ATTACHMENTS

City of Sheboygan
spirit on the lake.

December 1, 2014

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Jeanne Kliejunas to be considered for appointment to the Board of Police & Fire Commissioners to fill the unexpired position of James Pragatz whose term expires on 4/22/19.

MICHAEL J. VANDERSTEEN, MAYOR

Lies over

OFFICE OF MAYOR

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

920/459-3317
FAX 920/459-0256

I

Hearing No. _____ - 14 - 15. December 15, 2014.

Pursuant to notices sent by the City Clerk, there is a hearing this evening regarding the proposed amendment to the text of the City's Official Zoning Ordinance to change the text in Section 2.06 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(4)(e).

All interested persons will now be heard.

H

Publish - November 28 and December 5, 2014.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., December 15, 2014, in the Council Chambers of the City Hall, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Ordinance. The purpose of the amendment is to change the text of the City of Sheboygan Official Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(4)(e).

SUSAN RICHARDS
City Clerk

II

R. O. No. ___ - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting various license applications.

Susan Richards
City Clerk

COMMERCIAL OPERATOR'S LICENSE (December 31, 2015)

No.	Name	Address
1470	Alliant Energy	4421 Tower Dr.
1200	Lakeside Lawn Service Inc.	N2222 Foster Rd S, Oostburg
1727	Millhome Nursery & Green.	N9573 Rhine Rd., Elkhart Lake

SECONDHAND ARTICLE/JEWELRY LICENSE (December 31, 2015)

No.	Name	Address
2777	Freaktoyz	526 N. 8th St.

Consent

II

II

R. O. No. ____ - 14 - 15. By CITY PLAN COMMISSION. December 15, 2014.

Your Commission to whom was referred Res. No. 106-14-15 by Alderperson Belanger authorizing the purchase of 1002 Erie Ave. for the purpose of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 9, 2014, and after due consideration, recommends approval of the Resolution.

Consent

Director of Planning & Development

II

III

5.4

Res. No. 106 - 14 - 15. By Alderperson Belanger. December 1, 2014.

A RESOLUTION authorizing the purchase of 1002 Erie Avenue for the purposes of the razing the property for new private investment in the neighborhood as part of the Neighborhood Revitalization Strategy Area activities.

WHEREAS, the City of Sheboygan has funds available through the Community Development Block Grant Program for revitalization efforts;

WHEREAS, with Gateway Neighborhood Revitalization efforts, one goal of the plan is to bring new private investment to the neighborhood. This property will be razed for new private investment;

WHEREAS, the property will be vacant as of November 1, 2014 and an accepted offer of $35,000 has been received.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to sign all appropriate conveyance documents for 1002 Erie Avenue to purchase the property.

BE IT FURTHER RESOLVED: That the Finance Director/Treasurer is hereby authorized to draw on land acquisition funds through CDBG, in payment of same.

City Plan

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

III

III

Res. No. _____ - 14 - 15. By Alderperson Hammond. December 15, 2014

A RESOLUTION revising the travel expense guidelines adopted by Res. No. 64-78-79, as revised.

RESOLVED: That Section II is hereby amended as follows:

Section II. Meals

G. *Itemized* receipts are required for all authorized meal allowances up to a maximum amount as stated in II-B of the Travel Expense Guidelines. No reimbursement will be made for the cost of alcoholic beverages.

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

III

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. December 15, 2014.

Your Committee to whom was referred R. O. No. 173-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*0592	Dean, Kassondra L.	323 W. Evergreen Dr.

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

*0603	Kohr, Tina J.	1408 Prairie Ln., Sheb. Falls

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

Consent

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

Other Matters

9.1

II

R. O. No. 173 - 14 - 15. By CITY CLERK. November 3, 2014.

Submitting various license applications for the period ending December 31, 2014, December 31, 2015 and June 30, 2016.

Law & Lic
11/17/14 - grant all lic & call in Dean, Kohr, Magray, Pennow.
12/1/14 - hold Dean Kohr, Magray, Pennow
12/15/14 - deny Magray & Pennow - grant Dean & Kohr

Susan Richards
City Clerk

CHANGE OF AGENT

Jill Arrowood is replacing Thomas DeMarsh as agent for Highland House located at 820 Indiana Ave. effective immediately.

