the prescribed allowed time, and

WHEREAS, sufficient increment was collected as of the 2015 tax roll, payable 2016, to cover Tax Increment District No. 7 project costs.

NOW, THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to dissolve/terminate Tax Increment District No. 7, and

BE IT FURTHER RESOLVED: That the City Clerk shall notify the Wisconsin Department of Revenue (DOR), within sixty (60) days of this resolution or prior to the deadline of May 16, 2016, whichever comes first, that the Tax Increment District has been terminated, and

BE IT FURTHER RESOLVED: That the City Clerk shall sign the required Wisconsin Department of Revenue (DOR) final accounting form (PE-223) agreeing on a date by which the City shall send final audited information to DOR; and

*Direct refer  
to Finance  
Approve*



BE IT FURTHER RESOLVED: That the City Finance Director shall distribute any excess increment collected after providing for ongoing expenses of the Tax Increment District, to the affected taxing districts with proportionate shares to be determined by the final audit of the City of Sheboygan's auditors, Schenck SC.

---

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. May 16, 2016.

Your Committee to whom was referred Res. No. 194-15-16 by Alderperson Hammond authorizing the purchase of 605 South Wildwood Ave. for future park expansion purchases; recommends passing the Resolution.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.2


Res. No. 194- 15 - 16. By Alderperson Hammond. April 18, 2016.

A RESOLUTION authorizing the purchase of 605 South Wildwood Avenue for future park expansion purposes.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Residential Offer to Purchase between the City of Sheboygan and Tim Menzer.

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

*Finance of Council  
the new  
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

III



57 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this  
 58 Offer at lines 165-172 or 435-442 or in an addendum attached per line 434. At time of Buyer's occupancy, Property shall be in  
 59 broom swept condition and free of all debris and personal property except for personal property belonging to current tenants,  
 60 or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

61 **DEFINITIONS**

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

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

- 66 a. Defects in the roof.
- 67 b. Defects in the electrical system.
- 68 c. Defects in part of the plumbing system (including the water heater, water softener and swimming pool) that is included in  
 69 the sale.
- 70 d. Defects in the heating and air conditioning system (including the air filters and humidifiers).
- 71 e. Defects in the well, including unsafe well water.
- 72 f. Property is served by a joint well.
- 73 g. Defects in the septic system or other sanitary disposal system.
- 74 h. Underground or aboveground fuel storage tanks on or previously located on the Property. (If "yes", the owner, by law,  
 75 may have to register the tanks with the Department of Commerce at P.O. Box 7970, Madison, Wisconsin, 53707, whether  
 76 the tanks are in use or not. Regulations of the Department of Commerce may require the closure or removal of unused  
 77 tanks.)
- 78 i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased).
- 79 j. Defects in the basement or foundation (including cracks, seepage and bulges).
- 80 k. Property is located in a floodplain, wetland or shoreland zoning area.
- 81 l. Defects in the structure of the Property.
- 82 m. Defects in mechanical equipment included in the sale either as Fixtures or personal property.
- 83 n. Boundary or lot line disputes, encroachments or encumbrances (including a joint driveway).
- 84 o. Defect caused by unsafe concentrations of, or unsafe conditions relating to, radon, radium in water supplies, lead in paint,  
 85 lead in soil, lead in water supplies or plumbing system, or other potentially hazardous or toxic substances on the Property.  
 86 **NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential**  
 87 **properties built before 1978.**
- 88 p. Presence of asbestos or asbestos-containing materials on the Property.
- 89 q. Defect caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances  
 90 on neighboring properties.
- 91 r. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal or other insect  
 92 infestations.
- 93 s. Defects in a wood burning stove or fireplace or Defects caused by a fire in a stove or fireplace or elsewhere on the  
 94 Property.
- 95 t. Remodeling affecting the Property's structure or mechanical systems or additions to Property during Seller's ownership  
 96 without required permits.
- 97 u. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition.
- 98 v. Notice of property tax increases, other than normal annual increases, or pending property reassessment.
- 99 w. Remodeling that may increase Property's assessed value.
- 100 x. Proposed or pending special assessments.
- 101 y. Property is located within a special purpose district, such as a drainage district, that has the authority to impose  
 102 assessments against the real property located within the district.
- 103 z. Proposed construction of a public project that may affect the use of the Property.
- 104 aa. Subdivision homeowners' associations, common areas co-owned with others, zoning violations or nonconforming uses,  
 105 rights-of-way, easements or another use of a part of the Property by non-owners, other than recorded utility easements.
- 106 bb. Structure on the Property is designated as an historic building or part of the Property is in an historic district.
- 107 cc. Any land division involving the Property for which required state or local permits had not been obtained.
- 108 dd. Violation of state or local smoke and carbon monoxide detector laws.
- 109 ee. High voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the  
 110 Property.
- 111 ff. The Property is subject to a mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules related  
 112 to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to  
 113 shoreland conditions, enforceable by the county.
- 114 gg. Other Defects affecting the Property.

115 **(Definitions Continued on page 4)**

116 **CLOSING** This transaction is to be closed no later than May 31, 2016  
117 at the place selected by Seller, unless otherwise agreed by the Parties in writing.

118 **CLOSING PRORATIONS** The following items, if applicable, shall be prorated at closing, based upon date of closing values:  
119 real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owner's association  
120 assessments, fuel and None

121 **CAUTION: Provide basis for utility charges, fuel or other prorations if date of closing value will not be used.**  
122 Any income, taxes or expenses shall accrue to Seller, and be prorated at closing, through the day prior to closing.

123 Real estate taxes shall be prorated at closing based on [CHECK BOX FOR APPLICABLE PRORATION FORMULA]:  
124  The net general real estate taxes for the preceding year, or the current year if available (Net general real estate  
125 taxes are defined as general property taxes after state tax credits and lottery credits are deducted) (NOTE: THIS CHOICE  
126 APPLIES IF NO BOX IS CHECKED)

127  Current assessment times current mill rate (current means as of the date of closing)  
128  Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior  
129 year, or current year if known, multiplied by current mill rate (current means as of the date of closing)  
130

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

135  Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on  
136 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  
137 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall  
138 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation  
139 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

140 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights  
141 under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the  
142 (written) (oral) **STRIKE ONE** lease(s), if any, are N/A  
143 . Insert additional terms, if any, at lines 165-172 or 435-442 or attach as an addendum per line 434.

144 **RENTAL WEATHERIZATION** This transaction (is) (is not) **STRIKE ONE** exempt from Wisconsin Rental Weatherization  
145 Standards (Wis. Admin. Code Ch. Comm 67). If not exempt, (Buyer) (Seller) **STRIKE ONE** ("Buyer" if neither is stricken) shall  
146 be responsible for compliance, including all costs, with Wisconsin Rental Weatherization Standards. If Seller is responsible for  
147 compliance, Seller shall provide a Certificate of Compliance at closing.

148 **REAL ESTATE CONDITION REPORT** Wisconsin law requires owners of property which includes 1-4 dwelling units to  
149 provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been  
150 inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example,  
151 personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The  
152 law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the  
153 contract of sale . . . , to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does  
154 not receive a report within the 10 days may, within 2 business days after the end of that 10 day period, rescind the contract of  
155 sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission  
156 rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is  
157 submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding  
158 rescission rights.

159 **PROPERTY CONDITION REPRESENTATIONS** Seller represents to Buyer that as of the date of acceptance Seller has no  
160 notice or knowledge of Conditions Affecting the Property or Transaction (lines 64-114) other than those identified in Seller's  
161 Real Estate Condition Report dated 4/11/16, which was received by Buyer prior to Buyer  
162 signing this Offer and which is made a part of this Offer by reference **COMPLETE DATE OR STRIKE AS APPLICABLE** and  
163

164 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT**

165 **ADDITIONAL PROVISIONS/CONTINGENCIES** Buyer purchases property "As Is". Buyer to pay  
166 all closing costs. Buyer also responsible for all hard surface requirements made by the  
167 city.

168 \_\_\_\_\_  
169 \_\_\_\_\_  
170 \_\_\_\_\_  
171 \_\_\_\_\_  
172 \_\_\_\_\_

173 **DEFINITIONS CONTINUED FROM PAGE 2**

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

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

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

194 **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softener or other water  
 195 conditioning systems, home entertainment and satellite dish components, L.P. tanks, etc.) on lines 17-18.**

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

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

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

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

206 **PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING** Seller shall maintain the Property until the earlier of  
 207 closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary  
 208 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,  
 209 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  
 210 than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed  
 211 such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer.  
 212 Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any,  
 213 relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on  
 214 such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall  
 215 be held in trust for the sole purpose of restoring the Property.

IF LINE 217 IS NOT MARKED OR IS MARKED N/A LINES 257-263 APPLY.

216  
217  **FINANCING CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written \_\_\_\_\_  
218 \_\_\_\_\_ [INSERT LOAN PROGRAM OR SOURCE] first mortgage  
219 loan commitment as described below, within \_\_\_\_\_ days of acceptance of this Offer. The financing selected shall be in an  
220 amount of not less than \$ \_\_\_\_\_ for a term of not less than \_\_\_\_\_ years, amortized over not less than  
221 \_\_\_\_\_ years. Initial monthly payments of principal and interest shall not exceed \$ \_\_\_\_\_. Monthly payments may  
222 also include 1/12th of the estimated net annual real estate taxes, hazard insurance premiums, and private mortgage insurance  
223 premiums. The mortgage may not include a prepayment premium. Buyer agrees to pay discount points and/or loan origination  
224 fee in an amount not to exceed \_\_\_\_\_ % of the loan. If the purchase price under this Offer is modified, the financed  
225 amount, unless otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and  
226 the monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.

227 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 228 or 229.**

228  **FIXED RATE FINANCING:** The annual rate of interest shall not exceed \_\_\_\_\_ %.  
229  **ADJUSTABLE RATE FINANCING:** The initial annual interest rate shall not exceed \_\_\_\_\_ %. The initial interest  
230 rate shall be fixed for \_\_\_\_\_ months, at which time the interest rate may be increased not more than \_\_\_\_\_ % per  
231 year. The maximum interest rate during the mortgage term shall not exceed \_\_\_\_\_ %. Monthly payments of principal  
232 and interest may be adjusted to reflect interest changes.

233 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines  
234 165-172 or 435-442 or in an addendum attached per line 434.

235 **BUYER'S LOAN COMMITMENT:** Buyer agrees to pay all customary loan and closing costs, to promptly apply for a  
236 mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described  
237 in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no  
238 later than the deadline at line 219. **Buyer and Seller agree that delivery of a copy of any written loan commitment to  
239 Seller (even if subject to conditions) shall satisfy Buyer's financing contingency if, after review of the loan  
240 commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall  
241 accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of  
242 unacceptability.**

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

247 **SELLER TERMINATION RIGHTS:** If Buyer does not make timely delivery of said commitment; Seller may terminate this  
248 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  
249 commitment.

250 **FINANCING UNAVAILABILITY:** If financing is not available on the terms stated in this Offer (and Buyer has not already  
251 delivered an acceptable loan commitment for other financing to Seller), Buyer shall promptly deliver written notice to Seller of  
252 same including copies of lender(s) rejection letter(s) or other evidence of unavailability. Unless a specific loan source is  
253 named in this Offer, Seller shall then have 10 days to deliver to Buyer written notice of Seller's decision to finance this  
254 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  
255 extended accordingly. If Seller's notice is not timely given, this Offer shall be null and void. Buyer authorizes Seller to obtain  
256 any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

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

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

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

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

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

281 If **Buyer defaults**, Seller may:

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

285 If **Seller defaults**, Buyer may:

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

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

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

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

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

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

304  **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's  
 305 property located at \_\_\_\_\_, no later than \_\_\_\_\_. If Seller accepts  
 306 a bona fide secondary offer, Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written  
 307 waiver of the Closing of Buyer's Property Contingency and \_\_\_\_\_  
 308

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

312  **SECONDARY OFFER:** This Offer is secondary to a prior accepted offer. This Offer shall become primary upon delivery  
 313 of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior  
 314 to any deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers.  
 315 Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice  
 316 that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than \_\_\_\_ days after acceptance of this Offer. All  
 317 other Offer deadlines which are run from acceptance shall run from the time this Offer becomes primary.

318 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3)  
 319 occupancy; (4) date of closing; (5) contingency Deadlines **STRIKE AS APPLICABLE** and all other dates and Deadlines in this  
 320 Offer except: N/A  
 321

322 \_\_\_\_\_ . If "Time is of the Essence" applies to a date or  
 323 Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to  
 324 a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.

325 **TITLE EVIDENCE**

326 **CONVEYANCE OF TITLE:** Upon payment of the purchase price, Seller shall convey the Property by warranty deed  
 327 (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as  
 328 provided herein), free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements  
 329 entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use  
 330 restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate  
 331 Condition Report and in this Offer, general taxes levied in the year of closing and No other  
 332 \_\_\_\_\_  
 333 \_\_\_\_\_  
 334

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

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

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

343 **GAP ENDORSEMENT:** Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's)  
 344 **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after  
 345 the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy  
 346 exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap  
 347 coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 353-359).

348 **PROVISION OF MERCHANTABLE TITLE:** For purposes of closing, title evidence shall be acceptable if the required title  
 349 insurance commitment is delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to  
 350 the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 326-335,  
 351 subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and  
 352 exceptions, as appropriate.

353 **TITLE NOT ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of  
 354 objections to title by the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to  
 355 remove the objections, and the time for closing shall be extended as necessary for this purpose. In the event that Seller is  
 356 unable to remove said objections, Buyer shall have 5 days from receipt of notice thereof, to deliver written notice waiving the  
 357 objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, this Offer shall be  
 358 null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give  
 359 merchantable title to Buyer.

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

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

369 **EARNEST MONEY**

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

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

376 ■ **DISBURSEMENT:** If negotiations do not result in an accepted offer, the earnest money shall be promptly disbursed (after  
377 clearance from payor's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money.  
378 At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest  
379 money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said  
380 disbursement agreement has not been delivered to broker within 60 days after the date set for closing, broker may disburse  
381 the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller;  
382 (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)  
383 any other disbursement required or allowed by law. Broker may retain legal services to direct disbursement per (1) or to file an  
384 interpleader action per (2) and broker may deduct from the earnest money any costs and reasonable attorneys fees, not to  
385 exceed \$250, prior to disbursement.

386 ■ **LEGAL RIGHTS/ACTION:** Broker's disbursement of earnest money does not determine the legal rights of the Parties in  
387 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  
388 disbursement per (1) or (4) above, broker shall send Buyer and Seller notice of the disbursement by certified mail. If Buyer or  
389 Seller disagree with broker's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement.  
390 Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with 1-4  
391 dwelling units and certain other earnest money disputes. Buyer and Seller should consider consulting attorneys regarding their  
392 legal rights under this Offer in case of a dispute. Both Parties agree to hold the broker harmless from any liability for good faith  
393 disbursement of earnest money in accordance with this Offer or applicable Department of Regulation and Licensing  
394 regulations concerning earnest money. See Wis. Admin. Code Ch. RL 18.

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

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

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

410  **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 395-409). This  
411 Offer is contingent upon a Wisconsin registered home inspector performing a home inspection of the Property which discloses  
412 no Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party  
413 performing an inspection of N/A

414 \_\_\_\_\_ (list any Property component(s) to be separately inspected, e.g.,  
415 swimming pool, roof, foundation, chimney, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be  
416 responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a written report resulting  
417 from an authorized inspection, provided they occur prior to the deadline specified at line 421. Inspection(s) shall be performed  
418 by a qualified independent inspector or independent qualified third party.

419 **CAUTION: Buyer should provide sufficient time for the home inspection and/or any specialized inspection(s), as well**  
420 **as any follow-up inspection(s).**

421 This contingency shall be deemed satisfied unless Buyer, within 0 days of acceptance, delivers to Seller a copy of the  
422 written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice  
423 of Defects).

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

425 For the purposes of this contingency, Defects (see lines 182-184) do not include structural, mechanical or other conditions the  
426 nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

427 **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have a right to cure the Defects. If  
428 Seller has right to cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of  
429 Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects; (2) curing the Defects in a good and  
430 workmanlike manner; and (3) delivering to Buyer a written report detailing the work done within 3 days prior to closing. This  
431 Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and: (1)  
432 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  
433 or (b) Seller does not timely deliver the written notice of election to cure.

434  **ADDENDA:** The attached \_\_\_\_\_ is/are made part of this Offer.

435 **ADDITIONAL PROVISIONS/CONTINGENCIES** Earnest monies to be held by Title Company. This is  
436 a cash offer. This offer is contingent on the approval of the City Council. This is an As  
437 Is Purchase. There is no commission paid on this offer.

443 This Offer was drafted by [Licensee and Firm] Susan J. Lessard  
444 JNS Property Management LLC on April 11, 2016

445 (x) \_\_\_\_\_ Date ▲  
446 Buyer's Signature ▲ Print Name Here ▶ City of Sheboygan

447 (x) \_\_\_\_\_ August 4, 2014  
448 Buyer's Signature ▲ Print Name Here ▶ \_\_\_\_\_ Date ▲

449 **EARNEST MONEY RECEIPT** Broker acknowledges receipt of earnest money as per line 10 of the above Offer.

450 \_\_\_\_\_ Broker (By) \_\_\_\_\_

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

455 (x) \_\_\_\_\_ April 11, 2016  
456 Seller's Signature ▲ Print Name Here ▶ Tim Menzer Date ▲

457 (x) \_\_\_\_\_ Date ▲  
458 Seller's Signature ▲ Print Name Here ▶ \_\_\_\_\_

459 This Offer was presented to Seller by [Licensee and Firm] Susan J. Lessard  
460 JNS Property Management LLC on April 11, 2016 at \_\_\_\_\_ a.m./p.m.

461 This Offer is rejected \_\_\_\_\_ This Offer is countered [See attached counter] \_\_\_\_\_  
462 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

**ADDENDUM A TO THE OFFER TO PURCHASE**

1 This Addendum is made part of the Offer to Purchase dated April 11, 2016, made by City of Sheboygan  
2 \_\_\_\_\_ (Buyer), with respect to the Property at 605 South Wildwood Ave,  
3 Sheboygan, WI 53081

4 **CAUTION: BUYER MUST INCLUDE CONTINGENCIES IN THIS OFFER FOR ANY TESTS OR INSPECTIONS BUYER CHOOSES TO CONDUCT.**  
5 **SPECIFIC ADDENDA ARE AVAILABLE FOR TESTING OR EVALUATION OF PRIVATE WELLS, WELL WATER, SEPTIC SYSTEMS, LEAD-BASED**  
6 **PAINT, WETLANDS AND LEAD/ARSENIC PESTICIDES.**

7 **OPTIONAL PROVISIONS** Terms preceded by an open box(  ) are part of this addendum only if marked, such as with an "x." They are not part  
8 of this Addendum if marked "n/a" or are left blank.

9  **TESTING CONTINGENCY (includes lines 9-23):** This Offer is contingent upon (Buyer obtaining)(Seller providing)  **STRIKE ONE** ("Buyer  
10 obtaining" if neither stricken) a current written report from a qualified independent expert documenting the results of the following test(s)  
11 conducted pursuant to applicable government or industry protocols and standards (*indicate substances or compounds to be tested, e.g., radon,*  
12 *asbestos, mold, etc*): \_\_\_\_\_, within

13 \_\_\_\_\_ days of acceptance ("*21" days if left blank*), at (Buyer's)(Seller's)  **STRIKE ONE** expense ("*Buyer's" if neither stricken*). This testing  
14 contingency shall be deemed satisfied unless Buyer, within five days of the earlier of 1) Buyer's receipt of the testing report(s) or 2) the deadline for  
15 delivery of said report(s), delivers to Seller, and to listing broker if Property is listed, a copy of the testing report(s) and a written notice  
16 identifying the Defect(s) to which Buyer objects (Notice of Defects). For purposes of this Testing Contingency, Defects (as defined in the Offer) do not  
17 include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing the Offer.

18 **Right To Cure:** Seller (shall) (shall not)  **STRIKE ONE** have the right to cure ("*Shall" if neither stricken*). If Seller has the right to cure, Seller  
19 may satisfy this contingency by: (1) delivering to Buyer, within 10 days of Buyer's delivery of the Notice of Defects to Seller, a written notice  
20 stating Seller's election to cure, (2) curing the defects in a good and workmanlike manner and (3) delivering to Buyer a report detailing the work  
21 done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written testing  
22 report(s) and (1) Seller does not have the right to cure or (2) Seller has a right to cure but (a) Seller delivers written notice to Buyer stating that  
23 Seller will not cure or (b) Seller does not timely deliver written notice of Seller's election to cure.

24  **CLOSING:** The Parties agree that the closing shall be held at (the place selected by Buyer's lender) (the place selected by Buyer)  
25 ( \_\_\_\_\_ )  **STRIKE AND COMPLETE AS APPLICABLE** .

26  **ASSOCIATION FEE:** Buyer acknowledges the (monthly)(quarterly)(annual)  **STRIKE TWO** association fee of \$ \_\_\_\_\_ .

27 **NOTE: Buyer has been informed of the availability of a limited home warranty plan.**

28  **HOME WARRANTY PLAN:** A limited home warranty plan for a term of one year shall be included, effective on the date of closing,  
29 provided the Property qualifies for the warranty plan. The cost of the home warranty shall not exceed \$ \_\_\_\_\_ and will be paid  
30 by (Seller) (Buyer)  **STRIKE ONE** ("*Seller" if neither is stricken*) at closing. The warranty plan will be provided by the (listing) (cooperating)  
31  **STRIKE ONE** broker ("*listing" if neither stricken*). Buyer is advised that a home inspection may detect pre-existing conditions which may not be  
32 covered under the warranty plan.

33  **SURVEY MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing)  **STRIKE ONE** ("*Seller providing"*  
34 *if neither stricken*) a map of the Property prepared by a Wisconsin licensed land surveyor, within \_\_\_\_\_ days of acceptance, at (Buyer's) (Seller's)  
35  **STRIKE ONE** ("*Seller's" if neither stricken*) expense. The map shall identify the legal description of the Property, Property boundaries and  
36 boundary line dimensions, visible encroachments, the location of improvements and: \_\_\_\_\_ .

37  **STRIKE AND COMPLETE AS APPLICABLE** (Additional map specifications and features may include, but are not limited to: staking all  
38 Property corners; specifying how current the map must be; identifying streets, length of street frontage, legal access, length of water  
39 frontage, total acreage or square footage, utilities, easements and/or rights-of-way. **CAUTION: Consider the cost and the need for map**  
40 **features before selecting them.**) The map shall show no significant encroachment(s) or any information materially inconsistent with any prior  
41 representations to Buyer. This contingency shall be deemed satisfied unless Buyer, within 5 days of the earlier of: 1) Buyer's receipt of the map,  
42 or 2) the deadline for provision of said map, delivers to Seller, and to listing broker if Property is listed, a copy of the map and a written notice  
43 which identifies the significant encroachment or the information materially inconsistent with prior representations.

44  **Federal VA and FHA Mortgage:** If this Offer is contingent upon Buyer obtaining a FHA or Federal VA loan, it is also contingent upon the Parties  
45 executing an FHA or Federal VA amendment to the contract which shall give Buyer the right to terminate the Offer if the Property fails to appraise for  
46 the purchase price. Seller also agrees to pay lender at time of closing, a tax service fee not to exceed \$100.00.

47  **Federal VA Mortgage:** (Buyer)(Seller)  **STRIKE ONE** ("*Seller" if neither is stricken*) agrees to pay the entire funding fee not to exceed \_\_\_\_\_ % (0% if  
48 not filled in) of the mortgage amount. NOTE: Funding fee may not be divided between the parties. Buyer agrees to pay all other costs of securing financing.

49  **State VA Mortgage:** (Buyer)(Seller)  **STRIKE ONE** ("*Seller" if neither is stricken*) agrees to pay the loan origination fee not to exceed \_\_\_\_\_ %  
50 (0% if not filled in) of the mortgage amount. Buyer agrees to pay all other costs of securing financing.

51  **Seller's Contribution:** Seller shall give Buyer a loan cost credit at closing in the amount of \$ \_\_\_\_\_ (Zero if left blank)  
52 to assist Buyer in purchasing the Property. This is exclusive of any loan fees indicated on the offer to purchase.

53  **READING/UNDERSTANDING:** By initialing and dating below, each Party acknowledges they have received and carefully read both pages of this  
54 Addendum. (Initialing below by Seller does not signify acceptance or agreement with the terms of this Addendum.)

55 (X) \_\_\_\_\_ (X) \_\_\_\_\_ (X) CAJ 4/11/16 (X) \_\_\_\_\_  
56 Buyer's Initials ▲ Date ▲ Buyer's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲ Seller's Initials ▲ Date ▲

57 ■ **BUYER'S RESPONSIBILITY TO ASCERTAIN CONDITION OF THE PROPERTY:** Buyer acknowledges that it is Buyer's responsibility to make certain  
 58 that the Property is in a condition that Buyer finds acceptable. Buyer acknowledges that Buyer has made such inspections, tests,  
 59 evaluations and independent inquiries as Buyer deemed necessary concerning the Property and existing and proposed conditions and services in  
 60 the surrounding area. Buyer acknowledges that in purchasing this Property, Buyer has relied on Buyer's independent inspection and  
 61 analysis of the Property and upon the statements, disclosures and representations contained in this Offer, Seller's property condition report (if any)  
 62 and any other written statements provided to Buyer. Buyer further acknowledges that neither Seller nor any real estate agents involved in this  
 63 transaction have made any representations concerning the Property or the transaction other than those stated in, or incorporated by  
 64 reference into, this Offer, or otherwise provided to the Buyer in writing. Buyer agrees that Buyer has not requested Seller nor has any real  
 65 estate agent offered to verify the accuracy of any of Seller's or any other third party's statements, disclosures or representations contained in this Offer  
 66 unless the request is specifically stated in this Offer.

67 ■ **HAZARDOUS SUBSTANCES:** The Parties are aware that newsmedia and other public information sources indicate that asbestos, lead-based paint,  
 68 lead in drinking water, unsafe levels of mold, radium, radon gas and other toxic substances and chemicals within a structure or in soils or water  
 69 supplies can cause serious health hazards. Past flooding, water intrusion or leaking or excessive dampness may result in mold growth that may  
 70 present health risks. Synthetic stucco and wood composite exterior house siding have been associated with moisture and mold  
 71 related problems. Chinese drywall may emit sulfur odors and cause corrosion. Seller represents that, to the best of Seller's knowledge, the  
 72 Property does not contain asbestos, lead-based paint, excessive moisture or water intrusions, abnormal or unsafe concentrations of mold, radon  
 73 gas, lead, radium, Chinese drywall or other toxic or harmful substances or chemicals, and that there has been no past flooding, water  
 74 intrusion, leaking or excessive moisture in the Property. It is recommended that Buyer (a) direct the real estate agents in this transaction to draft  
 75 appropriate testing or investigation contingencies and (b) retain appropriate independent experts to test and evaluate the Property with respect to these  
 76 substances and situations. See the caution at lines 4-6 and the Testing Contingency at lines 9-23 of this Addendum.

77 ■ **INSPECTIONS, TESTS AND OPINIONS:** It is recommended that Buyer have the Property and specific Property components of concern  
 78 inspected by a Wisconsin registered home inspector and qualified independent inspectors/experts. Real estate agents in this transaction may  
 79 furnish a list of qualified, independent inspectors and testers to the Parties. Unless provided in writing, no representation has been made as to  
 80 the competency of these inspectors/testers. The Party responsible for obtaining an inspection or test shall be solely responsible for  
 81 determining the qualifications of the inspector and tester. If a broker orders any inspection or test on behalf of a Party in this transaction, the Parties  
 82 agree to hold the broker harmless for any damages or liability resulting from the inspection or test, other than that caused by the  
 83 broker's negligence or intentional wrongdoing.

84 ■ **UNDERGROUND PETROLEUM PRODUCT STORAGE TANKS AND BASEMENT FUEL OIL TANKS:** Seller has no knowledge of any  
 85 petroleum product contamination on the Property. If there is an abandoned underground storage tank (UST) on the Property, Seller shall, prior to  
 86 closing, have a certified remover close the UST and remove it from the Property in conformance with current federal, state and local UST  
 87 regulations, and provide Buyer with documentation, including the certified remover's report, confirming such UST closure at least 5 days prior to  
 88 closing. Buyer's purchase of the Property may trigger the requirement to remove any USTs previously filled with water or inert solids and closed in  
 89 place. Seller shall provide Buyer at least 5 days prior to closing with documentation confirming that any in-use UST is registered and meets all  
 90 current state overfill and spill prevention, corrosion protection and operating standards. Buyer shall notify the Department of Commerce of the change  
 91 of ownership of any in-use UST within 15 days of closing. Closures of basement heating oil tanks do not require a certified remover and the tank need  
 92 not be removed from the site. Find local Commerce tank staff contact information: <http://commerce.wi.gov/ER/ER-BST-StaffStateMap.html>

93 ■ **MUNICIPAL REPORT/ CODE COMPLIANCE:** Seller agrees to provide Buyer with written verification of paid real estate taxes, current or planned  
 94 special assessments and any unpaid municipal charges affecting the Property, if such a statement is available from the municipality in which the  
 95 Property is located. This statement shall be provided prior to closing, at Seller's expense. Seller also shall provide, at Seller's cost, any Certificate of  
 96 Code Compliance, Occupancy Permit or similar government documentation as may be required under applicable municipal code at or before closing.

97 ■ **ZONING AND BUILDING RESTRICTIONS, COMPREHENSIVE PLANS AND NON-CONFORMING STRUCTURES:** Municipal zoning and  
 98 building restrictions currently affect the use of the Property, and comprehensive plans, while strictly advisory, may affect the future use or value of  
 99 the Property by influencing future development (residential, commercial, transit systems, etc.) in the municipality. Buyer is informed that some  
 100 buildings are considered legal non-conforming structures because they no longer conform to current dimensional zoning standards due to  
 101 zoning standards and ordinances enacted after the building was constructed. Significant restrictions may limit Buyer's ability to remodel,  
 102 repair, replace or enlarge an existing non-conforming structure (consider special hazard insurance if Property is non-conforming). Buyer is  
 103 encouraged to contact the appropriate municipal authorities regarding zoning and building restrictions and comprehensive plans if these issues are  
 104 material to Buyer's decision to purchase.

105 ■ **INSURANCE ISSUES:** The claims history of the Property, Buyer's credit history (credit score), Buyer's insurance claims history, Buyer's lifestyle  
 106 (e.g., large dogs, trampoline, etc.) and the condition of the Property, including the type of electrical service (tube or aluminum wiring, fuses, less than  
 107 100 amps) and the hazards described at lines 67-76, may substantially increase Buyer's homeowner's insurance premiums or make the Property  
 108 difficult to insure. Seller agrees to allow representatives of Buyer's insurance company reasonable access to the Property upon advance notice for  
 109 inspections required for Buyer's homeowner's insurance application or policy. Buyer agrees to apply for insurance promptly to ensure insurance  
 110 coverage will be in place upon closing. The Parties are advised to contact their insurance agents with questions regarding insurability conditions and costs.

111 ■ **FLOOD PLAINS/WETLANDS/SHORELAND:** Professional assistance may be required to interpret flood plain, wetlands and shoreland maps. If  
 112 Buyer's lender requires flood plain insurance, Buyer agrees to pay the cost of the flood plain insurance.

113 **BUYER AND SELLER ARE ADVISED THAT THIS ADDENDUM CONTAINS PROVISIONS THAT MAY NOT BE APPROPRIATE IN ALL**  
 114 **TRANSACTIONS. NO REPRESENTATION IS MADE THAT THE PROVISIONS OF THIS ADDENDUM ARE APPROPRIATE, ADEQUATE OR LEGALLY**  
 115 **SUFFICIENT FOR ANY SPECIFIC TRANSACTION. BUYER AND SELLER ARE ENCOURAGED TO CONSULT WITH THEIR OWN LEGAL COUNSEL**  
 116 **REGARDING THE PROVISIONS OF THE OFFER AND THIS ADDENDUM.**

**IX**

R. C. No. \_\_\_\_\_ - 16 - 17. By PUBLIC PROTECTION AND SAFETY. May 16, 2016.

Your Committee to whom was referred R. C. No. 9-16-17 by Public Protection and Safety and Gen. Ord. No. 57-15-16 by Alderperson Thiel removing the stop signs at the northwest and southeast corners of Wisconsin Ave. and N. 7<sup>th</sup> St.; recommends that the Ordinance be passed.

*Consent*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

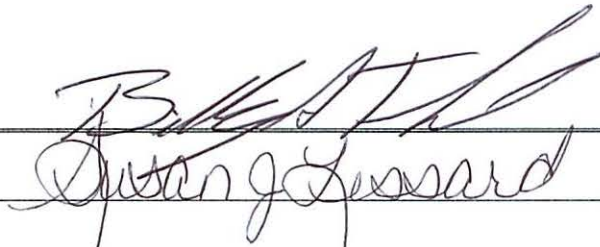
**IX**

6.4

R. C. No. 9 - 16 - 17. By PUBLIC PROTECTION AND SAFETY. May 2, 2016.

Your Committee to whom was referred Gen. Ord. No. 57-15-16 by Alderperson Thiel removing the stop signs at the northwest and southeast corners of Wisconsin Ave. and N. 7<sup>th</sup> St.; recommends that the Ordinance be referred to Public Protection and Safety.

*PP&S.  
approve*

  
\_\_\_\_\_  
Justin J. Lussard  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**X**

7.4

Gen. Ord. No. 57 - 15 - 16. By Alderperson Thiel. April 6, 2016.

AN ORDINANCE removing the stop signs at the northwest and southeast corners of Wisconsin 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 removed, therefore not requiring northbound and southbound traffic on North 7th Street to stop at the intersection of North 7th Street and Wisconsin Avenue.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to remove the signs located at the northwest and southeast corners of Wisconsin Avenue and North 7th Street to give notification of the aforementioned change.

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

*PP & S.  
approve May 2nd.*

*B. Thiel*  
\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

II

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

Submitting a claim from American Orthodontics Corp. for a refund for personal property taxes assessed for the 2015 tax year.

\_\_\_\_\_  
City Clerk

*Finance*

'16 AM 11:21



American Orthodontics  
3524 Washington Avenue  
Sheboygan, WI 53081

www.americanortho.com

1 800 558 7687  
+1 920 457 5051 office  
+1 920 457 1485 fax

May 5, 2016

Ms. Susan Richards  
City Clerk – City Of Sheboygan  
828 Center Ave.  
Sheboygan, WI 53081-4442

MAY 9 '16 AM 11:22  
Claim # 02-16

**Re: American Orthodontics Corp.**

**2015 personal property tax**

**Local Key Number 59281990080**

Dear Ms. Richards:

We hereby file a claim for refund under Wisconsin Statutes 74.37 [Claim on excessive assessment] for personal property taxes assessed to this taxpayer for the 2015 tax year. The claim relates to property that was deemed exempt by the State Board of Assessors.

American Orthodontics Corp. filed a manufacturing personal property tax return for the 2015 tax year with the Department of Revenue. A timely appeal was filed to the Board of Assessors contesting the value determined by the Department of Revenue. The Board of Assessors issued their determination on March 31, 2016 reducing the full value from \$4,900,700 to \$2,646,500 (see attachment). Using the 2015 Sheboygan rate of \$25.9678587 per \$1000, the net refund would be \$58,536.75.

American Orthodontics Corp. paid the assessed 2015 tax of \$127,260.68 on January 25, 2016. Therefore, the claim for refund is in the amount of \$58,536.75 plus any applicable interest under 74.37(5).

Sincerely,

A handwritten signature in blue ink that reads 'Kristine Blommel'.

Kristine Blommel, CFO

American Orthodontics Corporation

enclosure

**STATE BOARD OF ASSESSORS  
NOTICE OF DETERMINATION**

**AMERICAN ORTHODONTICS CORP, PETITIONER  
APPEAL NO. 81-056-PPO-15  
STATE IDENTIFICATION NO. 81-59-281-P-000013288**

VS

**WISCONSIN DEPARTMENT OF REVENUE, RESPONDENT**

**TO:  
AMERICAN ORTHODONTICS CORP  
PO BOX 1048  
SHEBOYGAN WI 53082-1048**

**AND:  
SUSAN RICHARDS - CLERK  
C OF SHEBOYGAN  
828 CENTER AVE  
SHEBOYGAN WI 53081-4442**

PLEASE TAKE NOTICE that the objection to the 2015 assessment for the above-listed account has been reviewed by the State Board of Assessors pursuant to sec. 70.995 (8)(a), Wis. Stats., and that this Board has determined that the property in question be assessed as follows:

AGGREGATE RATIO: 0.995643990

	<u>ORIGINAL FULL VALUE ASSESSMENT</u>	<u>REVISED FULL VALUE ASSESSMENT</u>	<u>ORIGINAL EQUATED VALUE ASSESSMENT</u>	<u>REVISED EQUATED VALU ASSESSMENT</u>
Boats & Watercraft	\$0	\$0	\$0	\$0
Machinery & Equipment	\$635,500	\$150,900	\$632,700	\$150,200
Furniture & Fixtures	\$1,987,600	\$1,784,000	\$1,978,900	\$1,776,200
All Other	\$2,299,100	\$723,300	\$2,289,100	\$720,100
Buildings on Leased Land	\$0	\$0	\$0	\$0
<b>Total</b>	<b>\$4,922,200</b>	<b>\$2,658,200</b>	<b>\$4,900,700</b>	<b>\$2,646,500</b>
Exempt Computers	\$2,579,100	\$3,208,100	N/A	N/A

Interest per sec. 70.511(2)(b), Wis. Stats., is not applicable.

# 127,260.69 - \$ 68,723.9.

You shall be deemed to have accepted this determination unless you notify the Wisconsin Tax Appeals Commission of your desire to present testimony before that Commission challenging the assessed value here determined. The proper forms may be obtained by writing or calling:

D.H. # 58,536.75

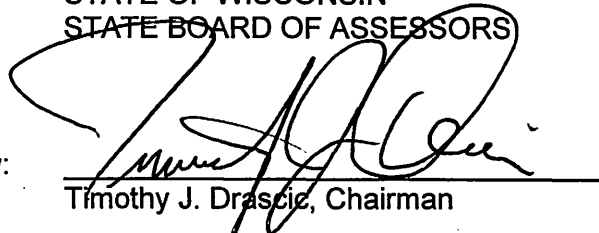
Wisconsin Tax Appeals Commission  
5005 University Ave., Suite 110  
Madison, WI 53705  
(608) 266-1391

**APPEALS MUST BE FILED WITH THE TAX APPEALS COMMISSION WITHIN 60 DAYS OF THE DATE ON THIS ORDER as set forth in sec. 73.01(5), Wis. Stats.**

Dated at Madison, Wisconsin, this 31st day of March 2016.

cc: DARYL OHLAND  
WIPFLI LLP  
2901 E ENTERPRISE AVE STE 500  
APPLETON WI 54913-7401  
Bonnie Jorstad (TAC)  
Green Bay Manufacturing & Utility District Office

STATE OF WISCONSIN  
STATE BOARD OF ASSESSORS

By:   
Timothy J. Drascic, Chairman



**State of Wisconsin** • DEPARTMENT OF REVENUE  
REPORT TO THE STATE BOARD OF ASSESSORS

**COPY**

<b>ASSESSMENT DATE</b>	January 1, 2015
<b>APPEAL NUMBER</b>	81-056-PPO-15
<b>STATE IDENTIFICATION NUMBER</b>	81-59-281-P000013288
<b>LOCAL TAX KEY NUMBER</b>	59281990080
<b>TYPE OF APPEAL</b>	Personal Property
<b>SITUS ADDRESS</b>	3524 Washington Ave. City of Sheboygan
<b>APPELLANT</b>	American Orthodontics Corp. 3524 Washington Ave. Sheboygan, WI 53082
<b>APPELLANT'S AGENT</b>	Daryl Ohland 2901 E. Enterprise Ave, Suite 500 Appleton, WI 54913
<b>ASSESSOR</b>	Michael Gaworek

I. Issue



This report is written in response to an appeal filed with the State Board of Assessors.

The appellant states: "See attached"

	DOR 2015 Full Value	Appellant's Opinion of Value
Boats & Watercraft	\$0	\$0
Machinery & Equipment	\$635,500	\$98,600
Furniture & Fixtures	\$1,987,600	\$1,917,900
Other	\$2,299,100	\$760,100
Buildings on Leased Land	\$0	\$0
<b>TOTAL</b>	<b>\$4,922,200</b>	<b>\$2,776,600</b>
Exempt Computer	\$2,579,100	\$2,579,100

II. Assessment Recommendation

I recommend the State Board of Assessors issue a determination that the January 1, 2015, assessment be reduced as follows:

	DOR 2015 Full Value	Recommended Full Value	Change (Dollars)
Boats & Watercraft	\$0	\$0	\$0
Machinery & Equipment	\$635,500	\$150,900	(\$484,600)
Furniture & Fixtures	\$1,987,600	\$1,784,000	(\$203,600)
Other	\$2,299,100	\$723,300	(\$1,575,800)
Buildings on Leased Land	\$0	\$0	\$0
<b>TOTAL</b>	<b>\$4,922,200</b>	<b>\$2,658,200</b>	<b>(\$2,264,000)</b>
Exempt Computer	\$2,579,100	\$3,208,100	\$629,000

### III. Valuation Issues and Conclusions

**COPY**

The appellant's attachments is an equipment asset list and is confidential.

The subject property real estate and personal property were field audited on 4/27/2015, before setting the 2015 assessment. The appellant then filed an appeal for both the real estate and personal property contesting the 2015 assessments.

Due to the question of taxability of a number of personal property items, an onsite review was performed on 12/10/2015, with the appellant's employee, appellant's agent, DOR appraiser, and DOR district manager.

The items under review included the following:

- Laser printer
- Digital scanners
- Gas supply, monitoring, and alarm equipment
- Leasehold improvements including cabinets and electrical switchgears
- Building feeder wiring
- Data and network cabling
- Phone system

American Orthodontics and DOR reviewed each item of contention:

- The laser printer was found to be used as manufacturing production equipment and is exempt pursuant to Sec. 70.11(27), Wis. Stats.
- The digital scanners were found to only operate as computer peripherals and are exempt pursuant to Sec. 70.11(39), Wis. Stats.
- Gas supply piping and pressure valves were found to be used as manufacturing production equipment and are exempt pursuant to Sec. 70.11(27), Wis. Stats.
- The gas system alarm remained taxable.
- Leasehold improvements including cabinets and electrical switchgears were moved from personal property to real estate and included in the real estate assessment.
- Building feeder wiring was found to be equipment power wiring and exempt pursuant to Sec. 70.11(27), Wis. Stats.
- Data and network cabling was found to only operate as computer peripherals and are exempt pursuant to Sec. 70.11(39), Wis. Stats.
- The phone system remained taxable.

DOR asked American Orthodontics to submit an amended 2015 M-P Form.

With these revisions, the amended 2015 M-P Form reflects an accurate record of the taxable and exempt personal property assets at issue. As the best evidence of value, it is the basis for the revised assessment.

Interest per section 70.511(2)(b) Wisconsin Statutes is not applicable.  
Form was filed with errors.

The original M-P  
**COPY**

School District Code/UHS	5271
TID	N/A
Special District Code	N/A
Technical College	1100

*Michael Gaworek*

Michael Gaworek  
State of Wisconsin - Assessor II

*2/29/2016*

Date

**ATTACHMENTS**

Board of Assessor Appeal # 81-056-PPO-15



Notice of Personal Property Assessment ..... A-1

Form of Objection..... A-2



Wisconsin Department of Revenue / Manufacturing & Utility Bureau  
2015 Notice of Personal Property Assessment

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

Notice date Jun 15, 2015  
State ID no. 81-59-281-P000013288  
County of 81-59 Sheboygan  
Taxation district 281 C of Sheboygan  
DOR account no. 000013288  
School code 5271  
Special districts

AMERICAN ORTHODONTICS  
CORPORATION  
3524 WASHINGTON AVE  
PO BOX 1048  
SHEBOYGAN WI 53082-1048

Boats & watercraft	\$	0
Machinery & equipment		635,500
Furniture & fixtures		1,987,600
All other		2,299,100
Buildings on leased land		0
<b>Total</b>	<b>\$</b>	<b>4,922,200</b>

**Contact Information**

If you have any questions, contact the Manufacturing & Utility Bureau District Office in your area at mfgtel81@revenue.wi.gov or (920) 448-5191.

*See other side for appeal procedures*

MFGAA103W (R. 04-15)

The assessment on the front of this notice is made at 100% full market value as of January 1, 2015. The Wisconsin Department of Revenue (DOR) will equate the assessment to the general level of assessment of all other property in the taxation district. Local tax rates are used to calculate the property tax levy.

If you have any questions about your assessment, email or call the district office under "Contact Information" on the front of this notice. If you disagree with this notice after discussing with the district office, you may send an appeal to the State Board of Assessors (BOA).

**How to appeal**

1. File your appeal using the appropriate DOR objection form located on our website: [revenue.wi.gov/forms/manuf](http://revenue.wi.gov/forms/manuf)
2. You must file your appeal no later than 60 days after the date on this Notice, under state law (sec. 70.995(8)(b)1 and sec. 70.995(8)(d), Wis. Stats.)

**Your appeal is considered timely filed if one of the following occurs:**

- The BOA receives it with the filing fee, by the 60th day
- You send it by certified mail with the filing fee, and it is postmarked before midnight of the 60th day

**Send the following to the address below**

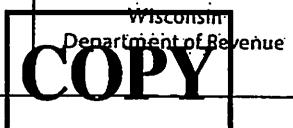
1. Your objection form
2. A \$45 filing fee (payable to "Wisconsin Department of Revenue") for each objection form you submit
3. Two copies of supporting documents for the appeal (ex: appraisals, listing contracts, EPA clean-up orders)

**Appeals address**

State Board of Assessors, Wisconsin Department of Revenue, PO Box 8971, MS 6-97, Madison WI 53708-8971

Form  
**PA-131**

# Objection to Manufacturing Personal Property Assessment



Complete all sections       See Filing Requirements on page 2

**Section 1: Who is filing this objection? (check one)**

Property owner/agent\*       Municipality/agent\*      \*If agent, submit written authorization with this form

**Section 2: Property Owner and Property Information**

Property owner name (on assessment notice) American Orthodontics Corporation			Taxation district (Check one) <input type="checkbox"/> Town <input type="checkbox"/> Village <input checked="" type="checkbox"/> City		County Sheboygan
Mailing address PO Box 1048			Street address of property 3524 Washington Avenue		
City Sheboygan	State WI	Zip 53082-1048	City Sheboygan	State WI	Zip 53082

**Section 3: Contact Information**

Name / title (owner, agent, officer) Daryl Ohland			Company name Wipfli LLP		
Mailing address 2901 E Enterprise Ave Suite 500			Phone (920) 832 - 2437		Fax (920) 739 - 6707
City Appleton	State WI	Zip 54913	Email Dohland@wipfli.com		

**Section 4: Assessment Information and Opinion of Value**

Date of Personal Property Assessment Notice (mm-dd-yyyy) 06 - 15 - 2015		State ID no. (on notice) 8   1   5   9   2   8   1   P   0   0   0   0   1   3   2   8   8			
<b>Assessment as shown on notice:</b>			<b>Your opinion of value:</b>		
Boats and watercraft .....	0	Boats and watercraft .....	0		
Machinery and equipment .....	635,500	Machinery and equipment .....	98,600		
Furniture and fixtures .....	1,987,600	Furniture and fixtures .....	1,917,900		
All other personal property .....	2,299,100	All other personal property .....	760,100		
Buildings on leased land .....	0	Buildings on leased land .....	0		
<b>Total .....</b>	<b>4,922,200</b>	<b>Total .....</b>	<b>2,776,600</b>		

**Section 5: Reason for Objection and Basis of Estimate**

Reason(s) for your objection: (Attach additional sheets if needed) See attached	Basis for your opinion of value: (Attach additional sheets if needed) See attached
--	---

**Section 6: Submitting Additional Information**

Under state law (sec. 70.995(8)(c)2., Wis. Stats.), you may submit additional information to the State Board of Assessors (BOA) within 60 days of your appeal.

I hereby waive my right to provide additional information to the BOA under sec. 70.995(8)(c)2., Wis. Stats.

*I, the undersigned, declare under penalties of law that I have personally examined this form and supplemental documents. To the best of my knowledge and belief it is true, correct and complete.*

<b>Owner/ Authorized Agent Sign Here</b>	Name (please print) Daryl Ohland	
	Signature 	
	Company or title Director - State and Local Taxes	Date (mm-dd-yyyy) 08 - 14 - 2015

*For Department Use Only.*

BOA# 81-056-PP0-15

**PERSONAL PROPERTY TAX BILL FOR 2015**

3524 WASHINGTON AVE

PROPERTY NUMBER: **59281990080**  
Correspondence should refer to Property Number.

**CITY OF SHEBOYGAN  
SHEBOYGAN COUNTY**

837

Assessed Value Land	Ass'd Value Improve	Tot Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improve	Tot Est. Fair Mkt.	<input type="checkbox"/> A star in this box means unpaid prior year tax.
		<b>4,900,700</b>	99.564			4,922,140	

TAXING JURISDICTION	2014 Est. State Aids Allocated Tax Dist	2015 Est. State Aids Allocated Tax Dist	2014 Net Tax	2015 Net Tax	% Tax Change	NET PROPERTY TAX
STATE			690.78	834.97	20.9	<b>127260.68</b>
COUNTY			22335.33	27673.53	23.9	
C-SHEBOYGAN	1607575	1536231	37608.74	46536.26	23.7	
SCHL - 5271	13295672	13211594	42585.30	48273.10	13.4	
TCDB 11	51856061	53454830	3171.74	3942.82	24.3	
<b>TOTAL</b>	<b>67478893</b>	<b>71052860</b>	<b>106391.89</b>	<b>127260.68</b>	<b>19.6</b>	<b>TOTAL DUE FOR FULL PAYMENT</b>
		Lottery & Gaming Credit				PAY BY JANUARY 31, 2016
		Net Property Tax	<b>106391.89</b>	<b>127260.68</b>	<b>19.6</b>	<b>\$127260.68</b>

School taxes reduced by school levy tax credit **10274.26**

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

Net Assessed Value Rate  
(Does NOT reflect Lottery Credit)  
**25.9678587**

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

3524 WASHINGTON & 1536 N 18TH

AMERICAN ORTHODONTICS CORP  
3524 WASHINGTON AVE  
PO BOX 1048  
SHEBOYGAN WI 53082-1048

1st Installment by JANUARY 31, 2016 <b>127260.68</b>	2nd Installment by JULY 31, 2016
--	-------------------------------------

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

TEAR HERE

TEAR HERE

**TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT  
PERSONAL PROPERTY TAX BILL FOR 2015**



AC110053

Please make all payments to the City of Sheboygan.