CHANGE OF PREMISE

No.	Name	Address
2985	Club Nautilus	434 Pennsylvania Ave. - one-day event to be held in current premise and the SW corner of building and present fenced in area. (beer garden)

"CLASS B" LIQUOR LICENSE (June 30, 2015)

No.	Name	Address
3098	Pier 17	539 Riverfront Dr.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
8223	Aguilar, Michelle	1434 St. Clair Ave.
0595	Bradstreet-Hall, Victoria	403 S. River Blvd., Plymouth
0592	Dean, Kassondra L.	323 W. Evergreen Dr.
7754	DesJardins, Nicole L.	1826A N. 18th St.
9488	Diener, Craig J.	2438 W. Mark Dr.
0599	Estrada, Dana K.	2704 Meadowland, Manitowoc
0596	Farr, Ashley L.	1406 Superior Ave.
4019	Humphrey, Jennie L.	1608 Michigan Ave.
0597	Justus, Jordan A.	1131 Humboldt Ave.
0603	Kohr, Tina J.	1408 Prairie Ln., Sheb. Falls
0602	Magray, Leviathan C.	1517 N. 4th St.
0594	Mueller, Benjamin J.	814 Indian Mound Rd.

II

0604	Onley, Kelsey A.	934 New York Ave.
0370	Pinnow, Jeremy D.	508 N. 8th St.
0600	Teesch, Tyler D.	1402 S. 19th St., Manitowoc
0593	Wolfe, James L.	1708 S. 9th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
1701	Salon Sase	631 Riverfront Dr.

VI

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. December 15, 2014.

Your Committee to whom was referred R. O. No. 187-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, December 31, 2015 and June 30, 2016; recommends that the following licenses be grant with caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*0617	Collins, Beverly K.	2332 Carmen Ave.

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

*0601	Garcia, Stephanie M.	3320 S. 11th Pl., #6

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

Consent

_____ _____

_____ _____

_____ _____

Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

Other Matters

8.1

R. O. No. 187 - 14 - 15. By CITY CLERK. November 17, 2014.

Submitting various license applications for the period ending December 31, 2014, December 31, 2015 and June 30, 2016.

Susan Richards
City Clerk

Law & Lic
12/1/14 - grant all lic except hold Collins, Garcia
12/15/14 - grant Collins & Garcia

CHANGE OF AGENT

Kevin Hermann is replacing Lane Landon as agent at the Pick 'n Save location at 1317 N. 25th St. effective immediately.

Michelle Gumtow is replacing Kevin Hermann as agent at the Pick 'n Save location at 2625 S. Business Dr. effective immediately.

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0617	Collins, Beverly K.	2332 Carmen Ave.
4602	Drews, Richard T.	909 S. 16th St.
0601	Garcia, Stephanie M.	3320 S. 11th Pl., #6
0618	Horan, Michaela R.	632D Wisconsin Ave., Fond Du Lac
0613	Jackson, Curtis E.	2715 Henry St.
0616	Khadka, Subdeep	1441 Park View Ter.
0605	King, Matthew T.	904A Michigan Ave.
0614	Marver, Desiree L.	1135 Erie Ave.
0608	Nauschultz, Zakkaryah T.	1520 N. 7th St.
9552	O'Connor, Kaylee S.	1808 N. 19th St.
0615	Sonnenberg, Andrew M.	115 Dewey Ln., Plymouth
6306	Vallejo, Virginia	1617 Superior Ave.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
3101	Alan Vodicka Massage & Energy	529 Ontario Ave.
1685	Bonelli, Robyn	1812 Superior Ave.
2727	Bonjour Massage	1327 N. 8th St.
2792	Integrated Health Therapies	833 Pennsylvania Ave.
1205	Jomaji Salon & Spa	682 South Pier Dr.

II

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

No.	Name	Address
0607	Sharp, Tina Marie	1805 Bell Ave.

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
3968	Ramey, Paulette J.	3214 N. 26th St.
9814	Torres Maldonad, Silvestre	1833 N. 20th St.

VI

R. C. No. ___ - 14 - 15. By PUBLIC PROTECTION AND SAFETY. December 15, 2014.

Your Committee to whom was referred R. O. No. 188-14-15 by the City Clerk submitting a communication from Kathleen Burkard requesting that a handicap no parking sign be placed in front of her house as there are no parking spots for her to get her elderly father to the car for appointments; recommends that the document be placed on file.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

IV

II

4.5

R. O. No. 188 - 14 - 15. By CITY CLERK. November 17, 2014.

Submitting a communication from Kathleen Burkard requesting that a handicap no parking sign be placed in front of her house as there are no parking spots for her to get her elderly father to the car for appointments.