Property Number: 59281990080

Pay 1st Installment - \$127260.68

Name: AMERICAN ORTHODONTICS CORP  
3524 WASHINGTON AVE  
PO BOX 1048  
SHEBOYGAN WI 53082-1048

Or  
Pay Full Payment - \$127260.68  
By January 31, 2016

Property Address: 3524 WASHINGTON & 1536 N 18TH

Municipality/Location	Collection Dates	Times	Bank Collection Site In Person In Lobby Only	Bank Lobby Hours Tax Bill Must Accompany Payment
City of Sheboygan	In person payments should be made at 1 of the 4 Wisconsin Bank & Trust lobby locations.		<b>Wisconsin Bank &amp; Trust Lobby</b> 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Bring tax bill and payment. Mon-Fri 9:00 AM - 5:00 PM Closed at Noon 12/24, all day 11/26, 12/25, 1/01, & 1/18.

Online Payments: Visit [www.sheboyganwi.gov](http://www.sheboyganwi.gov) - Click on property tax payment options banner on homepage. Service Fees will apply.  
Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.

Dates Municipality Closed: NA

Other Drop Off Site: None

Telephone: 920-459-0292

Tax payment information online at [www.sheboyganwi.gov](http://www.sheboyganwi.gov).

Click on property tax payment options.

Make check payable and mail to:

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

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

*Accrued*

*2331100*

*Atty Adams  
-left message 4-7-16  
Called again  
4-21-16 no return*

*2015  
copies*

*left v.m.  
Susan Richards  
10AM 4-21-16  
no return*

III

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

Submitting a communication from Jeffery Merriweather requesting a waiver to the Sex Offender Residency restrictions in order to live at 1501 Erie Ave., Apt A.

\_\_\_\_\_  
City Clerk

PP'S

MAY 5 '16 AM 11:57

Date:

4-30-16

My name is:

Jeffery Mearns Weather

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

1501 Erie Ave Apt A  
Sheboygan WI

Signature:

Jeffery Mearns Weather

Phone Number:

1262 748-2910

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.

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III

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

Submitting a communication from State of Wisconsin Department of Corrections on behalf of Fernando G. Macias requesting a waiver from the Sex Offender Residency restrictions in order to live at 2533 N 12<sup>th</sup> St.

---

City Clerk

PP: S

**Scott Walker**  
Governor

**Jon E. Litscher**  
Secretary



**State of Wisconsin**  
**Department of Corrections**

MAY 6 '16 PM 3:26

**Division of Community  
Corrections**  
Probation & Parole  
3422 Wilgus Avenue  
Sheboygan, WI 53081

Telephone (920) 459-3097  
Facsimile (920) 459-4386

---

May 2, 2016

Re: City of Sheboygan Sex Offender Ordinance

To whom it may concern:

The Department of Corrections is hereby filing an appeal to the Sex Offender Residency restrictions on behalf of Fernando G. Macias in order for Mr. Macias to reside at 2533 n. 12<sup>th</sup> St., Sheboygan, WI 53083.

Respectfully,

Jared Riemann  
Probation/Parole Agent 70817  
3422 Wilgus Ave.  
Sheboygan, WI 53081  
(920) 459-4545

II

R.O. No. \_\_\_\_\_ - 16 - 17. By PURCHASING AGENT. May 16, 2016.

Submitting National Contract pricing for the purchase of (1) Wide Area Mower having a cutting width of 14 Feet for the Motor Vehicle Department.

The National Joint Powers Alliance has a contract with Jacobsen Manufacturing for the Jacobsen HR-700 Wide Area Mower. In addition, Jacobsen is the only manufacturer which produces a gang mower having the required cutting width. The 14 foot width is needed to allow for mowing of large open areas in the City's Parks in an efficient manner.

Horst Distributing of Chilton is the local dealer for Jacobsen equipment.

(1) New Jacobsen HR-700 all Hydraulic large area mower with a 65 HP Turbo Diesel Engine, 14 foot cutting width, Four Wheel Drive, Cruise Control, suspension seat and hard shell heated cab

NJPA Contract price: \$ 77,969.00

*Public Works*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

II

R. O. No.           - 16 -17. By PURCHASING AGENT. May 16,2016.

Submitting a report of costs associated with the Purchase of a new, LP Gas Powered ride-on sweeper/scrubber machine for use in the Department of Public Works/Municipal Service Building vehicle garage.

(1) Tennant M20 LP gas powered sweeper/scrubber with high traction tires and super abrasive brushed suitable for use on concrete floors including Freight to the Municipal Service Building.

List Price.....\$ 61, 222.00  
Discounts.....\$ (\$6,939.52)  
Net Price.....\$ 54,282.48  
Freight.....\$ 691.00  
Total Delivered cost:        \$ 54,973.48

The Current unit will be sold at Public auction with the proceeds of same returned to the Motor Vehicle Funds.

Respectfully submitted,  
Bernard R. Rammer  
Purchasing Agent

*Public Works*

II

R. O. \_\_\_\_\_ - 16 - 17. By BOARD OF MARINA, PARK & FORESTRY COMMISSION.  
May 16, 2016.

Submitted is a recommendation from the Marina, Park and Forestry Commission regarding the Sheboygan Park Project in partnership with the Sheboygan Jaycees proposing a universally designed playground with the following considerations:

The Commissioners listened to a presentation by Ryan and Angie Shaw, representatives for the Sheboygan Park Project, (and Steve Schmitt) that would create a universally accessible playground for children of all disabilities and presented plans from other communities that have similar playgrounds. The Sheboygan Park Project Team prefers this playground to be located at Deland Park. The project is estimated to cost between \$500,000-\$700,000 and has already begun fund-raising.

The Commissioners agreed that such a playground would be a benefit to the greater community, but had several concerns with the location being at Deland Park. Similar playgrounds (about one acre in size) would require a significant amount of green space at Deland Park. As a result, the Commissioners voted unanimously to support the Sheboygan Park playground project, with the final agreement on location, funding, (construction/operation), endowment and schedule to be drafted for final approval by the Commission and the appropriate standing committees as well as Common Council.

*Pub Wks.*

\_\_\_\_\_  
Bd. of Marina, Parks & Forestry

R. O. No.     - 16 -17. By PURCHASING AGENT. May 16, 2016.

Submitting a Tabulation of Bids for the purchase of Two Hustler Brand Commercial Grade zero turn mowers equipped as specified including delivery.

DEALER	2016 Hustler X-ONE with 48" side discharge deck and Mulch Kit Including extra blades, flex forks and maintenance manual	2016 Hustler Super Z with Hyper Drive, 60" Rear Discharge Cutting Deck, Mulch Kit with extra set of blades, B&S EFI Engine, flex forks and maintenance Manual	Total	Lead time
Neu's Hardware Menomonee Falls, WI	\$8,349.00	\$12,719.00	\$21,068.00	7-14 days
Gibbsville Implement	\$ 7,950.00	\$ 12,025	\$ 19,975.00	14 Days
Valu Pro Power Center Reedsville	\$ 8,947.00	\$ 12,564.00	\$21,511	30 days

**The low bid by Gibbsville Implement meets all specifications and is recommended for award.**

*Public Works*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

R.O. No. \_\_\_\_\_ - 16 - 17. By PURCHASING AGENT. May 16, 2016.

Submitting a summary of costs associated with the purchase of a replacement Bobcat brand ToolCat® tool carrier for the Motor Vehicle Dept.

The Bobcat Company distributes their equipment exclusively through a dealer network with assigned geographical territories. The Dealer serving the lakeshore territory is Miller Implement of St. Nazianz WI

2016 Bobcat Toolcat® tool carrier with cab and combination bucket including delivery to the Municipal Service Building

Price including all municipal discounts...\$ 49,329.40

*Public Works*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

R.O. No.           - 16 - 17. By PURCHASING AGENT. May 16, 2016.

Submitting State of Minnesota Contract pricing for the purchase of (1) Trackless Articulated Sidewalk Tractor for the Motor Vehicle Department.

The State of Minnesota has a contract with Trackless Manufacturing for their articulated sidewalk style tractors. The City of Sheboygan is able to access this contract pricing. The equipment is to be purchased through the local dealer, Bruce Municipal Equipment of Menomonee Falls, WI.

(1) New Trackless MT6 Tractor with Cab, Rear PTO, Three Point Hitch, and air conditioned cab.

(1) 60" x 32" Pre-owned Sweepster® Power Broom attachment

(1) 51" Cutting width Pre-owned Trackless snow blower attachment

(1) Service & Parts Manual

Includes delivery and Operator Training

State of MN Contract Pricing...\$ 121,545

*Public Works*

Respectfully submitted,

Bernard R. Rammer  
Purchasing Agent

II

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

Submitting a communication from Geise Contract Services regarding paving improvements that the Sheboygan Athletic Club requests that the City of Sheboygan make to Wildwood Park.

*Public Works*

\_\_\_\_\_

City Clerk

## Richards, Susan

---

**From:** Mayor Vandersteen  
**Sent:** Wednesday, May 11, 2016 10:40 AM  
**To:** Richards, Susan  
**Cc:** Alderperson Mary Lynne Donohue  
**Subject:** FW: setting up meeting

Sue,

Please include this communication on the agenda for the 16th and refer it to the PW Committee.

Thanks,

Mike Vandersteen, Mayor  
City of Sheboygan

**From:** Geise Contract Services [<mailto:geisecontractservices@charter.net>]  
**Sent:** Wednesday, May 11, 2016 10:31 AM  
**To:** Richards, Susan; Mayor Vandersteen  
**Cc:** Kerlin, Joe; Sheboygan Athletic Club  
**Subject:** RE: setting up meeting

Dear Ms. Richards and Mayor Vandersteen,

Below is a conceptual drawing of paving improvements that the Sheboygan Athletic Club requests that the City of Sheboygan make to Wildwood Park. It is an important part of the recently announced \$2M Wildwood Stadium Vitalization Initiative, which will be substantially funded by private donations. The purpose of the Vitalization Initiative is in support of the 'Someplace Better' campaign to enhance quality of life in Sheboygan and attract talent to the area.

There are three key objectives:

1. Create a "destination park" for a great local entertainment experience for the city and its current and future residents.
2. Partner with local schools to provide a 'working laboratory' for instruction. LTC, Lakeland University, and UW-S have all expressed keen interest and willingness to partner.
3. Increase the economic impact for the city of Sheboygan by attracting more and higher profile tournaments.

There are 9 phases of the Vitalization Plans. This request for improved parking is critical for safety and to enhance the game-day experience.

Once approved, we propose to work together with the City to prepare more detailed plans. May we have your approval to proceed?

Respectfully submitted,

Peter Geise – Board Member  
On behalf of the Sheboygan Athletic Club

## AREA/LENGTH TOTALS:

TOTAL CURB LENGTH: 1,652'-6"

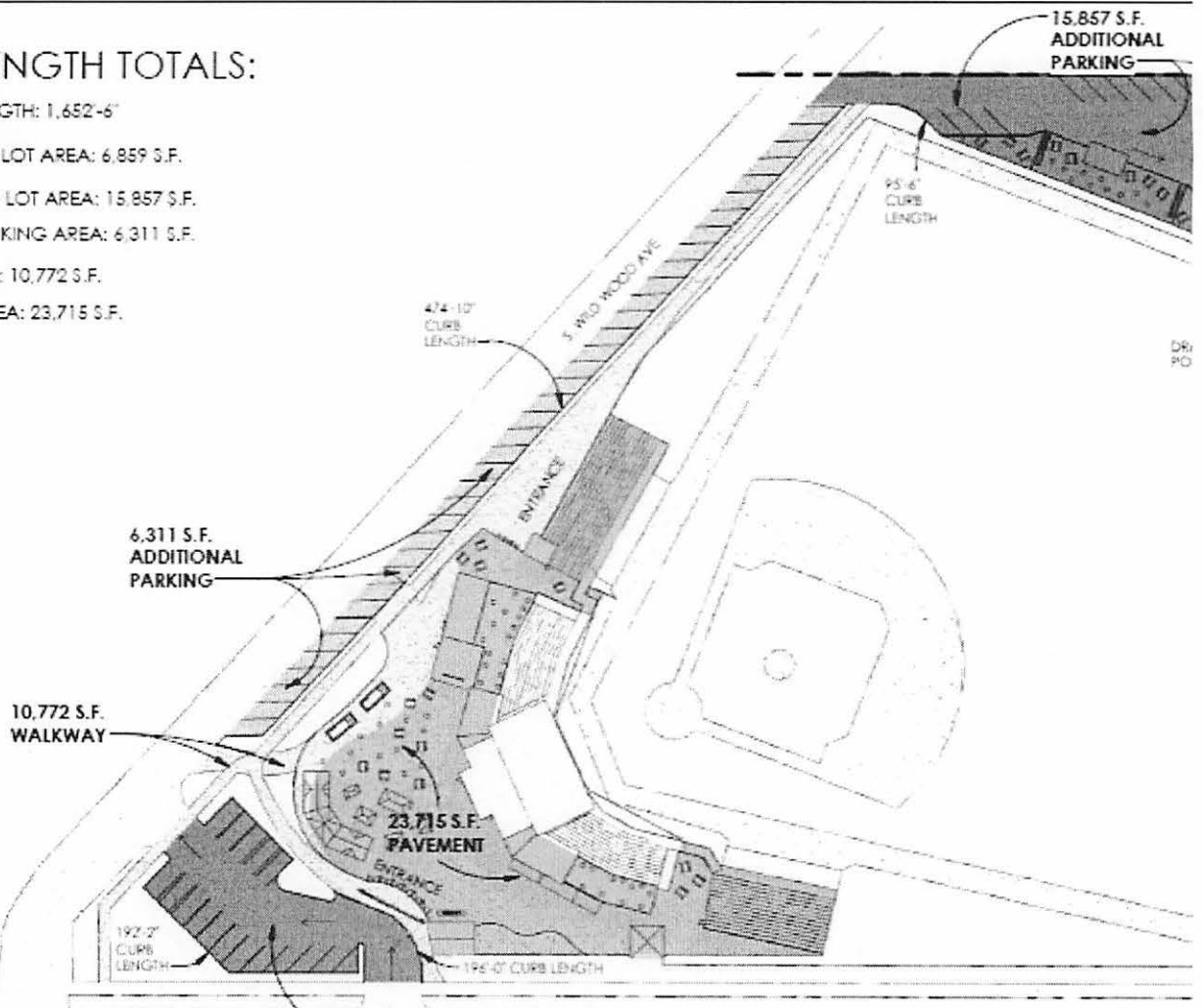
SOUTH PARKING LOT AREA: 6,859 S.F.

NORTH PARKING LOT AREA: 15,857 S.F.

WILDWOOD PARKING AREA: 6,311 S.F.

WALKWAY AREA: 10,772 S.F.

PARK PAVED AREA: 23,715 S.F.



4/18/2016

## LONG TERM MASTER PLAN WILDWOOD PARK

2276 New Jersey Ave, Sheboygan, WI 53081  
PROJ. NO. 2015-79

6,859 S.F.  
ADDITIONAL  
PARKING

NEW JERSEY AVE



## PAVEMENT ADDITION PLAN

SCALE: 1" = 60'-0"

**From:** Kerlin, Joe [mailto:joe.kerlin@sheboyganwi.gov]  
**Sent:** Monday, May 09, 2016 11:05 AM  
**To:** 'Geise Contract Services' <geisecontractservices@charter.net>  
**Subject:** RE: setting up meeting

Hi Peter,

I just talked to David Biebel. First step, we need to get the concept passed by Public Works. You would just need to turn in your concept request to the city clerk at the city office. The Mayor would then send it to Public works. If you turn it in by noon Wednesday it would go to Council on the 16<sup>th</sup> and then to PW on the 24<sup>th</sup>.

Ultimately a well laid out plan needs to be done with a list of items that could be done by the city. If you can start getting that process done with volunteer time from a consultant, that would be great.

Joe

**From:** Geise Contract Services [<mailto:geisecontractservices@charter.net>]  
**Sent:** Sunday, May 08, 2016 4:45 PM  
**To:** Kerlin, Joe  
**Subject:** setting up meeting

Joe,

Enjoyed meeting with you this past week on Tuesday, the 3rd. Thanks for committing to set up a meeting with other city officials to work the details of the plan for the city to "handle all the grading and paving". When do you anticipate the meeting will be held?

Best,

Peter

---

Geise Contract Services, LLC  
855 Settlers Circle | Sheboygan Falls, WI 53085  
mobile : 920-889-2277 | fax: 920-467-2734  
✉: [GeiseContractServices@charter.net](mailto:GeiseContractServices@charter.net)

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**Linked**  profile

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NOTICE: This e-mail may contain confidential information and is intended only for the individual named. If you are not the intended recipient, you should not disseminate, distribute or copy this e-mail; please notify the sender immediately and delete this e-mail from your system. Also, please be aware that email correspondence to and from "The City of Sheboygan" may be subject to open record requests.

III  
Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. May 16, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a wide area mower for the Motor Vehicle Department.

WHEREAS; The Parks Department is in need of a wide area mower with a 14' cutting width for the maintenance of large lawn areas within the city's parks.

WHEREAS; There is currently only one manufacturer offering a machine in this cutting width in the marketplace. In addition, that manufacturer, Jacobsen Manufacturing, also maintains a nationwide contract with the National Joint Powers Alliance (NJPA) and;

WHEREAS; Under City Ordinance, when purchasing equipment that is included on a State or National Contract, or equipment available from only one manufacturer, the City may waive competitive bid requirements.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Horst Distributing of Chilton, WI for the purchase of (1) Jacobsen HR-700 Wide area mower with heated cab with a delivered price of \$ 77,969.00 as listed on the NJPA Contract. Further, the need for competitive bidding is waived.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle fund # 70136100-641200 in the amount of \$ 77,969.00

*Public Works*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No.     - 16 - 17.     By Alderperson Belanger. May 16, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a Bobcat brand Toolcat 5600 G Series tool carrier for the Motor Vehicle Department which will replace an older model Toolcat of similar configuration.

WHEREAS; The Motor Vehicle Department is in need of a replacement for a Bobcat Brand Toolcat to replace a 2005 Model tool carrier which has exceeded its expected useful life, and;

WHEREAS; The Department has identified the need to upgrade or replace the current unit which has become unreliable due to age and has determined that a new unit of similar design will allow continued usage of a wide variety of attachments currently on hand, and:

WHEREAS; Bobcat Company distributes their equipment through regional dealerships with assigned territories exclusively, with the dealership for Sheboygan being Miller Implement of St. Nazianz, WI and since this equipment is only available in this fashion, waiving of the need for competitive bidding for the purchase applicable under City Ordinance.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Miller Implement Co. Inc of St. Nazianz, WI for the purchase of (1) Bobcat Toolcat Tool Carrier with combination bucket at a total cost of \$ 49,329.40 including delivery. Further, the need for competitive bidding is waived under the sole source provision.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle fund # 70136100-641200 in the amount of \$ 49,329.40

*Public Works*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No.     - 16 - 17    . By Alderperson Belanger. May 16, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of a sidewalk style articulated tractor and various attachments for the Motor Vehicle Department which will replace two older model tractors of similar configuration.

WHEREAS; The Motor Vehicle Department is in need of an articulated sidewalk style tractor and various attachments to support operations throughout the City of Sheboygan and replace two older units and;

WHEREAS; The Department has identified the need to upgrade or replace similar equipment within the fleet which has become unreliable due to age and has identified equipment manufactured by Trackless Equipment Co. as a suitable replacement. Trackless Equipment Co. holds a nationwide contract with the State of Minnesota and is distributed through Bruce Municipal Equipment of Menomonee Falls WI;

WHEREAS; Under City Ordinance, when purchasing equipment that is included on a State or National Contract, the City may waive competitive bid requirements.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Bruce Municipal Equipment of Menomonee Falls, WI for the purchase of (1) Trackless MT-6, a pre-owned Rotary broom and pre-owned snow blower attachment and printed service manuals with a delivered price of \$121,545.00 as published on the State of MN Contract. Further, the need for competitive bidding is waived.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle fund # 70136100-641200 in the amount of \$ 121,545.00

*Public Works*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No.     - 16 - 17. By Alderperson Belanger. May 16, 2016.

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of (2) Zero turn commercial grade lawn mowers for the Motor Vehicle Dept.

WHEREAS: The Motor Vehicle Dept. included the replacement of (2) Commercial Grade zero turn lawn mowers in its 2016 Budget in order to replace older equipment that has reached its expected useful life and;

WHEREAS: Bids were received for the two mowers with the low bid submitted by Gibbsville Implement meeting all specifications and;

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Gibbsville Implement in the amount of \$19,975.00 for the purchase and delivery of two zero turn mowers as specified and:

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on Account # 70136100-641200 in payment of same.

---

*Public Works*

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Res. No.     - 16 - 17. By Alderperson Belanger. May 16, 2016.

A RESOLUTION extending the special charge for residential garbage and refuse disposal services provided by the City.

WHEREAS: by way of Res. No. 128-11-12 adopted February 6, 2012, the Common Council ratified its action during 2012 budget process establishing a special charge for residential garbage and refuse disposal services of \$7.16 per month for 2012 and established the special charge at \$5.00 per month per household for 2013 and 2014, with said special charge to expire effective January 1, 2015; and

WHEREAS: by way of Res. 67-14-15 adopted October 6, 2014, the Common Council extended the special charge for residential garbage and refuse disposal services at \$5.00 per month per household with a provision to review the garbage fee every two years starting as of December 31, 2016.

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby extends the special charge for residential garbage and refuse disposal services established in the amount of \$5.00 per month per household.

BE IT FURTHER RESOLVED: That the special garbage and refuse disposal charges extended in accordance with this resolution shall be a debt due to the City and if not paid within the time determined by the City, the charge shall be delinquent and become a lien upon the property. A late payment charge of three (3%) percent but not less than \$0.50 will be added to bills not paid within 20 days of issuance. This one-time three (3%) percent late payment charge will be applied only to any unpaid balance for the current billing period's charge. The household may be given a written notice that the bill is overdue no sooner than 20 days after the bill is issued.

C.O.W.

Thereafter, if payment is not received prior to November 15, the delinquent bill will be placed on the succeeding tax roll, for collection and settlement under Chapter 74, Wis. Stats. Change of ownership or occupancy of premises found delinquent shall not be cause for reducing or eliminating charges imposed hereunder.

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Belanger. May 16, 2016

A RESOLUTION authorizing the Purchasing Agent to enter into contract for the purchase of an industrial Floor Sweeper/Scrubber for the Motor Vehicle Department.

WHEREAS; The Department of Public Works Vehicle Garage is a large indoor space which houses the majority of the Departments vehicles and heavy equipment and these vehicles track in a wide variety of dirt and debris and:

WHEREAS; This Large concrete garage area is swept, vacuumed and scrubbed on a regular basis using a ride on style machine in order to maintain the space in a safe, clean condition and;

WHEREAS; The current 2006 Tennant Brand LP-Gas Powered ride-on sweeper has reached its expected useful life and is no longer reliable to keep the floors free of dirt, stones, dust and debris. Tennant Sweepers are only available direct from the manufacturer in Minneapolis, MN. Under City of Sheboygan Ordinances, purchases of equipment only available from a single source are exempt from the need for competitive bidding.

RESOLVED: That the Purchasing Agent is hereby authorized to enter into contract with Tennant Sales & Service Company of Minneapolis, MN for the purchase of one Tennant M20 LP Gas Powered Scrubber sweeper and the need for competitive bidding is hereby waived.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the Motor Vehicle fund # 70136100-641200 in the amount of \$ 54,973.48

*Public Works*

\_\_\_\_\_

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

VIII

R. C. No. \_\_\_\_\_ - 16 - 17. By FINANCE. May 16, 2016.

Your Committee to whom was referred Res. No. 3-16-17 by Alderperson Wolf authorizing a transfer of appropriations in the 2016 budget (establish appropriation for 2016 Sidewalk and Mini Storm Sewer Projects); recommends that the Resolution be passed.

Ref

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

III

5.2

Res No. 3 - 16 - 17. By Alderperson Wolf. May 2, 2016.

A RESOLUTION to authorize a transfer of appropriations in the 2016 Budget.


RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2016 Budget for the purposes of:

Establish appropriation for 2016 Sidewalk and Mini Storm Sewer Projects:

Capital Projects Fund	Capital Projects Fund	
Unreserved Fund Balance	Sidewalks	
400-253000	40033190-631300	\$100,000
	Mini-Storm Sewers	
	40033150-631500	\$50,000

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

*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

VII

R. C. No. \_\_\_\_\_ - 16 - 17. By STRATEGIC FISCAL PLANNING. May 16, 2016.

The Committee reviewed and approved goals and parameters for the City Administrator's 2017 Executive Budget as identified by the City Administrator.

1. General Fund Budget that retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain City services with no decrease in service level.
4. Leverage City resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental money to help offset City cost for projects or programs that promote City priority goals or objectives.
6. Funding for 2% increase in wages for City workforce.
7. Review user fees including utility rates.
8. Identify planned borrowed funds which will not affect City's current Aa2 bond rating.
9. Continue Garbage User fee which frees up property tax levy for funding street projects.
10. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
11. Incorporate 2017 projects, equipment and vehicles identified in the 2017 - 2021 Capital Improvement Plan.
12. Continue use of donations between Tax Incremental Districts.
13. Maintain a minimum of 25% uncommitted Fund Balance in the General Fund budget.