P Pots
file

Susan Richards
City Clerk

II

Richards, Susan

From: Alderperson Darryl Carlson
Sent: Monday, November 03, 2014 3:27 PM
To: Alderperson Bryan Bitters; Domagalski, Christopher
Cc: Richards, Susan
Subject: RE: Handicap no parking sign,

I can just submit this email as a communication for our next council/PPS meeting. This is something the City Engineer would take care of.

From: Alderperson Bryan Bitters
Sent: Monday, November 03, 2014 12:08 PM
To: Domagalski, Christopher
Cc: Richards, Susan; Alderperson Darryl Carlson
Subject: FW: Handicap no parking sign,

Good afternoon, Chief.

The email below is from a resident in my district. She's asking about having a space on the street in front of her home designated as handicapped parking only. To be honest, I thought that was only for businesses or public buildings.

If we are able to designate handicapped parking in front of someone's house, what do I need to do to help this woman out? Is this something that would go through the city clerk and get referred to the PP&S committee? Any forms that need to be completed?

Bryan Bitters
Alderperson, 6th District
City of Sheboygan
Bryan.Bitters@sheboyganwi.gov

From: Patricia Beyer [pattikbeyer@gmail.com]
Sent: Monday, November 03, 2014 9:23 AM
To: Alderperson Bryan Bitters; markhermann@sheboyganwi.gov
Subject: Handicap no parking sign,

Dear 21st Ward Alderman,

I am asking for your help in the matter of obtaining a handicap no parking sign to be put in front of my house. Officer Hellmer from the Sheboygan Police Dept. told me that other residents in the city of sheboygan do have these signs and their Alderman aided in getting them. My father is 96 years old and everyone parks in front of my house and I can not get my father into the car for his needed appointments because of this. I would sincerely appreciate a phone call or a email as to how I go about getting this or applying for this sign. I can be reached at 920-457-4528 or at this email pattikbeyer@gmail.com.

Thank you,
Kathleen Burkard

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. December 15, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 193-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, December 31, 2015 and June 30, 2016; recommends that the following licenses be granted with various caveats:

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
*0620	Botzau, Heejuna B.	1027 N. 27th St.

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

0626	Bower, Breanna K.	426 Washington Ct.
0627	Daane, Aleyda A.	N3287 State Hwy 32
*0611	Johnsen, Tanya L.	1422 Lenz Ct.

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

0619	Manier, Cole W.	1326A Michigan Ave.
0622	Olafson, Clint E.	5426 Superior Ave.
0624	Penke, Justin P.	1212A N. 11th St.
0623	Slimmer, Parker M.	6431 Hidden Fields Ct.
*0610	Tryba, Debra K.	2413 S. 12th St.

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

0609	Van De Weghe, Bonnie J.	26 Marshner St., Plymouth
*0612	VanderWeele, Brandon T.	3605 Sheridan Ave.

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

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
1001	Accent Therapeutics	3119 Main Ave.
3101	Alan Vodicka Massage & Energy	529 Ontario Ave.
2258	Curative Therapies LLC	2829 N. 15th St.
2180	Donna Grady-Massage Therapy	809 N. 8th St.
1112	Entourage Salon & Spa	726 Michigan Ave.
2871	Hands In Motion	1224 Weeden Creek Rd.
2586	In Balance Therapeutics	832 N. 6th St.
2689	Integrated Massage Therapy	1014 Dillingham Ave.
2523	Nouvelle Salon & Day Spa	1520 Union Ave.
2463	Professional Massage Therapy	1509 N. 13th St.
2804	Reflections Spa	725 Blue Harbor Dr.

Consent

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2997	Best Taxi, The	1310 Wisconsin Ave.
2509	Santanas Limo	2724 Main Ave.
3023	Yellow Cab	708 Erie Ave.
1911	Wheelchair Taxi	2516 Superior Ave.

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
0536	Hendrikse, Randall D.	3746 N. 14th St.
3968	Ramey, Paulette J.	3214 N. 26th St.
9814	Torres Maldonad, Silvestre	1833 N. 20th St.

_____ _____

_____ _____

_____ _____
Committee.

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. December 15, 2014.

Your Committee to whom was referred Res. No. 111-14-15 by Alderperson Donohue authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life; 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. 111 - 14 - 15. By Alderperson Donohue. December 1, 2014.

A RESOLUTION authorizing the City to enter into contract for obtaining Medical Stop-Loss Insurance, with Sun Life.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract with Sun Life for providing specific medical stop loss insurance at a cost of $33.00 single/month, $73.04 family/month, at an estimated annual premium of $309,276 and aggregate insurance at an estimated annual premium of $12,379.20 for the period of January 1, 2015 through December 31, 2015.