?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Committee

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

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

Other Matters

6.1

II

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. 7<sup>th</sup> 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*

---

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 7<sup>th</sup> 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) [<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. 7<sup>th</sup> 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)

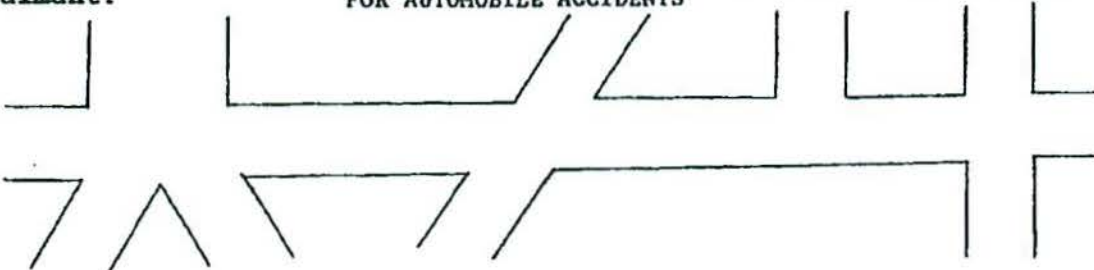
Make: Nissan Model: Altima Year: 2012 Mileage: ---

Names and addresses of witnesses, doctors and hospitals: ---

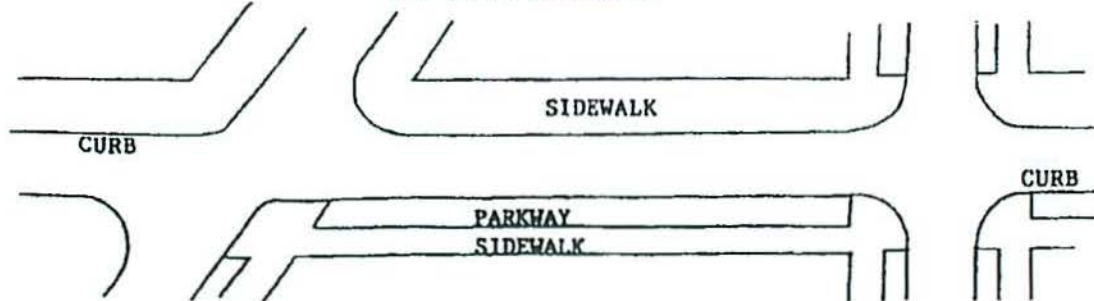
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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 Kova <sup>Mara</sup></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>678-692-6941</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	
<b>Total:</b>						<b>\$5,213.92</b>		

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

Insured Policy # :  
Loss Type: Collision

Ins. Company: State Farm

Insured: KOUA MOUA  
Address:

Cell: (920)452-6522  
Home/Evening: (920)452-6522

Claim Rep: Prop E1/3 ACC CP Team HI IN OR WI N  
Address:

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:

Received Date/Time: 03/23/2016 04:56 PM  
Appointment Date/Time: 03/24/2016 07:00 AM

Appraiser Name: PHIL BLACK

Appraiser License # :

Orig Appraiser Name: PHIL BLACK

Appraiser License # :

Repairer

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

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

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

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
<b>Stripes And Mouldings</b>										
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
<b>Front Doors</b>										
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
<b>Rear Doors</b>										
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
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**Rear Body, Lamps And Floor Pan**

47	EU	533	Taillamp Assembly LT >> >>Norbs	RECYCLED PART	\$85.00*	+25.00		INC	SM
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**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](http://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**

<b>Claim # :</b> 49-837N-48201	<b>Insured Policy # :</b>
<b>File # :</b>	<b>Claim Rep:</b> Prop E1/3 ACC CP Team HI IN OR WI N
<b>Insured:</b> KOUA MOUA	<b>Inspection Date/Time:</b> 03/15/2016 07:11 AM
<b>Owner Name:</b> KOUA MOUA	
<b>Appraiser Name:</b> PHIL BLACK	
<b>Vehicle:</b> 2012 Nissan Allima 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	\$31.07			0.4	SM
3	1046	Tape,Rear Door LT	New Part	\$16.58			0.3	SM
4		Clips,Fasteners	Partial Replace Price	\$9.00*				SM*
5		Quarter Glass	Sublet Repair	\$120.00*				SM*

**Changed Lines**

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

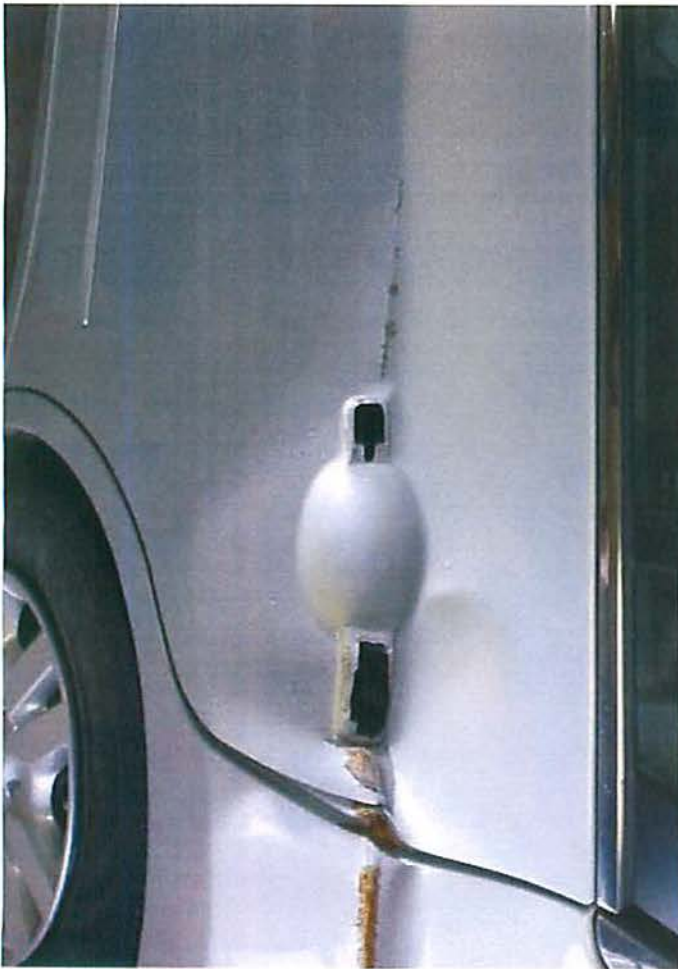
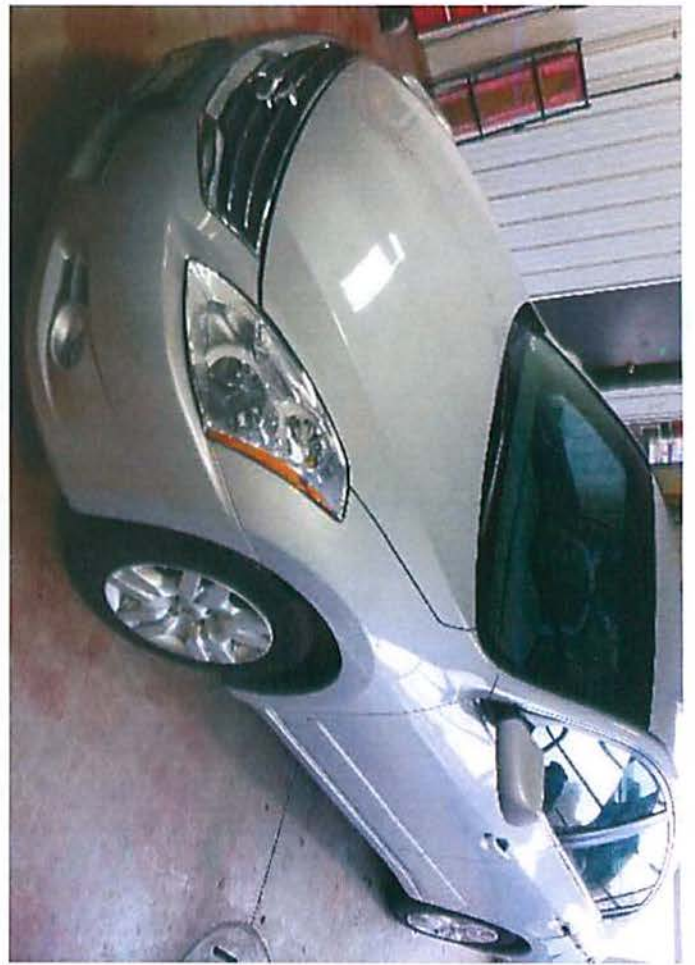
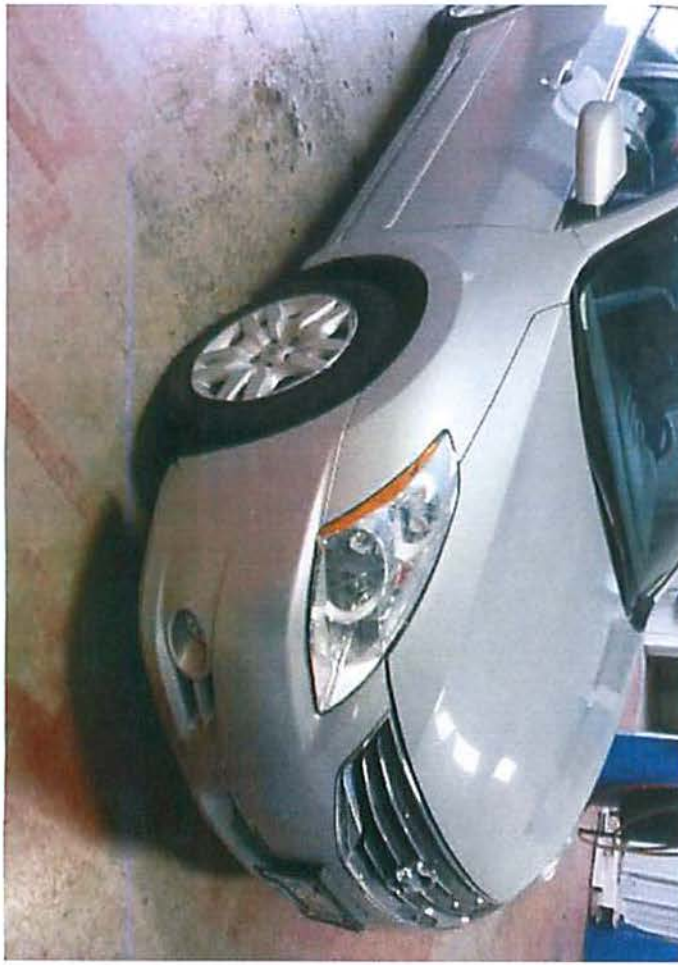


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PK2011

POLICE # C16-03717

ACCIDENT #

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number <b>P0RB1L5</b>		Document Override Number	
Agency Accident Number				Police Number <b>C16-03717</b>					
4 - Accident Date <b>03/01/2016</b>		5 - Time of Accident (Military Time) <b>1907</b>		6 - Total Units <b>02</b>		7 - Total Injured		8 - Total Killed	
2 - County <b>SHEBOYGAN - 59</b>		3 - Municipality <b>SHEBOYGAN - 61, CITY</b>				11 - Accident Location <b>NON-INTERSECTION</b>			
14 - On Hwy No.	14 - On Street Name <b>N 7TH ST</b>			14 - Bus/Fm/Rmp	15 - Est. Dist <b>166</b>	F/MI <b>F</b>	15 - Hwy. Dir <b>SOUTH</b>		
16 - Fr/At Hwy No.	16 - Fror/At Street Name <b>BLUFF AVE</b>				16 - Business/Frontage/Ramp				
17 - Structure Type	17 - Structure Number		12 - Latitude			13 - Longitude			
80 - First Harmful Event <b>PARKED MOTOR VEHICLE</b>				93 - Manner of Collision <b>SIDESWIPE. SAME DIRECTION</b>					
112 - Access Control <b>NO CONTROL</b>		113 - Road Curvature <b>STRAIGHT</b>		113 - Road Terrain <b>LEVEL/FLAT</b>		Surface Type <b>CONCRETE - 1</b>			
115 - Traffic Way <b>NOT-PHYSICALLY-DIVIDED-(2-WAY TRAFFIC)</b>									
117 - Relation To Roadway <b>ON-ROADWAY</b>									
114 - Light Condition <b>DARK-LIGHTED</b>			116 - Road Surface Condition <b>SNOW/SLUSH</b>			118 - Weather <b>CLOUDY</b>			
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 <b>02</b>		23 - Dir Of Travel <b>SOUTH</b>		24 - Speed Limit <b>25</b>	
36 - Operating as Classified <b>D CLASS</b>		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle			
29 - Driver's License Number <b>A4008187805202</b>		30 - State <b>WI</b>	31 - Expiration Year <b>2017</b>	34 - On Duty Accident <b>WINTER-HWY-MAINTENANCE</b>			
25 - Operator/Pedestrian Last Name <b>ALLEE</b>			25 - First Name <b>TIMOTHY</b>		25 - Middle Initial <b>THOMAS</b>	25 - Suffix	
32 - Date Of Birth <b>02/12/1978</b>		33 - Sex <b>MALE</b>					
26 - Address Street & Number <b>2415 N 11TH ST</b>					26 - PO Box		
27 - City <b>SHEBOYGAN</b>			27 - State <b>WI</b>	27 - Zip Code <b>530834806</b>		28 - Telephone Number <b>(920) 980-4630 EXT.</b>	
39 - Seat Position <b>FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)</b>				40 - Safety Equipment <b>SHOULDER-BELT-AND-LAP-BELT-USED</b>			
38 - Injury Severity <b>N - NO APPARENT INJURY</b>		41 - Airbag <b>NON-DEPLOYED</b>		42 - Ejected <b>NOT-EJECTED</b>		44 <input type="checkbox"/> Medical Transport	
43 - Trapped/Extricated <b>NOT-TRAPPED</b>		92 - Pedestrian Location		92 - Pedestrian Action			
119 - What Driver Was Doing <b>GOING-STRAIGHT</b>			120 - Traffic Control <b>NO-CONTROL</b>			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 <b>NOT-APPLICABLE</b>							
88 - Driver or Pedestrian Cond <b>APPEARED NORMAL</b>		89 - Substance Presence <b>NEITHER-ALCOHOL-NOR-DRUGS-PRESENT</b>					
90 - Alcohol Test <b>TEST NOT GIVEN</b>			90 - Alcohol Content		91 - Drug Test <b>TEST-NOT-GIVEN</b>		

OPERATOR/PEDESTRIAN 01

PK2011

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

**Vehicle**

<b>VEHICLE 01</b>	21 - Unit Type <b>TRUCK</b>		Vehicle Type <b>SNOW-PLOW</b>			22 - Total Occupants <b>1</b>
	56 - License Plate Number <b>66533</b>		57 - Plate Type <b>MUN</b>	58 - State <b>WI</b>	59 - Exp Year	55 - Vehicle Identification Number <b>1HTWDAAR96J032595</b>
	50 - Year <b>2005</b>	51 - Make <b>INTL</b>	52 - Model	53 - Body Style	54 - Color <b>BLU</b>	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage <b>NONE</b>					
	95 - Extent Of Damage <b>NONE</b>		96 <input type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By	
	123 - Vehicle Factors <b>NOT-APPLICABLE</b>					

**Vehicle Owner**

<b>VEH OWNER 01</b>	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 <b>SHEBOYGAN CITY</b>					
	47 - Address Street & Number <b>828 CENTER AVE #205</b>			47 - PO Box		
	48 - City <b>SHEBOYGAN</b>		48 - State <b>WI</b>	48 - Zip Code <b>53081</b>	49 - Telephone Number <b>(920) 459-3440 EXT.</b>	

**Insurance**

<b>INS 01</b>	63 - Liability Insurance Company <b>GOVERNMENT</b>		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**

<b>BUS 01</b>	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 <b>L - LEGALLY PARKED</b>		81 - Most Harmful Event: Collision With <b>MOTOR VEHICLE IN TRANSPORT</b>		23 - Dir Of Travel <b>SOUTH</b>	24 - Speed Limit <b>N/A</b>
36 - Operating as Classified <b>D CLASS</b>		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

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

**Vehicle**

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

**Vehicle Owner**

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

**Insurance**

<b>INS 02</b>	63 - Liability Insurance Company <b>NOT-REQUIRED</b>		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**

<b>BUS 02</b>	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**

1942 N 7th st

N 7TH ST

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**

<b>WITNESS 01</b>	107 - Witness Last Name <b>HANSON</b>		107 - First Name <b>ALEXANDER</b>		107 - Middle Initial <b>D</b>
	108 - Address Street & Number <b>2109 WIEMANN AVE</b>			108 - PO Box	109 - Date of Birth <b>4/16/1998</b>
	110 - City <b>SHEBOYGAN</b>		State <b>WI</b>	110 - Zip Code <b>53081</b>	111 - Telephone Number <b>(920) 207-6143 EXT.</b>

**Officer Information**

**Wisconsin Motor Vehicle P0RB1L5**  
**Accident Report MV4000e 01/2005**

PK2011

<b>OFFICER INFORMATION</b>	125 - Officer Last Name <b>SAEGER</b>		125 - First Name <b>TRISHA</b>		125 - Middle Initial		131 - Officer ID <b>287</b>		
	129 - Law Enforcement Agency No. <b>6961</b>		130 - Law Enforcement Agency Name <b>SHEBOYGAN POLICE DEPARTMENT</b>						
	126 - Law Enforcement Agency Address Street & Number <b>1315 N 23RD ST</b>								
	127 - City <b>SHEBOYGAN</b>			127 - State <b>WI</b>		127 - Zip Code <b>53061</b>		128 - Telephone Number <b>(920) 459-3333 EXT.</b>	
	132 - Date Notified <b>03/01/2016</b>		133 - Time Notified (Military Time) <b>1907</b>		134 - Time Arrived (Military Time) <b>1925</b>		135 - Date Of Report <b>03/01/2016</b>		
	Agency Accident Number		Police Number <b>C16-03717</b>		19 - Special Study				
	18 - Agency Space <b>SQUAD 33</b>								

III

Res. No. \_\_\_\_\_ - 16 - 17. By Alderperson Donohue. May 16, 2016.

A RESOLUTION discontinuing an alleged public way located within the bounds of city-owned lanes commonly known as the "Schuchardt Farm Property."

WHEREAS, there is a paved lane ("the Paved Lane") located within the City property commonly known as the "Schuchardt Farm Property"; and

WHEREAS, the paved lane is unnamed, but has been referred to on Google Maps as "South 36<sup>th</sup> Street"; and

WHEREAS, a surveyor has done a search of all land records in the area and has found no evidence to show that "the Paved Lane" is a platted road or even exists as a recorded easement; and

WHEREAS, said the "Schuchardt Farm Property" was annexed into the City of Sheboygan in 2013 and prior to that date was wholly within the Town of Sheboygan; and

WHEREAS, it appears the Town of Sheboygan did upkeep on "the Paved Lane," including providing snow plowing and creating a turn-around for plows just south of the boundary line between the southern parcel of the "Schuchardt Farm Property" (described on Exhibit A as "Lot 1") and property owned by the Union Pacific Railroad Company; and

WHEREAS, the City of Sheboygan Department of Public Works has plowed snow on "the Paved Lane" on several occasions since the annexation of the "Schuchardt Farm Property"; and

WHEREAS, it appears that the owner of a property ("the Bertschy Property") located north of the Union Pacific Railroad Company property (which property is not contiguous with the southern parcel of the "Schuchardt Farm Property" and which property is marked on Exhibit A with an "X") has on occasion used "the Paved Lane" to access the property, despite having no recorded legal right to do so; and

WHEREAS, the Sheboygan County Tax Map lists the street address of "the Bertschy Property" as 3618 Lower Falls Road, and such listing suggests that "the Paved Lane" is not a public way; and

WHEREAS, the City of Sheboygan is prepared to enter into an easement agreement with said property owner so as to preserve that owner's ability to access the property through the southern parcel of the "Schuchardt Farm Property," albeit not necessarily via the same route; and

WHEREAS, the potential buyer of the southern parcel of the

Lies over  
to July 5<sup>th</sup>

"Schuchardt Farm Property" has agreed to protect said property owner's access to his property via easement, thereby ensuring that the vacation of the alleged public way will not deprive a landowner of access to a highway; and

WHEREAS, the sale and future development of the southern parcel of the "Schuchardt Farm Property" is dependent on discontinuing any use of "the Paved Lane" as a public way; and

WHEREAS, it is in the public interest to discontinue "the Paved Lane"; and

WHEREAS, said discontinuance does not result in a land locked parcel or property; and

WHEREAS, this resolution in no way acknowledges that "the Paved Lane" is or ever was a public way, but serves only to ensure that no such public way exists; and

WHEREAS, the City of Sheboygan has arranged that a hearing on the passage of this resolution be held in accordance with §66.1003, Wis. Stats., and that notice thereof be published and served as required.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to §66.1003(4), Wis. Stats., the entire alleged public way referred to in this document as "the Paved Lane," located in the approximate area marked with a dash line and so identified on Exhibit A, is hereby VACATED and DISCONTINUED.

\_\_\_\_\_

**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

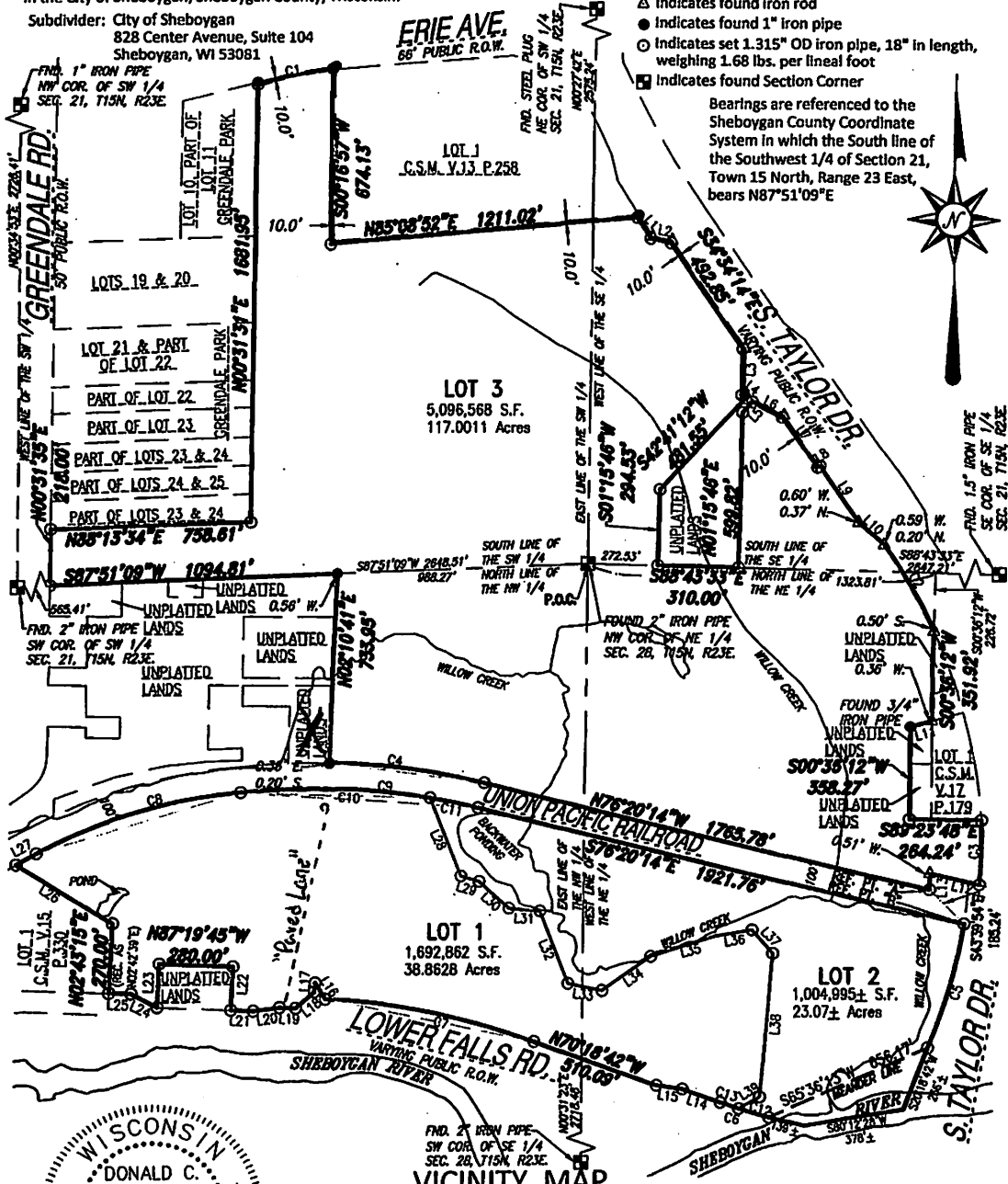
Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**EXHIBIT**  
    A    

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NW 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

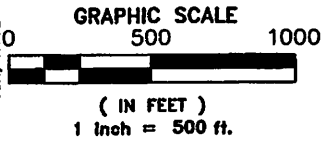
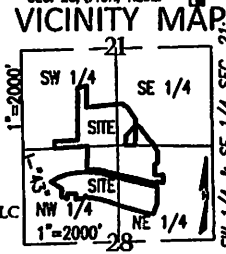
Subdivider: City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081



WISCONSIN  
DONALD C. CHAPUT  
S-1316  
MILWAUKEE  
WI

*Donald C. Chaput*

**CHAPUT LAND SURVEYS LLC**  
234 W. FLORIDA STREET  
MILWAUKEE, WI 53204  
414-224-8068  
www.chaputlandsurveys.com



This Instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

SHEET 1 OF 5  
Date: April 22, 2016  
Drawing No. 2242-dmb



8 4 0 6 8 7 9

Tx:4124454

**CERTIFIED COPY OF RESOLUTION**

**Document Number**

**Title of Document**

**2031668**

**SHEBOYGAN COUNTY, WI**

**RECORDED ON**

**12/07/2016 11:12 AM**

**ELLEN R. SCHLEICHER**

**REGISTER OF DEEDS**

**RECORDING FEE: 30.00**

**EXEMPTION #**

**Cashier ID: 9**

**PAGES: 4**

Record this document with the Register of Deeds

Name and Return Address:

**CITY CLERK**

**CITY OF SHEBOYGAN**

**828 CENTER AV**

**SHEBOYGAN WI 53081**

(Parcel Identification Number)

4

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.

  
\_\_\_\_\_  
City Clerk

Res. No. 10 - 16 - 17. By Alderperson Donohue. May 16, 2016.

A RESOLUTION discontinuing an alleged public way located within the bounds of city-owned lanes commonly known as the "Schuchardt Farm Property."

WHEREAS, there is a paved lane ("the Paved Lane") located within the City property commonly known as the "Schuchardt Farm Property"; and

WHEREAS, the paved lane is unnamed, but has been referred to on Google Maps as "South 36<sup>th</sup> Street"; and

WHEREAS, a surveyor has done a search of all land records in the area and has found no evidence to show that "the Paved Lane" is a platted road or even exists as a recorded easement; and

WHEREAS, said the "Schuchardt Farm Property" was annexed into the City of Sheboygan in 2013 and prior to that date was wholly within the Town of Sheboygan; and

WHEREAS, it appears the Town of Sheboygan did upkeep on "the Paved Lane," including providing snow plowing and creating a turn-around for plows just south of the boundary line between the southern parcel of the "Schuchardt Farm Property" (described on Exhibit A as "Lot 1") and property owned by the Union Pacific Railroad Company; and

WHEREAS, the City of Sheboygan Department of Public Works has plowed snow on "the Paved Lane" on several occasions since the annexation of the "Schuchardt Farm Property"; and

WHEREAS, it appears that the owner of a property ("the Bertschy Property") located north of the Union Pacific Railroad Company property (which property is not contiguous with the southern parcel of the "Schuchardt Farm Property" and which property is marked on Exhibit A with an "X") has on occasion used "the Paved Lane" to access the property, despite having no recorded legal right to do so; and

WHEREAS, the Sheboygan County Tax Map lists the street address of "the Bertschy Property" as 3618 Lower Falls Road, and such listing suggests that "the Paved Lane" is not a public way; and

WHEREAS, the City of Sheboygan is prepared to enter into an easement agreement with said property owner so as to preserve that owner's ability to access the property through the southern parcel of the "Schuchardt Farm Property," albeit not necessarily via the same route; and

WHEREAS, the potential buyer of the southern parcel of the

"Schuchardt Farm Property" has agreed to protect said property owner's access to his property via easement, thereby ensuring that the vacation of the alleged public way will not deprive a landowner of access to a highway; and

WHEREAS, the sale and future development of the southern parcel of the "Schuchardt Farm Property" is dependent on discontinuing any use of "the Paved Lane" as a public way; and

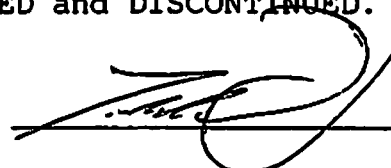
WHEREAS, it is in the public interest to discontinue "the Paved Lane"; and

WHEREAS, said discontinuance does not result in a land locked parcel or property; and

WHEREAS, this resolution in no way acknowledges that "the Paved Lane" is or ever was a public way, but serves only to ensure that no such public way exists; and

WHEREAS, the City of Sheboygan has arranged that a hearing on the passage of this resolution be held in accordance with §66.1003, Wis. Stats., and that notice thereof be published and served as required.

NOW, THEREFORE, BE IT RESOLVED: That pursuant to §66.1003(4), Wis. Stats., the entire alleged public way referred to in this document as "the Paved Lane," located in the approximate area marked with a dash line and so identified on Exhibit A, is hereby VACATED and DISCONTINUED.

  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 18th day of July, 2016.

Dated July 20 2016. Susan Richards, City Clerk

Approved July 20 2016 Michael J. Handley, Mayor

Proceedings Published July 23, 2016.

Resolutions Published July 23, 2016.

Certified July 26, 2016 to - Atty.; City Plan Comm.; DPW; Eng.; Reg. of Seds; Fin. Dir./Treas.; CA; Dir. Of City Dev.; Jon Dolson, County Clerk; Melissa Bertschy

**EXHIBIT**  
A

## CERTIFIED SURVEY MAP NO. \_\_\_\_\_

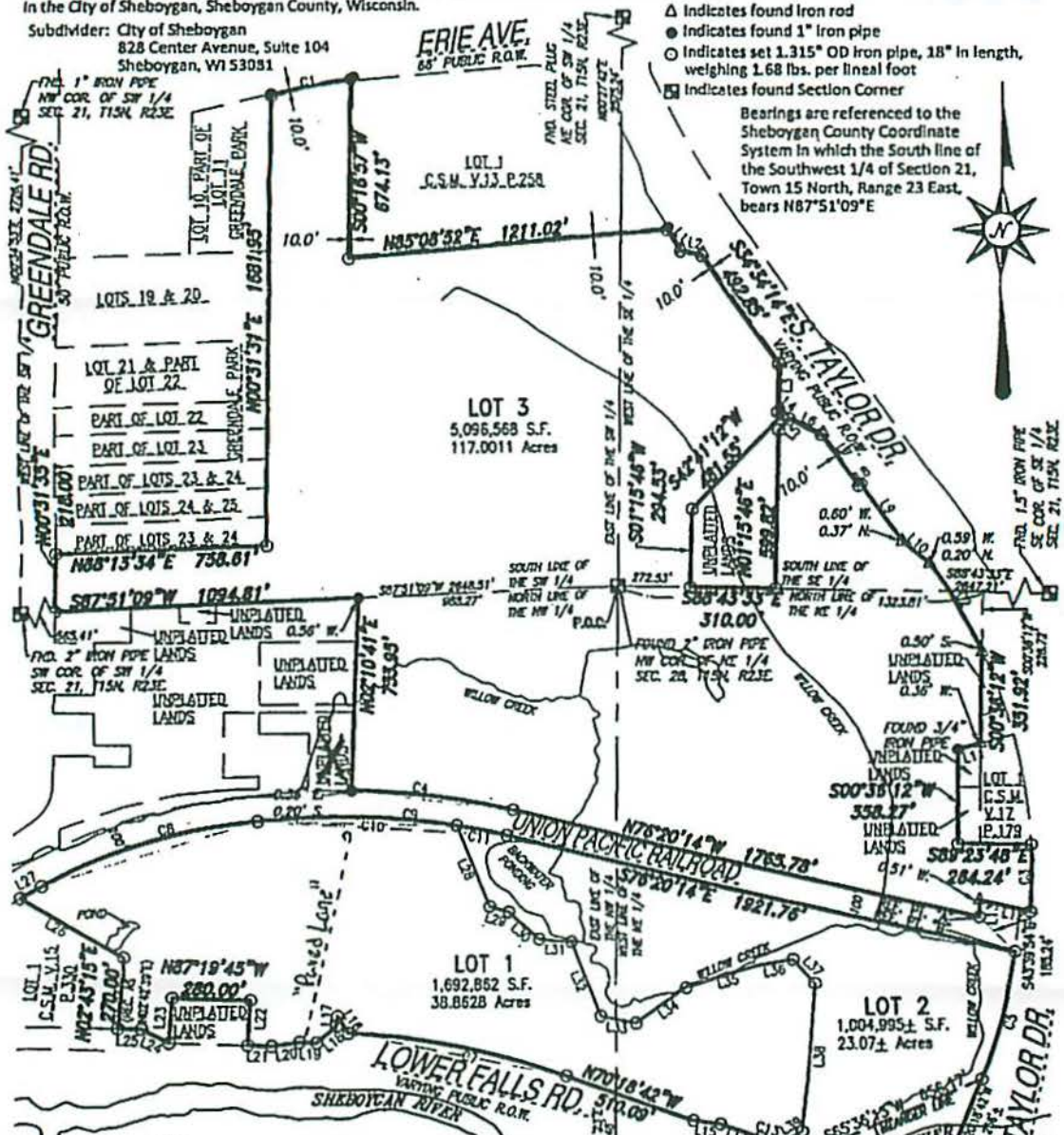
A division of a part of Lot 2, Certified Survey Map recorded in Volume 16, Pages 286 and 287 and lands in part of the NE 1/4, SE 1/4 and SW 1/4 of the SW 1/4, and the SW 1/4 of the SE 1/4 of Section 21, and parts of Gov't Lots 3 and 4 located in the NE 1/4, SE 1/4, SW 1/4 and NW 1/4 of the NE 1/4, and parts of Gov't Lots 1 and 2 located in the NE 1/4, SW 1/4 and NW 1/4 of the NE 1/4 of Section 28, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin.

Subdivider: City of Sheboygan  
828 Center Avenue, Suite 104  
Sheboygan, WI 53081

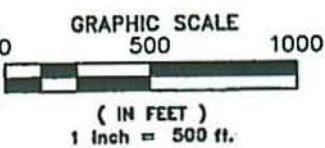
**ERIE AVE.**  
65' PUBLIC R.O.W.

- △ Indicates found iron rod
- Indicates found 1" iron pipe
- Indicates set 1.315" OD iron pipe, 18" in length, weighing 1.68 lbs. per lineal foot
- Indicates found Section Corner

Bearings are referenced to the Sheboygan County Coordinate System in which the South line of the Southwest 1/4 of Section 21, Town 15 North, Range 23 East, bears N87°51'09"E



**CHAPUT LAND SURVEYS LLC**  
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This instrument was drafted by Donald C. Chaput  
Professional Land Surveyor S-1316

SHEET 1 OF 5  
Date: April 22, 2016  
Drawing No. 2242-dmb

## Richards, Susan

---

**From:** Desmoulin, Debbie <acacia@peacecitizen.org>  
**Sent:** Sunday, May 15, 2016 9:17 PM  
**To:** Richards, Susan  
**Subject:** Costs of Aurora Project  
**Attachments:** 2016 05 15 Letter to the Aldermen - costs of Aurora project.docx; Costs Overview for Butzen Soccer-Football Complex.docx; Proposed Plans for Phase 1 of the Butzen Property.docx; Rettler Corporation Master Plan 1 7 14.pdf; 262165402\_201312\_990EZ Sheboygan Soccer 2013.pdf; 262165402\_201412\_990EZ Sheboygan Soccer 2014.pdf; 391590777\_201312\_990EZ Sheboygan Football 2013.pdf

**Importance:** High

Dear Susan Richards,

Attached is my letter including all of the other information mentioned, which I would like to be added to the agenda to be discussed tomorrow, Monday the 16<sup>th</sup>, at the Common Council meeting. Can this also be referred to the Finance and Parks committees for further consideration ?

Also, I would like to be included to be able to speak at the beginning of the meeting at the public forum. How many minutes will I have to speak ? If I cannot make it, can I appoint someone to speak on my behalf ?

Will the aldermen all receive a copy of these documents that I have attached by tomorrow evening at the beginning of the meeting ?

Thank you,

Debbie Desmoulin

Debra Desmoulin  
1704 N. 35<sup>th</sup> St.  
Sheboygan, WI 53081

May 15, 2016

Dear Common Council members of Sheboygan,

I want to bring to your attention that the Field of Dreams transfer to the Butzen property is a financial burden that the City of Sheboygan cannot afford.

1. Looking at the Rettler Corporation's Preliminary Cost Estimate of \$4,693,141, which is for Phase 1 alone, Aurora's contribution to this cost is only \$2,233,244. The City's contribution was to be \$800,000. That makes a total of \$3,033,244, which comes short of the Preliminary Cost Estimate by \$1,659,897. Add this to the \$800,000 the City already agreed to contribute and you have city taxpayers footing a bill of over \$2,500,000. Where will this money come from?
2. Keep in mind that this estimate dates back to January 7<sup>th</sup>, 2014, so you can expect an increase in costs, which translates to most likely over \$3,000,000 for Phase 1 only.
3. Additional missing costs for Phase 1 not accounted for, in Rettler's Preliminary Cost or unable to reasonably estimate, include: lighting for soccer fields, seating, scoreboards, equipment, furniture and supplies for concessions, complex/field maintenance costs during growth, and city infrastructure costs (sidewalks to Butzen complex, turn lanes, stop signs or lights, etc.)
4. And none of this includes yearly maintenance on these fields which will amount to approximately \$150,000 using Scheel's soccer complex in Appleton as a comparable.
5. And finally, this is only Phase 1. Phase 2 was estimated to cost over \$4,500,000.

Attached is an overview of the costs from the Rettler Corporation estimates, the actual Rettler estimate for just Phase 1, a visual of Phase 1 highlighted, and the Rettler estimate Master Plan that includes Phase 2.

Also attached are the tax returns for Sheboygan Soccer (2013 & 2014 returns) and Sheboygan Football (2013 only, 2014 is not yet posted) which clearly show that they cannot afford the \$1.7 million for Phase 1 or the annual maintenance fees, not to mention Phase 2. Refer to Line 18 on their tax returns.

The City is already trying to find ways to finance the repair of our roads. Taxpayers have already been burdened with a wheel tax. How much more can the citizens be taxed for replacing fields that we already have?

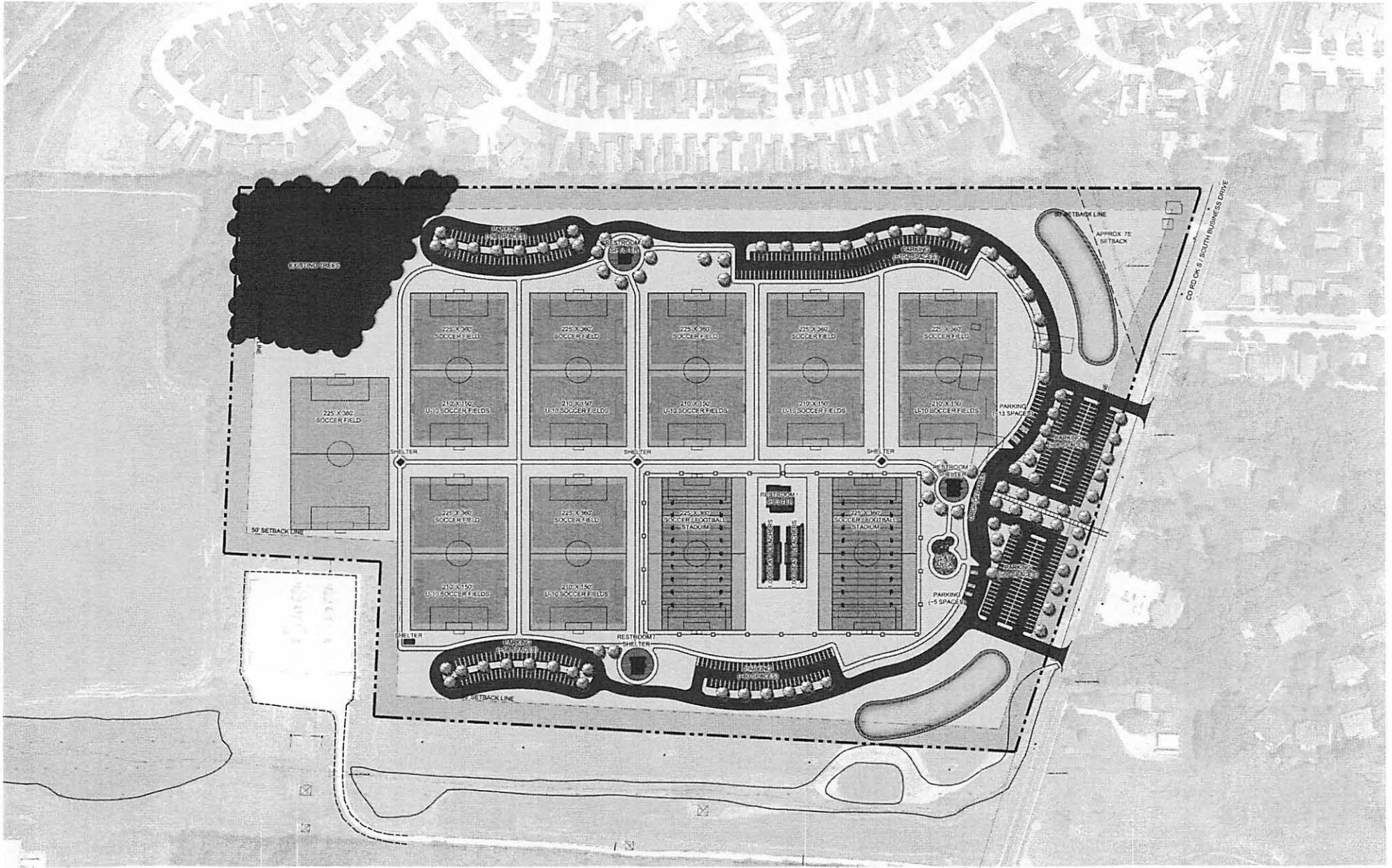
It's overly generous of the City to give to Aurora for free the acreage of the Butzen property. Even if we get to use the Butzen property, which was supposed to be an equestrian farm for kids, according to the Butzen will, why did the City decide to allow it to be developed for private soccer and football clubs rather than for public use to benefit all of Sheboygan citizens, who are the ones who are currently responsible for funding it?

The SASD gets out of these costs scott-free and they are transferred to the City. Why are we getting stuck with this bill and the maintenance fee responsibilities that should have been the School District's responsibilities? Why are we allowing this to happen when there are so many future unknown costs?

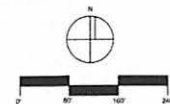
I bring up this concern because we can reverse the zoning for the Field of Dreams back to what it was previously to encourage Aurora to find a more suitable project less costly to Sheboygan taxpayers. We can hold Aurora off until they provide us with the information that would guarantee that this project can be fully funded, including the yearly maintenance by other than Sheboygan taxpayers. If Aurora cannot reassure us that we won't be stuck with a bill exceeding taxpayer capacity, then we can direct them to choose a more appropriate commercial property in Sheboygan that is already zoned for their purposes, which would lighten all costs, including infrastructure that has not yet been assessed at all.

Thank you for your consideration,

Debbie Desmoulin



SHEBOYGAN BUTZEN RECREATION CAMPUS  
PREFERRED CONCEPT ~ 430 SPACES



**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>EARTHWORK/DEMOLITION (49.2 ACRES)</b>						<b>\$1,294,914.80</b>
1.	Demolition / Clearing and Grubbing	L.S.	1	\$50,000.00	\$50,000.00	
2.	Mobilization	L.S.	1	\$50,000.00	\$50,000.00	
3.	Common Excavation	C.Y.	215,000	\$3.00	\$645,000.00	
4.	Stripping Topsoil (10-in )	C.Y.	66,145	\$2.50	\$165,362.50	
5.	Place Topsoil (at 10-in )	C.Y.	66,145	\$2.50	\$165,362.50	
6.	Seed/Fertilize/Mulch Common Green Space	S.F.	1,384,915	\$0.12	\$166,189.80	
7.	Erosion Control	L.S.	1	\$50,000.00	\$50,000.00	
8.	Tracking Pad	EACH	2	\$1,500.00	\$3,000.00	
<b>UTILITIES</b>						<b>\$805,470.00</b>
9.	Stormwater Management Facilities	EACH	2	\$30,000.00	\$60,000.00	
10.	Storm Sewer	L.F.	8,158	\$40.00	\$326,320.00	
11.	Storm Basin	EACH	53	\$1,750.00	\$92,750.00	
12.	Storm Endwalls	EACH	10	\$2,500.00	\$25,000.00	
13.	Electrical Underground Service	L.S.	1	\$50,000.00	\$50,000.00	
14.	Sanitary	L.F.	2,095	\$60.00	\$125,700.00	
15.	Water	L.F.	2,095	\$60.00	\$125,700.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (58 SPACES)</b>						<b>\$88,683.20</b>
16.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,978	\$14.00	\$55,692.00	
17.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,184	\$6.80	\$28,451.20	
18.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
19.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (104 SPACES)</b>						<b>\$91,282.40</b>
20.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	4,067	\$14.00	\$56,938.00	
21.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,233	\$6.80	\$28,784.40	
22.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	3	\$1,020.00	\$3,060.00	
23.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (13 SPACES)</b>						<b>\$10,481.20</b>
24.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	345	\$14.00	\$4,830.00	
25.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	384	\$6.80	\$2,611.20	
26.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
27.	Striping	L.S.	1	\$1,000.00	\$1,000.00	
<b>PAVEMENT STRUCTURE - NORTH PARKING (66 SPACES)</b>						<b>\$94,100.40</b>
28.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,670	\$14.00	\$51,380.00	
29.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	3,778	\$6.80	\$25,690.40	
30.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
31.	24" Curb and Gutter	L.F.	545	\$22.00	\$11,990.00	
32.	Striping	L.S.	1	\$3,000.00	\$3,000.00	
<b>PAVEMENT STRUCTURE - NORTH DRIVE</b>						<b>\$119,950.40</b>
33.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	5,510	\$14.00	\$77,140.00	
34.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	5,928	\$6.80	\$40,310.40	
35.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	0	\$1,020.00	\$0.00	
36.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - SOUTH DRIVE</b>						<b>\$99,106.40</b>
37.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	4,536	\$14.00	\$63,504.00	
38.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,868	\$6.80	\$33,102.40	
39.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	0	\$1,020.00	\$0.00	
40.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (66 SPACES)</b>						<b>\$94,100.40</b>
41.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,670	\$14.00	\$51,380.00	
42.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	3,778	\$6.80	\$25,690.40	
43.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
44.	24" Curb and Gutter	L.F.	545	\$22.00	\$11,990.00	
45.	Striping	L.S.	1	\$3,000.00	\$3,000.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (5 SPACES)</b>						<b>\$9,610.80</b>
46.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	209	\$14.00	\$2,926.00	
47.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	236	\$6.80	\$1,604.80	
48.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	4	\$1,020.00	\$4,080.00	
49.	Striping	L.S.	1	\$1,000.00	\$1,000.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (60 SPACES)</b>						<b>\$58,251.60</b>
50.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	2,495	\$14.00	\$34,930.00	
51.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	2,612	\$6.80	\$17,761.60	
52.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	3	\$1,020.00	\$3,060.00	
53.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - SOUTH PARKING (58 SPACES)</b>						<b>\$88,683.20</b>
54.	HMA Type E-0.3, 3.0-inch Depth Parking Lot	S.Y.	3,978	\$14.00	\$55,692.00	
55.	Dense Graded Base, 12-inch Depth - Parking Lot	S.Y.	4,184	\$6.80	\$28,451.20	
56.	Concrete Curb Ramp w/ Detectable Warning Field	EACH	2	\$1,020.00	\$2,040.00	
57.	Striping	L.S.	1	\$2,500.00	\$2,500.00	
<b>PAVEMENT STRUCTURE - WALKING PATHS (NORTH)</b>						<b>\$111,040.00</b>
58.	HMA Type E-0.3, 3.0-inch Depth Paths	S.Y.	5,039	\$14.00	\$70,546.00	
59.	Dense Graded Base, 12-inch Depth	S.Y.	5,955	\$6.80	\$40,494.00	

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettlar Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>PAVEMENT STRUCTURE - PLAZAS (NORTH)</b>						<b>\$45,664.00</b>
60.	Concrete, 5" depth	S.F.	8,000	\$5.00	\$40,000.00	
61.	Dense Graded Base, 6-inch Depth	S.Y.	944	\$6.00	\$5,664.00	
<b>PAVEMENT STRUCTURE - THICKENED EDGE WALK (NORTH)</b>						<b>\$145,243.50</b>
62.	Thickened Edge Walk, 5" depth	S.F.	17,497	\$7.50	\$131,227.50	
63.	Dense Graded Base, 6-inch Depth	S.Y.	2,336	\$6.00	\$14,016.00	
<b>PAVEMENT STRUCTURE - WALKING PATHS (SOUTH)</b>						<b>\$47,718.20</b>
64.	HMA Type E-0.3, 3.0-inch Depth Paths	S.Y.	2,168	\$14.00	\$30,352.00	
65.	Dense Graded Base, 12-inch Depth	S.Y.	2,554	\$6.80	\$17,367.20	
<b>PAVEMENT STRUCTURE - PLAZAS (SOUTH)</b>						<b>\$25,458.00</b>
66.	Concrete, 5" depth	S.F.	4,464	\$5.00	\$22,320.00	
67.	Dense Graded Base, 6-inch Depth	S.Y.	523	\$6.00	\$3,138.00	
<b>PAVEMENT STRUCTURE - THICKENED EDGE WALK (SOUTH)</b>						<b>\$107,569.50</b>
68.	Thickened Edge Walk, 5" depth	S.F.	12,957	\$7.50	\$97,177.50	
69.	Dense Graded Base, 6-inch Depth	S.Y.	1,732	\$6.00	\$10,392.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
70.	Finish Grading / Crowning	S.Y.	9,000	\$1.50	\$13,500.00	
71.	Irrigation	L.S.	1	\$30,000.00	\$30,000.00	
72.	Athletic Field Seeding	S.F.	81,000	\$0.15	\$12,150.00	
73.	Soccer Goals	L.S.	1	\$4,000.00	\$4,000.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
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<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$59,650.00</b>
<b>SOCCER/FOOTBALL COMPLEX (TWO FIELDS)</b>						<b>\$276,826.00</b>
74.	Irrigation	L.S.	2	\$35,000.00	\$70,000.00	
75.	Athletic Field Seeding	S.F.	186,200	\$0.15	\$27,930.00	
76.	Soccer Goals	L.S.	2	\$4,000.00	\$8,000.00	
77.	Concrete Bleacher Pad, 5" depth	S.F.	30,068	\$5.00	\$150,340.00	
78.	Dense Graded Base, 6-inch Depth	S.Y.	3,426	\$6.00	\$20,556.00	
<b>MISCELLANEOUS</b>						<b>\$150,000.00</b>
79.	Landscaping	L.S.	1	\$150,000.00	\$150,000.00	

PRELIMINARY COST ESTIMATE  
 Sheboygan Butzen Farm Multiuse Recreational Campus  
 Sheboygan, WI  
 January 7, 2014  
 Site Master Plan - Base Project Cost  
 Rettler Project No.: 14.072



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>SUMMARY</b>						
<i>CONSTRUCTION ITEMS TOTAL:</i>						\$4,241,355.00
<i>CONTINGENCY at 5%:</i>						\$212,067.75
<i>CONSTRUCTION ESTIMATE SUBTOTAL:</i>						\$4,453,422.75
<i>GEOTECHNICAL SERVICES</i>						\$8,500.00
<i>DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS /</i>						
<i>STORMWATER DESIGN / PERMITTING / BIDDING /</i>						
<i>CONTRACT ADMINISTRATION at 7%:</i>						\$311,739.59
<i>CONSTRUCTION OBSERVATION at 2.5%</i>						\$111,335.57
<b>BASE PROJECT TOTAL</b>						<b>\$4,884,997.91</b>

**AMENITIES / PROJECT ADDS**

<b>SITE LIGHTING</b>						<b>\$196,000.00</b>
1.	Lighting (North Parking - 58 Spaces)	EACH	5	\$3,500.00	\$17,500.00	
2.	Lighting (North Parking - 104 Spaces)	EACH	6	\$3,500.00	\$21,000.00	
3.	Lighting (North Parking - 13 Spaces)	EACH	3	\$3,500.00	\$10,500.00	
4.	Lighting (North Parking - 66 Spaces)	EACH	9	\$3,500.00	\$31,500.00	
5.	Lighting (North Drive)	EACH	6	\$3,500.00	\$21,000.00	
6.	Lighting (South Drive)	EACH	5	\$3,500.00	\$17,500.00	
7.	Lighting (South Parking - 66 Spaces)	EACH	9	\$3,500.00	\$31,500.00	
8.	Lighting (South Parking - 5 Spaces)	EACH	3	\$3,500.00	\$10,500.00	
9.	Lighting (South Parking - 60 Spaces)	EACH	5	\$3,500.00	\$17,500.00	
10.	Lighting (South Parking - 58 Spaces)	EACH	5	\$3,500.00	\$17,500.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
11.	Topsoil Amendment	S.Y.	9,000	\$4.50	\$40,500.00	
12.	4" Underdrain w/sock	L.F.	2,390	\$10.00	\$23,900.00	
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
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<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>
<b>225'x360' SOCCER / FOOTBALL COMBINATION FIELD</b>						<b>\$64,400.00</b>

**PRELIMINARY COST ESTIMATE**  
**Sheboygan Butzen Farm Multiuse Recreational Campus**  
**Sheboygan, WI**  
**January 7, 2014**  
**Site Master Plan - Base Project Cost**  
**Rettler Project No.: 14.072**



Item No.	Item Description	Units	Estimated Quantity	Unit Price	Extension	Category Sub Total
<b>SOCCER/FOOTBALL COMPLEX (TWO FIELDS)</b>						<b>\$1,698,900.50</b>
13.	Topsail Amendment	S.Y.	20,689	\$4.50	\$93,100.50	
14.	4" Underdrain w/sock	L.F.	5,760	\$10.00	\$57,600.00	
15.	Football Goal Posts	L.S.	2	\$18,000.00	\$36,000.00	
16.	Score Board	EACH	2	\$15,000.00	\$30,000.00	
17.	Athletic Field Lighting	FIELD	2	\$175,000.00	\$350,000.00	
18.	Electrical Service	L.S.	1	\$5,000.00	\$5,000.00	
19.	Flag Pole	EACH	2	\$2,500.00	\$5,000.00	
20.	(2) 1,000 Seat Bleachers with Press Box	SEAT	2,000	\$250.00	\$500,000.00	
21.	4' Perimeter (Vinyl) Fencing	L.F.	2,800	\$24.00	\$67,200.00	
22.	Soccer Netting @each goal	L.S.	2	\$35,000.00	\$70,000.00	
23.	Restroom / Shelter	L.S.	1	\$485,000.00	\$485,000.00	
<b>PLAY AREA</b>						<b>\$99,291.00</b>
24.	Concrete Play Area Walkway Edging, 5" depth	S.F.	3,085	\$5.00	\$15,425.00	
25.	Dense Graded Base, 6-inch Depth	S.Y.	411	\$6.00	\$2,466.00	
26.	Poured-in-Place Play Surface	S.F.	3,760	\$15.00	\$56,400.00	
27.	Play Equipment	L.S.	1	\$25,000.00	\$25,000.00	
<b>MISCELLANEOUS</b>						<b>\$1,090,000.00</b>
28.	12' X 12' Shelters	EACH	3	\$26,000.00	\$78,000.00	
29.	12' X 24' Shelter	EACH	1	\$57,000.00	\$57,000.00	
30.	Concession/Restroom Buildings	EACH	3	\$285,000.00	\$855,000.00	
31.	Signage Allowance	L.S.	1	\$35,000.00	\$35,000.00	
32.	Entry Statement	L.S.	1	\$65,000.00	\$65,000.00	
<b>SUMMARY</b>						
<b>CONSTRUCTION ITEMS TOTAL:</b>						<b>\$3,599,391.50</b>
<b>CONTINGENCY at 5%:</b>						<b>TBD</b>
<b>CONSTRUCTION ESTIMATE SUBTOTAL:</b>						<b>TBD</b>
<b>DESIGN DEVELOPMENT/ CONSTRUCTION DOCUMENTS /</b>						
<b>STORMWATER DESIGN / PERMITTING / BIDDING /</b>						
<b>CONTRACT ADMINISTRATION at 7%:</b>						<b>TBD</b>
<b>CONSTRUCTION OBSERVATION at 2.5%</b>						<b>TBD</b>
<b>AMENITIES / PROJECT ADDS TOTAL</b>						<b>\$0.00</b>

**Short Form**

**Return of Organization Exempt From Income Tax**

**2013**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**Open to Public Inspection**

Department of the Treasury  
Internal Revenue Service

▶ Do not enter Social Security numbers on this form as it may be made public.  
▶ Information about Form 990-EZ and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**A** For the 2013 calendar year, or tax year beginning , 2013, and ending , 20

<b>B</b> Check if applicable: <input type="checkbox"/> Address change <input type="checkbox"/> Name change <input type="checkbox"/> Initial return <input type="checkbox"/> Terminated <input type="checkbox"/> Amended return <input type="checkbox"/> Application pending	<b>C</b> Name of organization <b>Sheboygan Youth Football</b>		<b>D</b> Employer identification number <b>391590777</b>
	Number and street (or P O box, if mail is not delivered to street address) Room/suite <b>PO BOX 732</b>		<b>E</b> Telephone number
	City or town, state or province, country, and ZIP or foreign postal code <b>Sheboygan WI 53082-0732</b>		<b>F</b> Group Exemption Number ▶

**G** Accounting Method  Cash  Accrual Other (specify) ▶ **H** Check  if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

**I** Website: ▶ [sheboyganyouthfootball.com](http://sheboyganyouthfootball.com)

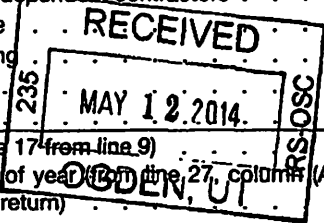
**J** Tax-exempt status (check only one) --  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**K** Form of organization:  Corporation  Trust  Association  Other

**L** Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ ▶ \$

**Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)**  
Check if the organization used Schedule O to respond to any question in this Part I . . . . .

Revenue	1	Contributions, gifts, grants, and similar amounts received . . . . .	1	865
	2	Program service revenue including government fees and contracts . . . . .	2	
	3	Membership dues and assessments . . . . .	3	15440
	4	Investment income . . . . .	4	99
	5a	Gross amount from sale of assets other than inventory . . . . .	5a	
	b	Less: cost or other basis and sales expenses . . . . .	5b	
	c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a) . . . . .	5c	
	6	Gaming and fundraising events		
	a	Gross income from gaming (attach Schedule G if greater than \$15,000) . . . . .	6a	1467
	b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000) . . . . .	6b	29434
c	Less: direct expenses from gaming and fundraising events . . . . .	6c	23161	
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c) . . . . .	6d	7740	
7a	Gross sales of inventory, less returns and allowances . . . . .	7a		
b	Less: cost of goods sold . . . . .	7b		
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a) . . . . .	7c		
8	Other revenue (describe in Schedule O) . . . . .	8		
9	<b>Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8 . . . . . ▶	9	24144	
Expenses	10	Grants and similar amounts paid (list in Schedule O) . . . . .	10	1500
	11	Benefits paid to or for members . . . . .	11	
	12	Salaries, other compensation, and employee benefits . . . . .	12	
	13	Professional fees and other payments to independent contractors . . . . .	13	5720
	14	Occupancy, rent, utilities, and maintenance . . . . .	14	8679
	15	Printing, publications, postage, and shipping . . . . .	15	4069
	16	Other expenses (describe in Schedule O) . . . . .	16	20841
17	<b>Total expenses.</b> Add lines 10 through 16 . . . . . ▶	17	35749	
Net Assets	18	Excess or (deficit) for the year (Subtract line 17 from line 9) . . . . .	18	(15165)
	19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return) . . . . .	19	60810
	20	Other changes in net assets or fund balances (explain in Schedule O) . . . . .	20	
	21	<b>Net assets or fund balances at end of year.</b> Combine lines 18 through 20 . . . . . ▶	21	45645



SCANNED JUN 27 2014

P 10

**Part II Balance Sheets** (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	60810	22 45645
23 Land and buildings		23
24 Other assets (describe in Schedule O)		24
25 Total assets	60810	25 45645
26 Total liabilities (describe in Schedule O)		26
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	60810	27 45645

**Part III Statement of Program Service Accomplishments** (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose?

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

**Expenses**  
(Required for section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts, optional for others)

28 Provided tackle football/cheerleading instruction to approx. 250 5th, 6th, 7th & 8th graders. All participants were supplied with the appropriate football/cheerleading equip. (uniforms, helmets, shoulder pads, pants & jerseys). Participants took part in practices, scrimmages & games. (Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	35749
29		
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	29a	
30		
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31 Other program services (describe in Schedule O) (Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses (add lines 28a through 31a)	32	

**Part IV List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Bill Thiel President 1703 N 37th St Sheboygan WI 53081	4 hr	0	0	0
Scott Schaefer Vice President 2503 Rolling Meadow Dr Sheboygan WI 53083	4hr	0	0	0
Ted Schmetzler Secretary 2001 N 19th St Sheboygan WI 53081	4hr	0	0	0
Bonny Zabel Treasurer 2611 N 6th St Sheboygan WI 53083	4hr	0	0	0
Garry Jones Board Member 1319 S 25th St Sheboygan WI 53081	2hr	0	0	0
Don Kollath Board Member N6919 Prairie Ridge Ct Sheboygan WI 53083	2hr	0	0	0
Dan Zitzer Board Member W1906 W North Ave Sheboygan WI 53083	2hr	0	0	0
Dennis Sohre Board Member N7631 Bittersweet Rd Plymouth WI 53073	2hr	0	0	0
Bob Mair Board Member 2751 Grace Ave Sheboygan WI 53081	2hr	0	0	0

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O . . . . .		✓
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions) . . . . .		✓
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)? . . . . .		✓
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O . . . . .		✓
35b			
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III . . . . .		✓
35c			
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N . . . . .		✓
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ <b>37a</b> _____		
b	Did the organization file Form 1120-POL for this year? . . . . .		✓
37b			
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return? . . . . .		✓
38a			
b	If "Yes," complete Schedule L, Part II and enter the total amount involved . . . . . <b>38b</b> _____		
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9 . . . . . <b>39a</b> _____		
b	Gross receipts, included on line 9, for public use of club facilities . . . . . <b>39b</b> _____		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ _____ ; section 4912 ▶ _____ ; section 4955 ▶ _____		
b	Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I . . . . .		✓
40b			
c	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 . . . . . ▶ _____		
d	Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization . . . . . ▶ _____		
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T . . . . .		✓
40e			
41	List the states with which a copy of this return is filed ▶ <u>Wisconsin</u>		
42a	The organization's books are in care of ▶ <u>BONNY ZABEL</u> Telephone no. ▶ <u>920 457 1253</u> Located at ▶ <u>2611 N 6th St Sheboygan WI</u> ZIP + 4 ▶ <u>53083</u>		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ _____ See the instructions for exceptions and filing requirements for Form TD F 90-22.1, Report of Foreign Bank and Financial Accounts.		✓
42b			
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? . . . . . If "Yes," enter the name of the foreign country: ▶ _____		✓
42c			
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here and enter the amount of tax-exempt interest received or accrued during the tax year . . . . . ▶ <b>43</b> _____ <input type="checkbox"/>		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		✓
44a			
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		✓
44b			
c	Did the organization receive any payments for indoor tanning services during the year? . . . . .		✓
44c			
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O . . . . .		✓
44d			
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .		✓
45a			
45b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions) . . . . .		✓
45b			

	Yes	No
<b>46</b> Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . .	46	✓

**Part VI Section 501(c)(3) organizations only**  
 All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.  
 Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
<b>47</b> Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . .	47	✓
<b>48</b> Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . .	48	✓
<b>49a</b> Did the organization make any transfers to an exempt non-charitable related organization? . . . . .	49a	✓
<b>b</b> If "Yes," was the related organization a section 527 organization? . . . . .	49b	✓

**50** Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
none				

**f** Total number of other employees paid over \$100,000 . . . . . ▶ \_\_\_\_\_


**51** Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
none		

**d** Total number of other independent contractors each received more than \$100,000 of compensation from the organization . . . . . ▶ \_\_\_\_\_

**52** Did the organization complete Schedule A? **Note.** All section 501(c)(3) nonexempt charitable trusts must attach a completed Schedule A.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on information furnished by the taxpayer.

<b>Sign Here</b>	 Signature of officer
	Bonny Zabel- Treasurer Type or print name and title

<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature
	Firm's name ▶	
	Firm's address ▶	

May the IRS discuss this return with the preparer shown above?  Yes  No



**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No 1545-0047

**2013**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ.  
▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Open to Public  
Inspection

Name of the organization <b>Sheboygan Youth Football Inc</b>	Employer identification number <b>39159077</b>
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**Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.**

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state: \_\_\_\_\_
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vii). (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I    b  Type II    c  Type III—Functionally integrated    d  Type III—Non-functionally integrated
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
 

	Yes	No
(i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? . . . . .	11g(i)	
(ii) A family member of a person described in (i) above? . . . . .	11g(ii)	
(iii) A 35% controlled entity of a person described in (i) or (ii) above? . . . . .	11g(iii)	
- h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col (i) listed in your governing document?		(v) Did you notify the organization in col (i) of your support?		(vi) Is the organization in col (i) organized in the US?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A)									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

**Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)**  
 (Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ►	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.") . . . . .						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .						
3 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .						
4 <b>Total.</b> Add lines 1 through 3 . . . . .						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f) . . . . .						
6 <b>Public support.</b> Subtract line 5 from line 4						

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ►	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
7 Amounts from line 4 . . . . .						
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . . .						
9 Net income from unrelated business activities, whether or not the business is regularly carried on . . . . .						
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.) . . . . .						
11 <b>Total support.</b> Add lines 7 through 10						
12 Gross receipts from related activities, etc. (see instructions) . . . . .					12	
13 <b>First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . . ► <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f)) . . . . .	14		%
15 Public support percentage from 2012 Schedule A, Part II, line 14 . . . . .	15		%
16a <b>33 1/3% support test—2013.</b> If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization . . . . . ► <input checked="" type="checkbox"/>			
b <b>33 1/3% support test—2012.</b> If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization . . . . . ► <input type="checkbox"/>			
17a <b>10%-facts-and-circumstances test—2013.</b> If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . ► <input type="checkbox"/>			
b <b>10%-facts-and-circumstances test—2012.</b> If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part IV how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization . . . . . ► <input type="checkbox"/>			
18 <b>Private foundation.</b> If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions . . . . . ► <input type="checkbox"/>			

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
<b>1</b> Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	30541	22791	19705	23109	16305	112451
<b>2</b> Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .	51698	48888	51672	16686	7376	176320
<b>3</b> Gross receipts from activities that are not an unrelated trade or business under section 513	0	0	0	0	0	0
<b>4</b> Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . .	0	0	0	0	0	0
<b>5</b> The value of services or facilities furnished by a governmental unit to the organization without charge . . . .	0	0	0	0	0	0
<b>6 Total.</b> Add lines 1 through 5 . . . .	82239	71679	71377	39795	23681	288771
<b>7a</b> Amounts included on lines 1, 2, and 3 received from disqualified persons . . . .	0	0	0	0	0	0
<b>b</b> Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . .	0	0	0	0	0	0
<b>c</b> Add lines 7a and 7b . . . .	0	0	0	0	0	0
<b>8 Public support</b> (Subtract line 7c from line 6.) . . . .						288771

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
<b>9</b> Amounts from line 6 . . . .	82239	71679	71377	39795	26681	288771
<b>10a</b> Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . .	170	99	61	35	99	464
<b>b</b> Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . .	0	0	0	0	0	0
<b>c</b> Add lines 10a and 10b . . . .	170	99	61	35	99	464
<b>11</b> Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . .	0	0	0	0	0	0
<b>12</b> Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.) . . . .	0	0	0	0	0	0
<b>13 Total support.</b> (Add lines 9, 10c, 11, and 12.) . . . .	82409	71778	71438	39830	26780	289235
<b>14 First five years.</b> If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

<b>15</b> Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f)) . . . .	15	99 %
<b>16</b> Public support percentage from 2012 Schedule A, Part III, line 15 . . . .	16	99 %

**Section D. Computation of Investment Income Percentage**

<b>17</b> Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f)) . . . .	17	1 %
<b>18</b> Investment income percentage from 2012 Schedule A, Part III, line 17 . . . .	18	1 %

- 19a 33 1/3% support tests—2013.** If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . ▶
- b 33 1/3% support tests—2012.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ▶
- 20 Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶





**Part II Fundraising Events.** Complete if the organization answered "Yes" to Form 990, Part IV, line 18, or reported more than \$15,000 of fundraising event contributions and gross income on Form 990-EZ, lines 1 and 6b. List events with gross receipts greater than \$5,000.

		(a) Event #1	(b) Event #2	(c) Other events	(d) Total events
		<u>Cookie Dough Sales</u> (event type)	(event type)	(total number)	(add col (a) through col (c))
Revenue	1	Gross receipts . . . . .	23216		23216
	2	Less: Contributions . . . . .			
	3	Gross income (line 1 minus line 2) . . . . .	23216		23216
Direct Expenses	4	Cash prizes . . . . .	1315		1315
	5	Noncash prizes . . . . .			
	6	Rent/facility costs . . . . .			
	7	Food and beverages . . . . .	28		28
	8	Entertainment . . . . .			
	9	Other direct expenses . . . . .	14868		14868
	10	Direct expense summary. Add lines 4 through 9 in column (d) . . . . . ▶			
11	Net income summary. Subtract line 10 from line 3, column (d) . . . . . ▶				8349

**Part III Gaming.** Complete if the organization answered "Yes" to Form 990, Part IV, line 19, or reported more than \$15,000 on Form 990-EZ, line 6a.

		(a) Bingo	(b) Pull tabs/instant bingo/progressive bingo	(c) Other gaming	(d) Total gaming (add col (a) through col (c))
		Revenue	1	Gross revenue . . . . .	
Direct Expenses	2	Cash prizes . . . . .			
	3	Noncash prizes . . . . .			
	4	Rent/facility costs . . . . .			
	5	Other direct expenses . . . . .			
6	Volunteer labor . . . . .	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	<input type="checkbox"/> Yes _____ % <input type="checkbox"/> No	
7	Direct expense summary. Add lines 2 through 5 in column (d) . . . . . ▶				
8	Net gaming income summary. Subtract line 7 from line 1, column (d) . . . . . ▶				

9 Enter the state(s) in which the organization operates gaming activities: wisconsin  
 a Is the organization licensed to operate gaming activities in each of these states?  Yes  No

b If "No," explain: \_\_\_\_\_  
 \_\_\_\_\_

10a Were any of the organization's gaming licenses revoked, suspended or terminated during the tax year?  Yes  No

b If "Yes," explain: \_\_\_\_\_  
 \_\_\_\_\_



**SCHEDULE O  
(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No 1545-0047

**2013**

Open to Public  
Inspection

Name of the organization

Sheboygan Youth Football Inc

Employer identification number

391590777

990-EZ, #10 (Scholarship) - Three \$500 scholarships were given to three area high school students. Eligibility was based on a grade point of  
least a 3.0 out of 4.0, participation in Youth Football and High School Sports, teacher recommendations and a submitted essay. The funds  
were distributed once the student submitted a copy of his/her first semester transcripts.

990-EZ, #16 (Other Expenses) - Football equipment (helmets, shoulder pads, pants, jerseys), Cheerleader Uniforms  
field maint. & equipment, board meetings and other football related items

# Total Actual Costs for Butzen Athletic Fields – Phase 1

## Rettler Corporation – Preliminary Cost Estimate

<b>Base Project Total for Phase 1:</b> <b>\$3,096,244</b>  (Rettler Corp. Pages 1 & 2 of Phase 1)	Earthwork/Demolition, Seeding/Fertilize for 5 Fields Utilities (about half of the utilities) Parking North Drive Walking Paths (North) 5 Soccer Fields
<b>ADDITIONAL COSTS per Rettler Corporation Estimate: Amenities/Project Adds section from Rettler Corporation (Pages 2 &amp; 3 of Phase 1), not included in Base Project Total,</b>	
\$65,000	Entry Statement
\$570,000	Concession/Restroom Buildings (2 in Phase 1)
\$78,000	Shelters (3 in Phase 1)
\$35,000	Signage
\$101,500	Lighting (parking lots & drive)
\$45,664	Pavement Structure - Plazas (North)
\$322,000	Additional \$64,400 per field (for topsoil amendment and drainage on each field) (this is the part that makes the fields "tournament style")
\$150,000	Landscaping
<b>\$ 1,367,164</b>	<b>Total Additional Costs</b>
\$68,358	Contingency costs for the above per Rettler Cost Estimate (5%)
\$100,487	Contract administration costs for the above per Rettler Cost Estimate (7%)
\$35,888	Construction observation costs for the above per Rettler Cost Estimate (2.5%)
<b>\$ 204,733</b>	<b>Total Construction Costs</b>
\$25,000	Soccer Goals for 5 fields (estimated average \$5,000 a pair)
<b>\$25,000</b>	<b>Total Additional Costs</b>
<b>\$1,596,897</b>	<b>Total Estimated Additional Costs</b>
<b>\$4,693,141</b>	<b>TOTAL ACTUAL ESTIMATED COST FOR PHASE 1 (Base cost \$3,096,244 + \$1,596,897)</b>
<b>\$3,033,244.11</b>	<b>Current Accounted for Funding (Aurora's "donation" \$2,233,244.11 City of Sheboygan Contribution \$800,000)</b>
<b>\$-1,659,897</b>	<b>Funds SHORT to complete Phase 1</b>

See Page 2 for additional costs NOT included in above and annual maintenance costs.

**Additional missing costs for Phase 1 not accounted for in Rettler's Preliminary Cost or unable to reasonably estimate include:**

- Lighting for soccer fields
- Seating, Scoreboards
- Equipment, furniture and supplies for concessions
- Complex/Field maintenance costs during growth
- City infrastructure costs (sidewalks to Butzen complex, turn lanes, stop signs or lights, etc.)

**Ongoing annual maintenance fees for 5 Soccer Fields not budgeted for:**

Ongoing annual maintenance fees for the city for 5 soccer fields (\$150,000 annually - estimate based on comparable: Scheel's soccer complex in Appleton, WI). Double this after completion of Phase 2.

**PHASE 2 COSTS per Rettler Estimate:** an additional \$4.5 Million Dollars  
(to complete the other half of the complex)

# Total Actual Costs for Butzen Athletic Fields – Phase 1

## Rettler Corporation – Preliminary Cost Estimate

<b>Base Project Total for Phase 1:</b> <b>\$3,096,244</b>  (Rettler Corp. Pages 1 & 2 of Phase 1)	Earthwork/Demolition, Seeding/Fertilize for 5 Fields Utilities (about half of the utilities) Parking North Drive Walking Paths (North) 5 Soccer Fields
<b>ADDITIONAL COSTS per Rettler Corporation Estimate: Amenities/Project Adds section from Rettler Corporation (Pages 2 &amp; 3 of Phase 1), not included in Base Project Total,</b>	
\$65,000	Entry Statement
\$570,000	Concession/Restroom Buildings (2 in Phase 1)
\$78,000	Shelters (3 in Phase 1)
\$35,000	Signage
\$101,500	Lighting (parking lots & drive)
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\$322,000	Additional \$64,400 per field (for topsoil amendment and drainage on each field) (this is the part that makes the fields “tournament style”)
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<i>\$ 1,367,164</i>	<i>Total Additional Costs</i>
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<i>\$ 204,733</i>	<i>Total Construction Costs</i>
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<i>\$25,000</i>	<i>Total Additional Costs</i>
<i>\$1,596,897</i>	<i>Total Estimated Additional Costs</i>
<b>\$4,693,141</b>	<b>TOTAL ACTUAL ESTIMATED COST FOR PHASE 1 (Base cost \$3,096,244 + \$1,596,897)</b>
<b>\$3,033,244.11</b>	<b>Current Accounted for Funding (Aurora’s “donation” \$2,233,244.11 City of Sheboygan Contribution \$800,000)</b>
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See Page 2 for additional costs NOT included in above and annual maintenance costs.

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**PHASE 2 COSTS per Rettler Estimate:** an additional \$4.5 Million Dollars  
(to complete the other half of the complex)

Form **990-EZ**

**Short Form**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-1150

**2013**

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

▶ Do not enter Social Security numbers on this form as it may be made public.

**Open to Public Inspection**

▶ Information about Form 990-EZ and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Department of the Treasury  
Internal Revenue Service

**A** For the 2013 calendar year, or tax year beginning 2013, and ending 20

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Terminated  
 Amended return  
 Application pending

**C** Name of organization: Sheboygan Area Youth Soccer Organization, Inc  
 Number and street (or P.O. box, if mail is not delivered to street address): 2601 MacArthur Ave Room/suite  
 City or town, state or province, country, and ZIP or foreign postal code: Sheboygan WI 53083

**D** Employer identification number: 26-2405402  
**E** Telephone number: 920 917 7147  
**F** Group Exemption Number ▶ n/a

**G** Accounting Method:  Cash  Accrual Other (specify) ▶ n/a

**H** Check  if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

**I** Website: ▶ sheboygan.soccer.org

**J** Tax-exempt status (check only one) -  501(c)(3)  501(c) ( ) ◀ (insert no.)  4947(a)(1) or  527

**K** Form of organization:  Corporation  Trust  Association  Other n/a

**L** Add lines 5b, 6c, and 7b, to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. ▶ \$ 71,875

**Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)**

Check if the organization used Schedule O to respond to any question in this Part I

		1	2	3	4	5a	5b	5c	6a	6b	6c	6d	7a	7b	7c	8	9	10	11	12	13	14	15	16	17	18	19	20	21	
Revenue	<b>1</b> Contributions, gifts, grants, and similar amounts received		18,031																											
	<b>2</b> Program service revenue including government fees and contracts		32,050																											
	<b>3</b> Membership dues and assessments																													
	<b>4</b> Investment income			108																										
	<b>5a</b> Gross amount from sale of assets other than inventory						n/a																							
	<b>b</b> Less: cost or other basis and sales expenses																													
	<b>c</b> Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)																													
	<b>6</b> Gaming and fundraising events																													
	<b>a</b> Gross income from gaming (attach Schedule G if greater than \$15,000)									n/a																				
<b>b</b> Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)									n/a																					
<b>c</b> Less: direct expenses from gaming and fundraising events											11,150																			
<b>d</b> Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)																														
<b>7a</b> Gross sales of inventory, less returns and allowances																														
<b>b</b> Less: cost of goods sold																														
<b>c</b> Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)																														
<b>8</b> Other revenue (describe in Schedule O)																														
<b>9 Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8																														
Expenses	<b>10</b> Grants and similar amounts paid (list in Schedule O)																													
	<b>11</b> Benefits paid to or for members																													
	<b>12</b> Salaries, other compensation, and employee benefits																													
	<b>13</b> Professional fees and other payments to independent contractors																													
	<b>14</b> Occupancy, rent, utilities, and maintenance																													
	<b>15</b> Printing, publications, postage, and shipping																													
	<b>16</b> Other expenses (describe in Schedule O)																													
<b>17 Total expenses.</b> Add lines 10 through 16																														
Net Assets	<b>18</b> Excess or (deficit) for the year (Subtract line 17 from line 9)																													
	<b>19</b> Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)																													
	<b>20</b> Other changes in net assets or fund balances (explain in Schedule O)																													
	<b>21</b> Net assets or fund balances at end of year. Combine lines 18 through 20																													

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 108421

Form **990-EZ** (2013)

SCANNED JUN 10 2014

**Part II Balance Sheets** (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	142,625	140,303
23 Land and buildings	-	-
24 Other assets (describe in Schedule O)	-	-
25 Total assets	142,625	140,303
26 Total liabilities (describe in Schedule O)	-	-
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	142,625	140,303

**Part III Statement of Program Service Accomplishments** (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? Amateur Youth Sports Activities  
 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

	Expenses (Required for section 501(c)(3) and 501(c)(4) organizations and section 4947(a)(1) trusts; optional for others.)
28 <u>Youth Soccer programming promoting fitness, sport, education, sportsmanship and camaraderie</u> (Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	63,061
29 _____ (Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	-
30 _____ (Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	-
31 Other program services (describe in Schedule O) (Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	-
32 Total program service expenses (add lines 28a through 31a)	63,061

**Part IV List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Tony Klockow President	Varies	0	0	0
Chris Lacey Vice President		0	0	0
Mike Hill Treasurer		0	0	0
John Koehler Vice President		0	0	0
Jim Veaser Secretary		0	0	0
Jon Churchill Board Member		0	0	0
Dave Bechel		0	0	0
Michael Sieber		0	0	0
Joe Voelker		0	0	0
Randy Ingers		0	0	0
Jeff Wilhel		0	0	0
Tina Hunt		0	0	0
Rob Havel		0	0	0
Chadron Hunt		0	0	0
Shua Yang		0	0	0

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O . . . . .		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions) . . . . .		X
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)? . . . . .		X
35b	b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O . . . . .		n/a
35c	c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III . . . . .		n/a
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N . . . . .		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ 37a <u>0</u>		
37b	b Did the organization file Form 1120-POL for this year? . . . . .		X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return? . . . . .		X
38b	b If "Yes," complete Schedule L, Part II and enter the total amount involved . . . . .		n/a
39	Section 501(c)(7) organizations. Enter:		
39a	a Initiation fees and capital contributions included on line 9 . . . . .		
39b	b Gross receipts, included on line 9, for public use of club facilities . . . . .		
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 ▶ <u>0</u> ; section 4912 ▶ <u>0</u> ; section 4955 ▶ <u>0</u>		
40b	b Section 501(c)(3) and 501(c)(4) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I . . . . .		X
40c	c Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958 . . . . . ▶ <u>0</u>		
40d	d Section 501(c)(3) and 501(c)(4) organizations. Enter amount of tax on line 40c reimbursed by the organization . . . . . ▶ <u>0</u>		
40e	e All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T . . . . .		X
41	List the states with which a copy of this return is filed ▶ <u>Wisconsin</u>		
42a	The organization's books are in care of ▶ <u>John Kodler</u> Telephone no. ▶ <u>920 419 3777</u> Located at ▶ <u>1607 S Water Street, Sheboygan WI</u> ZIP + 4 ▶ <u>53081</u>		
42b	b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: ▶ <u>n/a</u>		X
42c	c At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: ▶ <u>n/a</u>		X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here and enter the amount of tax-exempt interest received or accrued during the tax year . . . . . ▶ 43 <u>n/a</u> ▶ <input type="checkbox"/>		
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		X
44b	b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ . . . . .		X
44c	c Did the organization receive any payments for indoor tanning services during the year? . . . . .		X
44d	d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O . . . . .		n/a
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)? . . . . .		X
45b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions) . . . . .		n/a

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . . n/a . . . . .

	Yes	No
46		X

**Part VI Section 501(c)(3) organizations only**

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . .

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . . n/a . . . . .

	Yes	No
47		X
48		X
49a		X
49b		n/a

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . . n/a . . . . .

49a Did the organization make any transfers to an exempt non-charitable related organization? . . . . .

b If "Yes," was the related organization a section 527 organization? . . . . . n/a . . . . .

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None	n/a	n/a	n/a	n/a

f Total number of other employees paid over \$100,000 . . . . . n/a

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
None	n/a	n/a

d Total number of other independent contractors each receiving more than \$100,000 of compensation . . . . .

52 Did the organization complete Schedule A? Note. All section 501(c)(3) nonexempt charitable trusts must attach a completed Schedule A.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information furnished to preparer.

Sign Here

Signature of officer: *Anthony J. Klockow*

Type or print name and title: Anthony J. Klockow, President

Paid Preparer Use Only

Print/Type preparer's name: n/a

Preparer's signature: [Signature]

Firm's name: [Signature]

Firm's address: [Signature]

May the IRS discuss this return with the preparer shown above?  Yes  No

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2013**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 990 or Form 990-EZ.

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Open to Public  
Inspection

Name of the organization: Shelby Area Youth Soccer Organization Employer identification number: 26-2165402

**Part I Reason for Public Charity Status** (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box that describes the type of supporting organization and complete lines 11e through 11h.
  - a  Type I    b  Type II    c  Type III—Functionally integrated    d  Type III—Non-functionally integrated
- e  By checking this box, I certify that the organization is not controlled directly or indirectly by one or more disqualified persons other than foundation managers and other than one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2).
- f If the organization received a written determination from the IRS that it is a Type I, Type II, or Type III supporting organization, check this box
- g Since August 17, 2006, has the organization accepted any gift or contribution from any of the following persons?
  - (i) A person who directly or indirectly controls, either alone or together with persons described in (ii) and (iii) below, the governing body of the supported organization? 

	Yes	No
11g(i)		
  - (ii) A family member of a person described in (i) above? 

	Yes	No
11g(ii)		
  - (iii) A 35% controlled entity of a person described in (i) or (ii) above? 

	Yes	No
11g(iii)		
- h Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization in col. (i) listed in your governing document?		(v) Did you notify the organization in col. (i) of your support?		(vi) Is the organization in col. (i) organized in the U.S.?		(vii) Amount of monetary support
			Yes	No	Yes	No	Yes	No	
(A) n/a									
(B)									
(C)									
(D)									
(E)									
<b>Total</b>									

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

N/A

Section A. Public Support

Table with 6 columns: (a) 2009, (b) 2010, (c) 2011, (d) 2012, (e) 2013, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f); 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 6 columns: (a) 2009, (b) 2010, (c) 2011, (d) 2012, (e) 2013, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; 9 Net income from unrelated business activities, whether or not the business is regularly carried on; 10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.); 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 2 columns: Line number, Description. Rows include: 14 Public support percentage for 2013 (line 6, column (f) divided by line 11, column (f)); 15 Public support percentage from 2012 Schedule A, Part II, line 14; 16a 33 1/3% support test—2013; 16b 33 1/3% support test—2012; 17a 10%-facts-and-circumstances test—2013; 17b 10%-facts-and-circumstances test—2012; 18 Private foundation.

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	630	500	500	—	18,031	19,661
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . . .	—	—	—	—	—	—
3 Gross receipts from activities that are not an unrelated trade or business under section 513	46051	43678	40034	45030	43703	218,496
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . . .	—	—	—	—	—	—
5 The value of services or facilities furnished by a governmental unit to the organization without charge . . . . .	—	—	—	—	—	—
6 Total. Add lines 1 through 5 . . . . .	46681	44178	40534	45030	61734	238,157
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . . . . .	—	—	—	—	—	—
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . . .	—	—	—	—	—	—
c Add lines 7a and 7b . . . . .	—	—	—	—	—	—
8 Public support (Subtract line 7c from line 6.) . . . . .						238,157 ✓

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2009	(b) 2010	(c) 2011	(d) 2012	(e) 2013	(f) Total
9 Amounts from line 6 . . . . .	46681	44178	40534	45030	61734	238,157
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . . .	2339	1222	753	554	108	4976
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . . .	—	—	—	—	—	—
c Add lines 10a and 10b . . . . .	2339	1222	753	554	108	4976
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . . .	—	—	—	—	—	—
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part IV.) . . . . .	5000	5000	5030	10000	10033	35063
13 Total support. (Add lines 9, 10c, 11, and 12.) . . . . .	54020	50400	46317	55584	71875	278,196 ✓
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . . ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2013 (line 8, column (f) divided by line 13, column (f)) . . . . .	15	85.6 %
16 Public support percentage from 2012 Schedule A, Part III, line 15 . . . . . 1st 5 years . . . . .	16	n/a %

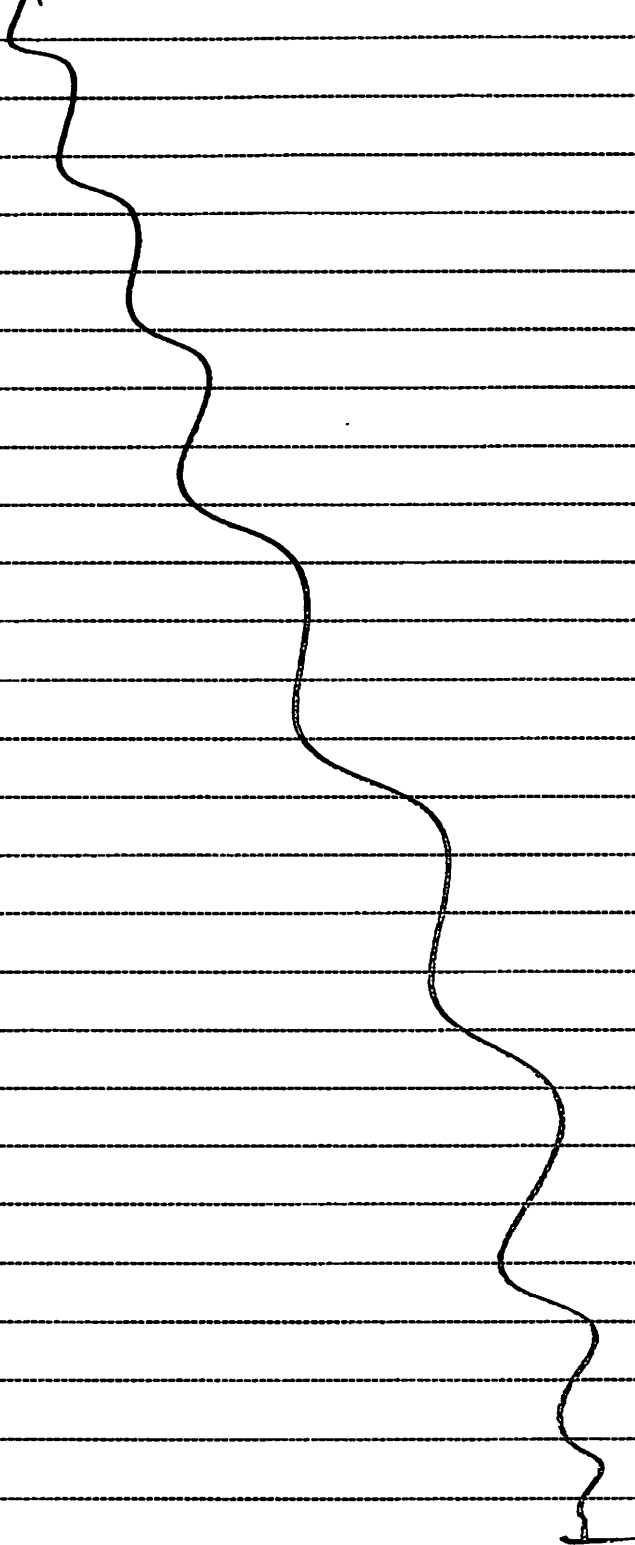
**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2013 (line 10c, column (f) divided by line 13, column (f)) . . . . .	17	1.8 %
18 Investment income percentage from 2012 Schedule A, Part III, line 17 . . . . . 1st 5 years . . . . .	18	n/a %

- 19a 33 1/3% support tests—2013. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . . . . .
- b 33 1/3% support tests—2012. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . . . . .
- 20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions . . . . .

**Part IV** **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions).

n/g



**SCHEDULE O**  
**(Form 990 or 990-EZ)**

Department of the Treasury  
Internal Revenue Service

Name of the organization  
SAYSO, Inc

**Supplemental Information to Form 990 or 990-EZ**

Complete to provide information for responses to specific questions on  
Form 990 or 990-EZ or to provide any additional information.

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

OMB No. 1545-0047

**2013**

Open to Public  
Inspection

Employer identification number

26-2165402

Part 1 - line 16 Other Expenses

Field Improvements/Advertising

\$ 19,309

Game Equipment

5,804

Uniforms

4,942

Meetings/Miscellaneous

1,720

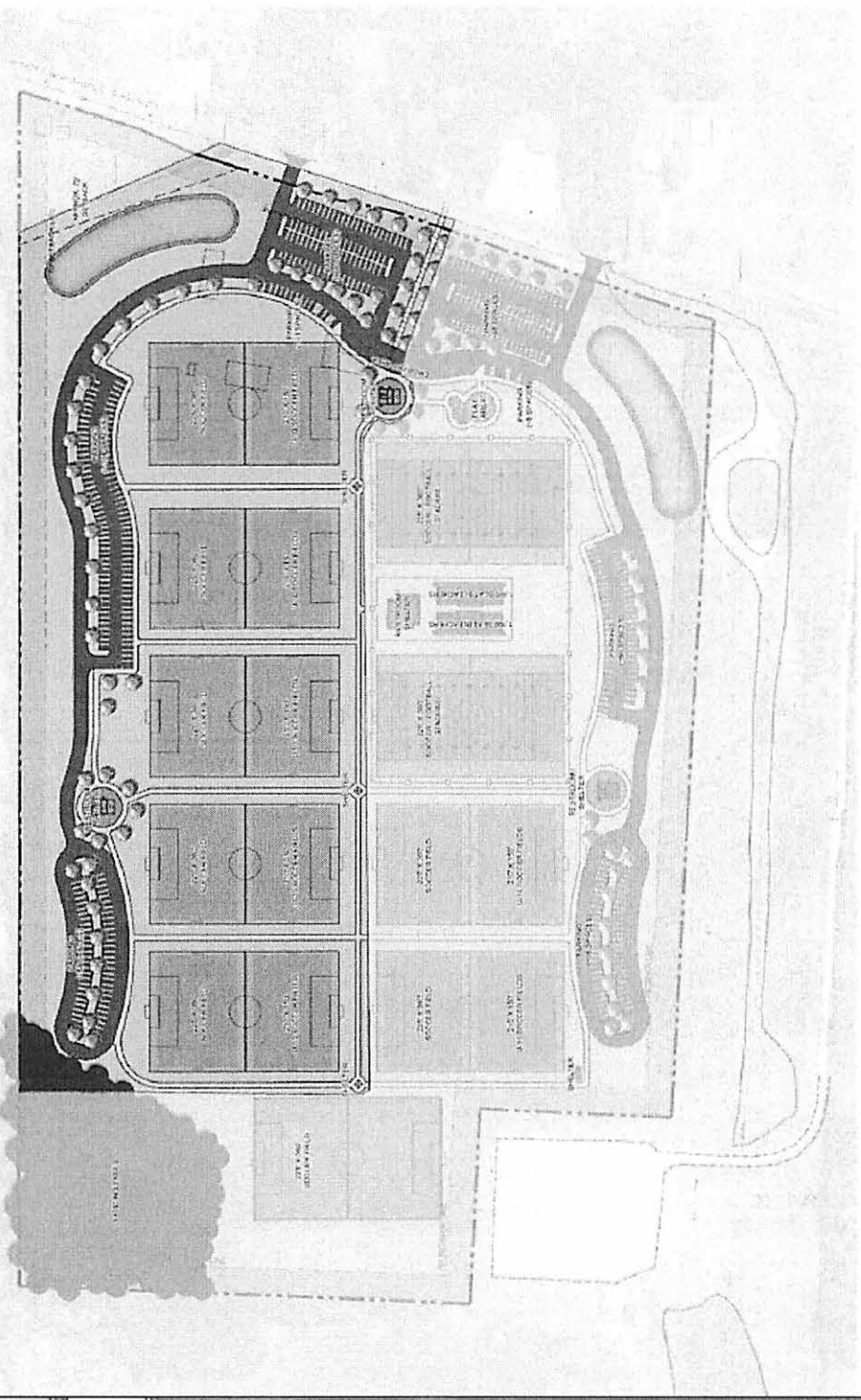
\$ 31,775

Part 1 - line 8 Other Revenue

Sponsorships

\$ 10,033

Proposed Plans for Phase 1 of the Butzen Property



SHEBOYGAN BUTZEN RECREATION CAMPUS  
PREFERRED CONCEPT ~ PHASE 1

Form **990-EZ**

**Short Form**

**Return of Organization Exempt From Income Tax**

OMB No. 1545-1150

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

**2014**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Do not enter social security numbers on this form as it may be made public.

▶ Information about Form 990-EZ and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

**A** For the 2014 calendar year, or tax year beginning 2014, and ending 2014

**B** Check if applicable:  
 Address change  
 Name change  
 Initial return  
 Final return/terminated  
 Amended return  
 Application pending

**C** Name of organization: Sheboygan Area Youth Soccer Organization, Inc  
 Number and street (or P.O. box, if mail is not delivered to street address): PO box 123  
 Room/suite: \_\_\_\_\_  
 City or town, state or province, country, and ZIP or foreign postal code: Sheboygan WI 53082

**D** Employer identification number: 26-2165402  
**E** Telephone number: 920 917 7147  
**F** Group Exemption Number: n/a

**G** Accounting Method:  Cash  Accrual Other (specify) \_\_\_\_\_  
**H** Check  if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).

**I** Website: lakeshoreunitedfc.org

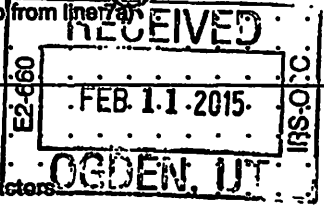
**J** Tax-exempt status (check only one) -  501(c)(3)  501(c) ( ) (insert no.)  4947(a)(1) or  527

**K** Form of organization:  Corporation  Trust  Association  Other n/a

**L** Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part II, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ. \$ 133,928

**Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)**  
 Check if the organization used Schedule O to respond to any question in this Part I

Line	Description	Amount
1	Contributions, gifts, grants, and similar amounts received	-
2	Program service revenue including government fees and contracts	111,382
3	Membership dues and assessments	-
4	Investment income	402
5a	Gross amount from sale of assets other than inventory	-
5b	Less: cost or other basis and sales expenses	-
5c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	-
6	Gaming and fundraising events	
6a	Gross income from gaming (attach Schedule G if greater than \$15,000)	-
6b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	13,884
6c	Less: direct expenses from gaming and fundraising events	10,238
6d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	3,646
7a	Gross sales of inventory, less returns and allowances	-
7b	Less: cost of goods sold	-
7c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	-
8	Other revenue (describe in Schedule O) <u>Sch. 2</u>	8260
9	<b>Total revenue.</b> Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	123,690
10	Grants and similar amounts paid (list in Schedule O)	
11	Benefits paid to or for members	
12	Salaries, other compensation, and employee benefits	1813
13	Professional fees and other payments to independent contractors	74,226
14	Occupancy, rent, utilities, and maintenance	16,447
15	Printing, publications, postage, and shipping	
16	Other expenses (describe in Schedule O) <u>Sch. 2</u>	27,333
17	<b>Total expenses.</b> Add lines 10 through 16	119,819
18	Excess or (deficit) for the year (Subtract line 17 from line 9)	3,871
19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	140,303
20	Other changes in net assets or fund balances (explain in Schedule O)	
21	<b>Net assets or fund balances at end of year.</b> Combine lines 18 through 20	144,174



SCANNED FEB 19 2015

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 106421

Form 990-EZ (2014)

23

**Part II Balance Sheets** (see the instructions for Part II)

Check if the organization used Schedule O to respond to any question in this Part II

	(A) Beginning of year	(B) End of year
22 Cash, savings, and investments	140,303	22 121,530
23 Land and buildings	-	23 -
24 Other assets (describe in Schedule O)	-	24 22,960
25 Total assets	140,303	25 144,490
26 Total liabilities (describe in Schedule O)	-	26 316
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	140,303	27 144,174

**Part III Statement of Program Service Accomplishments** (see the instructions for Part III)

Check if the organization used Schedule O to respond to any question in this Part III

What is the organization's primary exempt purpose? Annual Youth Soccer/Sports Activities

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses  
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 <u>Youth Soccer programming promoting fitness, sport, education, sportsmanship and camaraderie</u>		119,819
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	
29		-
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	28a	
30		-
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	30a	
31 Other program services (describe in Schedule O)		-
(Grants \$ ) If this amount includes foreign grants, check here <input type="checkbox"/>	31a	
32 Total program service expenses (add lines 28a through 31a)	32	119,819

**Part IV List of Officers, Directors, Trustees, and Key Employees** (list each one even if not compensated—see the instructions for Part IV)

Check if the organization used Schedule O to respond to any question in this Part IV

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter -0-)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
<u>Tony Kluckow</u> President	<u>Varies</u>	<u>0</u>	<u>0</u>	<u>0</u>
<u>Chris Lacey</u> Vice President	}	}	}	}
<u>Mike Thill</u> Treasurer				
<u>Jim Teese</u> Secretary				
<u>John Koehler</u> Vice President				
<del>XXXXXXXXXX</del> Board member				
<u>Dave Siebel</u> +				
<u>Michael Huber</u> +				
<u>Joe Voelker</u> +				
<u>Randy Ingels</u> +				
<u>Jeff Walsch</u> +				
<u>Tim Hurd</u> +				
<u>Rob Howe</u> +				
<u>Cameron Stewart</u> +				
<u>Shuo Yang</u> +				
<u>Chris Corrad</u> +				
<u>Jon Churchill</u> +				

Part V Other Information (Note the Schedule A and personal benefit contract statement requirements in the instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V

		Yes	No
33	Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O		X
34	Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions)		X
35a	Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)?		X
b	If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O		n/a
c	Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III		L
36	Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N		X
37a	Enter amount of political expenditures, direct or indirect, as described in the instructions	37a	0
b	Did the organization file Form 1120-POL for this year?	37b	X
38a	Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were any such loans made in a prior year and still outstanding at the end of the tax year covered by this return?	38a	X
b	If "Yes," complete Schedule L, Part II and enter the total amount involved	38b	n/a
39	Section 501(c)(7) organizations. Enter:		
a	Initiation fees and capital contributions included on line 9	39a	L
b	Gross receipts, included on line 9, for public use of club facilities	39b	L
40a	Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under: section 4911 <u>0</u> ; section 4912 <u>0</u> ; section 4955 <u>0</u>		
b	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958 excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I	40b	X
c	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed on organization managers or disqualified persons during the year under sections 4912, 4955, and 4958		0
d	Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line 40c reimbursed by the organization		0
e	All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter transaction? If "Yes," complete Form 8886-T	40e	X
41	List the states with which a copy of this return is filed		Wisconsin
42a	The organization's books are in care of <u>Mike Thill</u> Telephone no. <u>920 208 3789</u> Located at <u>PO Box 123 Shebagan WI 53082</u> ZIP + 4		
b	At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)? If "Yes," enter the name of the foreign country: <u>n/a</u> See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).	42b	X
c	At any time during the calendar year, did the organization maintain an office outside the U.S.? If "Yes," enter the name of the foreign country: <u>n/a</u>	42c	X
43	Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041—Check here and enter the amount of tax-exempt interest received or accrued during the tax year <u>43</u> <u>n/a</u>		<input type="checkbox"/>
44a	Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a	X
b	Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b	X
c	Did the organization receive any payments for indoor tanning services during the year?	44c	X
d	If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d	n/a
45a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a	X
b	Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of Form 990-EZ (see instructions)	45b	n/a

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I . . . . . *n/a* . . . . .

	Yes	No
46		<input checked="" type="checkbox"/>

**Part VI Section 501(c)(3) organizations only**

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI . . . . .

47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II . . . . . *n/a* . . . . .

	Yes	No
47		<input checked="" type="checkbox"/>
48		<input checked="" type="checkbox"/>
49a		<input checked="" type="checkbox"/>
49b		<i>n/a</i>

48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E . . . . . *n/a* . . . . .

49a Did the organization make any transfers to an exempt non-charitable related organization? . . . . .

b If "Yes," was the related organization a section 527 organization? . . . . . *n/a* . . . . .

50 Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
<i>None</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>	<i>n/a</i>

f Total number of other employees paid over \$100,000 . . . . . *0*

51 Complete this table for the organization's five highest compensated independent contractors who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
<i>None</i>	<i>n/a</i>	<i>n/a</i>

d Total number of other independent contractors each receiving more than \$100,000 . . . . .

52 Did the organization complete Schedule A? Note. All completed Schedule A . . . . .

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information provided to the preparer.

Sign Here   
 Signature of officer: *[Signature]*   
 Type or print name and title: *Tommy Blockow, President*

Paid Preparer Use Only   
 Print/Type preparer's name: *n/a*   
 Preparer's signature:   
 Firm's name:   
 Firm's address:

May the IRS discuss this return with the preparer shown above? See instructions.

**SCHEDULE A**  
**(Form 990 or 990-EZ)**

**Public Charity Status and Public Support**

OMB No. 1545-0047

**2014**

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

▶ Attach to Form 990 or Form 990-EZ.

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Information about Schedule A (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Name of the organization

Shelby County Area Youth Soccer Organization Inc

Employer identification number

26-2165402

**Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.**

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1  A church, convention of churches, or association of churches described in section 170(b)(1)(A)(i).
- 2  A school described in section 170(b)(1)(A)(ii). (Attach Schedule E.)
- 3  A hospital or a cooperative hospital service organization described in section 170(b)(1)(A)(iii).
- 4  A medical research organization operated in conjunction with a hospital described in section 170(b)(1)(A)(iii). Enter the hospital's name, city, and state:
- 5  An organization operated for the benefit of a college or university owned or operated by a governmental unit described in section 170(b)(1)(A)(iv). (Complete Part II.)
- 6  A federal, state, or local government or governmental unit described in section 170(b)(1)(A)(v).
- 7  An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 8  A community trust described in section 170(b)(1)(A)(vi). (Complete Part II.)
- 9  An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See section 509(a)(2). (Complete Part III.)
- 10  An organization organized and operated exclusively to test for public safety. See section 509(a)(4).
- 11  An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in section 509(a)(1) or section 509(a)(2). See section 509(a)(3). Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
  - a  **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. You must complete Part IV, Sections A and B.
  - b  **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). You must complete Part IV, Sections A and C.
  - c  **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). You must complete Part IV, Sections A, D, and E.
  - d  **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). You must complete Part IV, Sections A and D, and Part V.
  - e  Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.
  - f Enter the number of supported organizations
  - g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing document?		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A) <u>n/a</u>						
(B)						
(C)						
(D)						
(E)						
<b>Total</b>						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Table with 7 columns: (a) 2010, (b) 2011, (c) 2012, (d) 2013, (e) 2014, (f) Total. Rows include: 1 Gifts, grants, contributions, and membership fees received; 2 Tax revenues levied for the organization's benefit; 3 The value of services or facilities furnished by a governmental unit; 4 Total. Add lines 1 through 3; 5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f); 6 Public support. Subtract line 5 from line 4.

Section B. Total Support

Table with 7 columns: (a) 2010, (b) 2011, (c) 2012, (d) 2013, (e) 2014, (f) Total. Rows include: 7 Amounts from line 4; 8 Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources; 9 Net income from unrelated business activities, whether or not the business is regularly carried on; 10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.); 11 Total support. Add lines 7 through 10; 12 Gross receipts from related activities, etc. (see instructions); 13 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here.

Section C. Computation of Public Support Percentage

Table with 3 columns: Line number, Description, and Percentage. Rows include: 14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f)); 15 Public support percentage from 2013 Schedule A, Part II, line 14; 16a 33 1/3% support test—2014. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization; 16b 33 1/3% support test—2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization; 17a 10%-facts-and-circumstances test—2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization; 17b 10%-facts-and-circumstances test—2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization; 18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions.

**Part III Support Schedule for Organizations Described in Section 509(a)(2)**

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

**Section A. Public Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	500	500	—	18031	—	19,031
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose . . . .	—	—	—	—	2,760	2,760
3 Gross receipts from activities that are not an unrelated trade or business under section 513	43,678	40,034	45,030	43,703	125,266	2197,711
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf . . . .	—	—	—	—	—	—
5 The value of services or facilities furnished by a governmental unit to the organization without charge . . . .	—	—	—	—	—	—
6 Total. Add lines 1 through 5 . . . .	44,178	40,534	45,030	61,734	128,026	319,502
7a Amounts included on lines 1, 2, and 3 received from disqualified persons . . . .	—	—	—	—	—	—
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year . . . .	—	—	—	—	—	—
c Add lines 7a and 7b . . . .	—	—	—	—	—	—
8 Public support (Subtract line 7c from line 6.) . . . .						319,502

**Section B. Total Support**

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
9 Amounts from line 6 . . . .	44,178	40,534	45,030	61,734	128,026	319,502
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources . . . .	1222	753	554	108	402	3,039
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975 . . . .	—	—	—	—	—	—
c Add lines 10a and 10b . . . .	1222	753	554	108	402	3,039
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on . . . .	—	—	—	—	—	—
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI <u>Part. VI</u> ) . . . .	5000	5030	10,000	10,033	5500	35,563
13 Total support. (Add lines 9, 10c, 11, and 12.) . . . .	50400	46317	55,584	71,825	133928	358,104
14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here . . . . ▶ <input type="checkbox"/>						

**Section C. Computation of Public Support Percentage**

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f)) . . . .	15	89.2 %
16 Public support percentage from 2013 Schedule A, Part III, line 15 . . . .	16	85.6 %

**Section D. Computation of Investment Income Percentage**

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f)) . . . .	17	0.8 %
18 Investment income percentage from 2013 Schedule A, Part III, line 17 . . . .	18	1.3 %

- 19a 33 1/3% support tests—2014. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization . ▶
- b 33 1/3% support tests—2013. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization ▶
- 20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ▶

n/a

**Part IV Supporting Organizations**

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

**Section A. All Supporting Organizations**

	Yes	No
1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in Part VI how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.		
2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in Part VI how the organization determined that the supported organization was described in section 509(a)(1) or (2).		
3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.		
b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in Part VI when and how the organization made the determination.		
c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in Part VI what controls the organization put in place to ensure such use.		
4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.		
b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in Part VI how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.		
c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in Part VI what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.		
5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in Part VI, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).		
b Type I or Type II only. Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c Substitutions only. Was the substitution the result of an event beyond the organization's control?		
6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in Part VI.		
7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).		
8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990).		
9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in Part VI.		
b Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in Part VI.		
c Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in Part VI.		
10a Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer (b) below.		
b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)		

n/a

**Part IV Supporting Organizations (continued)**

	Yes	No
<b>11</b> Has the organization accepted a gift or contribution from any of the following persons?		
<b>a</b> A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?		
<b>b</b> A family member of a person described in (a) above?		
<b>c</b> A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		

**Section B. Type I Supporting Organizations**

	Yes	No
<b>1</b> Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
<b>2</b> Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.		

**Section C. Type II Supporting Organizations**

	Yes	No
<b>1</b> Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).		

**Section D. All Type III Supporting Organizations**

	Yes	No
<b>1</b> Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
<b>2</b> Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
<b>3</b> By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

**Section E. Type III Functionally-Integrated Supporting Organizations**

<b>1</b> Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see instructions):		
<b>a</b> <input type="checkbox"/> The organization satisfied the Activities Test. Complete line 2 below.		
<b>b</b> <input type="checkbox"/> The organization is the parent of each of its supported organizations. Complete line 3 below.		
<b>c</b> <input type="checkbox"/> The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).		
<b>2</b> Activities Test. Answer (a) and (b) below.		
<b>a</b> Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
<b>b</b> Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
<b>3</b> Parent of Supported Organizations. Answer (a) and (b) below.		
<b>a</b> Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
<b>b</b> Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

n/a

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations**

1  Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1	Net short-term capital gain	1	
2	Recoveries of prior-year distributions	2	
3	Other gross income (see instructions)	3	
4	Add lines 1 through 3	4	
5	Depreciation and depletion	5	
6	Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6	
7	Other expenses (see instructions)	7	
8	Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8	
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1	Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):		
a	Average monthly value of securities	1a	
b	Average monthly cash balances	1b	
c	Fair market value of other non-exempt-use assets	1c	
d	Total (add lines 1a, 1b, and 1c)	1d	
e	Discount claimed for blockage or other factors (explain in detail in Part VI):		
2	Acquisition indebtedness applicable to non-exempt-use assets	2	
3	Subtract line 2 from line 1d	3	
4	Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4	
5	Net value of non-exempt-use assets (subtract line 4 from line 3)	5	
6	Multiply line 5 by .035	6	
7	Recoveries of prior-year distributions	7	
8	Minimum Asset Amount (add line 7 to line 6)	8	
Section C - Distributable Amount			Current Year
1	Adjusted net income for prior year (from Section A, line 8, Column A)	1	
2	Enter 85% of line 1	2	
3	Minimum asset amount for prior year (from Section B, line 8, Column A)	3	
4	Enter greater of line 2 or line 3	4	
5	Income tax imposed in prior year	5	
6	Distributable Amount. Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6	
7	<input type="checkbox"/> Check here if the current year is the organization's first as a non-functionally-integrated Type III supporting organization (see instructions).		

n/a

**Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)**

Section D - Distributions		Current Year
1	Amounts paid to supported organizations to accomplish exempt purposes	
2	Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3	Administrative expenses paid to accomplish exempt purposes of supported organizations	
4	Amounts paid to acquire exempt-use assets	
5	Qualified set-aside amounts (prior IRS approval required)	
6	Other distributions (describe in Part VI). See instructions.	
7	<b>Total annual distributions.</b> Add lines 1 through 6.	
8	Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.	
9	Distributable amount for 2014 from Section C, line 6	
10	Line 8 amount divided by Line 9 amount	

Section E - Distribution Allocations (see instructions)		(i) Excess Distributions	(ii) Underdistributions Pre-2014	(iii) Distributable Amount for 2014
1	Distributable amount for 2014 from Section C, line 6			
2	Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3	Excess distributions carryover, if any, to 2014:			
a				
b				
c				
d				
e	From 2013 . . . . .			
f	<b>Total of lines 3a through e</b>			
g	Applied to underdistributions of prior years			
h	Applied to 2014 distributable amount			
i	Carryover from 2009 not applied (see instructions)			
j	Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4	Distributions for 2014 from Section D, line 7: \$			
a	Applied to underdistributions of prior years			
b	Applied to 2014 distributable amount			
c	Remainder. Subtract lines 4a and 4b from 4.			
5	Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6	Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7	<b>Excess distributions carryover to 2015.</b> Add lines 3j and 4c.			
8	<b>Breakdown of line 7:</b>			
a				
b				
c				
d	Excess from 2013 . . . . .			
e	Excess from 2014 . . . . .			

**Part VI** **Supplemental information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions.)

Part III, Line 12

Other Income - Sponsorship revenue for uniforms/equipment

**SCHEDULE O**  
**(Form 990 or 990-EZ)**

**Supplemental Information to Form 990 or 990-EZ**

OMB No. 1545-0047

Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information.

**2014**

Open to Public Inspection

Department of the Treasury  
Internal Revenue Service

▶ Attach to Form 990 or 990-EZ.

▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at [www.irs.gov/form990](http://www.irs.gov/form990).

Name of the organization

Sheboygan Youth Soccer Org, Inc

Employer identification number

26-2165402

Sch 1 - Part 1, Line 8 - Other Revenue

Rent - Indoor facility	2,760
Sponsorships	5,500
	<u>8,260</u>

Sch 2 - Part 1, Line 16 - Other Expense

Game Equipment	6,478
Uniforms	10,826
Coach Education/Licensing	425
Team & Player Registration	9,255
Misc	349
	<u>27,333</u>

Other Matters

6.3

II

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

Submitting a communication from Debbie Desmoulin regarding the costs of the Aurora Project and that the Field of Dreams transfer to the Butzen property is a financial burden that the City of Sheboygan cannot afford.

Lis over

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City Clerk

II

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

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

*Law & Lic.*  
\_\_\_\_\_  
City ClerkBEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1218	Cassabaum, Allen W.	2748 N. 11 <sup>th</sup> St., #1
5779	Gill, Stephanie L.	1639 N. 28 <sup>th</sup> St.
1234	Hauke, David A.	910 Indiana Ave., #10
1242	Henning, Rachel M.	818 Sixth St., Kiel;
1487	Herber, James L.	1914 Manor Pky.
1227	Hill, Justin A.	W2640 Miley Rd., Sheb. Falls
1233	Hill, Kay F.	611 N. Water St., #610
1264	Holzer, Danielle M.	W6921 Kettleview Rd., Plymouth
1220	Komorowski, Marie A.	1616 Bell Ave.
1238	Lange, Tiffany M.	2601 S. 17 <sup>th</sup> St.
1259	Lee, Wa	1303 N. 47 <sup>th</sup> St.
1248	Mauer, Patrick T.	W2596 Cty. Rd. 00, Oostburg
1268	Pauly, Grant T.	1711 N. 1 <sup>st</sup> St.
1247	Reichgeld, Emily A.	16 Beechwood Dr.
8267	Schulze, Amanda M.	962 Weeden Creek Rd.
8063	Spader, Jonathan S.	2514 S. 9 <sup>th</sup> St.
1213	Stowers, Kyle T.	966 Broadway ST., #B, Sheb. Falls
8718	Theune, Kimberly A.	1902 Camelot Blvd.
1235	Troullier, Dana M.	2334 N. 29 <sup>th</sup> St.
1225	Vervelde, Caitlin J.	N1910 Dulmes Rd., Cedar Grove
1221	Votaw, Malayna A.	1325 New York Ave.
1620	Wunrow, Douglas V.	1622 S. 8 <sup>th</sup> St.

H.2



BEVERAGE OPERATOR'S LICENSE (RENEW) (June 30, 2018)

<u>No.</u>	<u>Name</u>	<u>Address</u>
5206	Anderson, Teresa L.	2319 Pennsylvania Ave.
7322	Arnsmeier, Dean M.	4622 N. 50 <sup>th</sup> St.
5222	Ashburn, John S.	2720 S. 14 <sup>th</sup> St.
7407	Baird, Jerry E. (Club)	557 Upper Rd., Kohler
7164	Bath, Sherry A.	2509 N. 28 <sup>th</sup> St.
8079	Batres, Edgar D.	2227 Terrace View Dr.
1114	Bower, Karen A.	N6508 W Cty. Rd. A, Greenbush
9903	Charles, Steven A.	619 Huron Ave., #2
5840	Coenen, William F. (Club)	4106 N. 46 <sup>th</sup> St.
6458	Daun, Duane R. (Club)	928 Wisconsin Ave., #317
8026	Dickert, Allen R.	1726 Barrett St.
0640	Dickie, Samantha J.	1910 N. 12 <sup>th</sup> St.
2574	Dietz, Jean M.	721 Geele Ave.
1194	Duby, Cherie L.	2404 N. 22 <sup>nd</sup> St.
0723	Falk-Meyers, Erica S.	1637 Woodland Dr., Green Bay
0596	Farr, Ashley L.	1406 Superior Ave.
8384	Fischer, Cindy L.	826 N. Evans St.
1400	Gosse, Thomas J.	2614 Black Fox Ct.
4026	Graf, James J.	607 Sommer Dr.
8941	Grovogel, Dale A. (Club)	1827 N. 20 <sup>th</sup> St.
6916	Gruenke, Rebecca M.	1412 Union Ave.
7112	Gutschow, Tyson R. (Club)	4881 Dennwood Dr.
7409	Husa, Darrel F. (Club)	1934 N. 6 <sup>th</sup> St.
3550	Jellish, James M. (Club)	N8160 Big Lake Ln., Sherwood
8692	Jensen, Kurt R.	3218 N. 8 <sup>th</sup> St.
1574	Johnston, Janet	1628 S. 19 <sup>th</sup> St.
2073	Kapellen, Sandra J.	1633 Indiana Ave.
8594	Klabechek, Kenneth A.	704 Forest Blvd., Sheb. Falls
6080	Kohls, Steven P.	4030 N. 29 <sup>th</sup> St.
2620	Krueger, Janet L.	2126 S. 14 <sup>th</sup> St.
5443	Leichtnam, Tammy A.	24 Ashwood Dr.
4767	Lessard, Susan J.	5016 Moenning Rd.
1781	Lukonen, Kathryn A.	3012 N. 21 <sup>st</sup> St.
2989	Markelz, Michael B.	1830 Georgia Ave.
7941	Maurer, Dale L.	2917 S. 15 <sup>th</sup> St.
8878	McDonald, Brittany J.	1746 Camelot Blvd.
3376	Methfessel, Terrence J.	3004 S. 18 <sup>th</sup> St.
3365	Meyer, Wendy K.	1209 Humboldt Ave.
4496	Pentek, Mary Jo	1720 Wilson Ave.
2863	Proue, Bonnie L.	2218 N. 23 <sup>rd</sup> St.
8892	Querio, Elizabeth W.	2003 N. 22 <sup>nd</sup> St.

8612 Repphun, Peter J.	N6850 Swallow Dr.
5050 Richter, Koren L.	1823 Cambridge Ave.
9709 Scheibl, Stacy J.	3742 Enterprise Dr.
0380 Schoen, Henry	1714 Hilltop Dr.
9721 Schuette, Thomas F.	W6490 Aurora Rd., Plymouth
6454 Senkbeil, Gregory A. (Club)	820 N. 28 <sup>th</sup> St.
7318 Strean, Charles E. (Club)	4136 North Field Dr.
2736 Teetzen, Bradley R.	307 Riverhills Dr., Sheb. Falls
8024 Theune, Shawn L.	1902 Camelot Blvd.
4801 Toston, Jolene L.	1903 Union Ave.
0612 Vanderweele, Brandon T.	610 Zimbal Ave.
5810 Wagner, Elizabeth A.	2116 Meadowland Dr., #204
0429 Wallander, Gavin L.	14019 Cty Rd. F, Newton
9846 Waraich, Celia M.	N6233 Woodland Rd.
7319 Weimer, Thomas J. (Club)	1127 Bell Ave.
9652 Whitaker, Casey A.	2211 Henry St.
9627 Wilke, Glenn J. (Club)	4022 Hazelnut Ct.
8028 Ziegelbauer, Robert J.	N8540 Lakeshore Rd.
7486 Zschetzsche, Brian A. (Club)	4029 N. 29 <sup>th</sup> St.

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2016)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1252	Beyer, Daniel Peter	1735 N. 25 <sup>th</sup> St.
0854	Prey JR., Robert H.	1628 N. 15 <sup>th</sup> St.

Business

II

Other Matters

6.5

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

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

Law & Lic

\_\_\_\_\_  
City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
2726	John Michael Kohler Arts	608 New York Ave. - one-day event to be Held 6/9/2016 to include current premise and the sculpture & Birdbath gardens.
2726	John Michael Kohler Arts	608 New York Ave. - two-day event to be Held 7/16/16 to 7/17/16 to include current premise and the festival grounds, parking lot, N. 6 <sup>th</sup> & N. 7 <sup>th</sup> St. (see attached description)
2726	John Michael Kohler Arts	608 New York Ave. - one-day event to be Held 8/13/16 to include current premise & North parking lot, Birdbath & sculpture gardens.
2726	John Michael Kohler Arts	608 New York Ave. - one-day event to be Held 10/1/17 to include current premise & Festival grounds, Sculpture Garden and N. 6 <sup>th</sup> /7 <sup>th</sup> St. & New York Ave.
2726	John Michael Kohler Arts	608 New York Ave. - one-day events to be held 6/16, 6/23, 6/30, 7/7, 7/28, 8/4, 8/11 & 8/18 (Levitt Concerts) to include N 7 <sup>th</sup> St and Wisconsin Ave & current premise.
2949	Harry's Prohibition Bistro	668 South Pier Dr. - four-day event to be held 7/1/16 to 7/4/16 to include current premise and the grassy area from the patio area to the sidewalk west of patio.



100

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CIGARETTE/TOBACCO LICENSE(June 30, 2017)

<u>No.</u>	<u>Name</u>	<u>Address</u>
2895	Superior Discount Liquor	823 S. 8 <sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2821	Festival Foods	595 S. Taylor Dr.
2532	Fischer's Food & Liquor	4554 S. 12 <sup>th</sup> St.
1257	Piggly Wiggly #015	3124 S. Business Dr.
2820	Superior Discount Liquors	823 S. 8 <sup>th</sup> St.
2423	Wal-Mart Super Center #1276	3711 S. Taylor Dr.

CLASS "A" BEER LICENSE(June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3147	CVS Pharmacy #10549	1108 N. 14 <sup>th</sup> St.
3192	Harbor Centre Marina	821 Broughton Dr.
1193	Kwik Trip #361	1618 Calumet Dr.
1998	Kwik Trip #780	2622 S. Business Dr.
2920	Kwik Trip #873	625 S. Taylor Dr.
2763	Kwik Trip #897	2033 North Ave.
3164	Las Dos Hermanas	1125 Michigan Ave.
2503	Mad Max Convenience Stores	1003 S. 14 <sup>th</sup> St.
1253	Petro Center #1	1208 Union Ave.
1254	Petro Center #4	2113 S. Business Dr.
2710	Pig Stop II, The	2917 N. 15 <sup>th</sup> St.
2374	Save-A-Lot	1817 N. 8 <sup>th</sup> St.

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2982	Applebee's Neighborhood Grill	526 S. Taylor Dr.
2967	Big Daddys Pub & Grill	2123 N. 15 <sup>th</sup> St.
2805	Blue Harbor Resort I	725 Blue Harbor Dr.
1833	Champs Sports Bar	1501 Indiana Ave.
1089	Daves Whos Inn	835 Indiana Ave.
1511	Dennys Bar	2140 Calumet Dr.
2121	El Camino	823 Michigan Ave.
2487	Frankies Pub & Grill	2218 Indiana Ave.
1799	George Michaels I	513 N. 8 <sup>th</sup> St.
1892	Gosse's At Northwestern House	1909 Union Ave.
2386	Harmony Bar I	1336 Niagara Ave.
2192	Harry's Diner	2504 Calumet Dr.
2949	Harrys Prohibition Bistro	668 South Pier Dr.
2962	JJS Getaway Café	1210 Michigan Ave.
2726	John Michael Kohler Arts	608 New York Ave.

2193 Kaddyshack LLC	1502 S. 13 <sup>th</sup> St.
2911 Lakeshore Technical College	712 Riverfront Dr.
2685 Lino Ristorante Italiano	422 South Pier Dr.
1226 Meyers Lakeview Pub	550 Wilson Ave.
2976 My Place Bar & Grill	1515 New Jersey Ave.
2272 PJ's Party Zone	910 N. 18 <sup>th</sup> St.
3179 Parker Johns BBQ & Pizza	701 Riverfront Dr.
2030 Rewind	1002 Michigan Ave.
1303 Rupps Downtown	925 N. 8 <sup>th</sup> St.
1337 Sheboygan Elks Lodge #299	1943 Erie Ave.
1229 Sheboygan Moose Lodge #438	1811 Georgia Ave.
1286 Sheb. Riverside Boat Club	1228A Wisconsin Ave.
1360 Slys Midtown Saloon	508 N. 8 <sup>th</sup> St.
3163 Starbucks #10480	3550 Washington Ave. Frt. Rd.
2376 Swovys LLC	1645 S. 12 <sup>th</sup> St.
2020 Terrys	1028 Lincoln Ave.
2245 Thai Café Restaurant	1227 N. 14 <sup>th</sup> St.
1764 Water Street Pub	931 N. 12 <sup>th</sup> St.

FERMENTED MALT BEVERAGE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3184	Board & Brush Creative Studio	528 N. 8 <sup>th</sup> St.
2879	Charcoal Inn North Inc.	1637 Geele Ave.
2796	Charcoal Inn South	1313 S. 8 <sup>th</sup> St.
2445	La Conquistadora LLC I	1218 Indiana Ave.
3034	Marc Cinemas	3226 Kohler Memorial Dr.
3051	Mid-Lake Softball Org.	2213 New Jersey Ave.
3032	Nicky's Pizza I	1735 Calumet Dr.
1328	Sheboygan Athletic Club	2338 New Jersey Ave.

CLASS "C" WINE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3034	Marc Cinemas	3226 Kohler Memorial Dr.

AMBULANCE LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1245	Orange Cross Ambulance Serv.	1919 Ashland Ave.

MOBLIE HOME PARK LICENSE (June 30, 2017) (RENEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
1170	Indian Meadows LLC	3636 S. Business Dr.