BE IT FURTHER RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411032-540206 in payment of same.

Sal + Grieb

Mayor Lynne Vorlauer

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

Sun Life Assurance Company of Canada
Stop-Loss Administrative Worksheet

Sun Life Financial®

1 Broker information

Fill out this form and send it to Sun Life Financial with the application.

Questions? Please speak to your Sun Life Group Sales Representative.

Broker name Diversified Insurance Solutions - Thomas Jocz			
Account manager name Katie Donovan			
Firm name Diversified Insurance			
Street address 100 N. Corporate Drive	City Brookfield	State WI	Zip code 53045
Phone number 262-439-4700	Fax number 262-439-4899		
Email address tjocz@div-ins.com			

2 TPA information

If you have additional TPAs, please check here ☐ and include additional pages with the same information requested at the right.

TPA name UMR			
Account manager name Sandra Goke			
Street address	City	State	Zip code
Phone number 608-839-9523	Fax number		
Email address Sandra.Goke@umr.com			

3 Policyholder information

Policyholder company name City of Sheboygan	
Policyholder contact name Sandy Rohrick	
Phone number 920-459-3374	Fax number
Email address Sandy.Rohrick@sheboyganwi.gov	

4 Administrative information

Commissions are payable to: Diversified Insurance Solutions
Who will report and remit premiums? ☐ Broker ☒ TPA ☐ Policyholder ☐ Other:
Who will submit renewal data? ☒ Broker ☐ TPA ☐ Policyholder ☐ Other:

Sun Life Assurance Company of Canada

Application for Stop-Loss Insurance

1 Plan sponsor information

Full legal name of plan sponsor City of Sheboygan		Policy number (office use only)
Street address 828 Center Ave.		Policy effective date 01/01/2015
City Sheboygan	State WI	Zip code 53081

2 Subsidiaries, affiliates, divisions and locations

Please list all subsidiaries, affiliates, divisions, and locations to be covered under the Stop-Loss policy.

Subsidiaries, affiliates, divisions and locations to be covered under this policy:

1.
2.
3.
4.
5.
6.
7.
8.

3 Requested coverage

Please select the coverages for which you are applying.

☒ **Specific benefit**

Specific benefit deductible $ 145,000		☒ Individual ☐ Family
Aggregating specific deductible (if applicable) $ 75,000		
Specific benefit annual maximum eligible expenses $ Unlimited		
Specific benefit lifetime maximum eligible expenses $	OR	☒ No maximum

☒ **Aggregate benefit**

Aggregate benefit maximum $ 1,000,000	Aggregate benefit maximum eligible expenses per covered person* $ 145,000

* Individual or family option applies to all selected coverages

Domiciliary State - Michigan

4 Proposed benefits: rates, covered lives, and aggregate deductible factors

Specific Benefit Premium Rates:

Single	Family	Other
$ 33.00	$ 73.04	$

Specific Covered Benefits:

☒ Medical including Prescription Drug ☐ Medical excluding Prescription Drug

Aggregate Benefit Premium Rates:

☒ Monthly rate	☐ Annual rate (if applicable)	☐ Other: ____
$ 6.20	$	$

Total Employees	Total Family
417	300

Aggregate Deductible Factors (ADFs):

	Covered Benefit	ADF
☒	Medical	$ 890.27
☒	Prescription Drug Plan	$ 435.20
☐	Dental	$
☐	STD	$
☐	Vision	$
☐	Other _____	$

☐ Monthly Aggregate Accommodation (MAA)

5 Claims Basis

	Contract Basis	Specific Benefit	Aggregate Benefit
12/12	Incurred and Paid	☒	☒
15/12	3 Month Run-In	☐	☐
18/12	6 Month Run-In	☐	☐
24/12	12 Month Run-In	☐	☐
12/15	3 Month Run-Out	☐	☐
12/18	6 Month Run-Out	☐	☐
12/24	12 Month Run-Out	☐	☐
Incurred		☐	NA
Paid		NA	☐
Other _____		☐	☐
Terminal Liability Option:		☐	☐ ☐ 3 Months ☐ Other ____

6 For employers who are providers of medical services only (i.e. hospitals, clinics, etc.)

The Related Provider Reimbursement Percentage applied to Eligible Claims Expenses for Related Provider Services will be N/A % for the Specific Benefit and N/A % for the Aggregate Benefit.

7 Retiree information

1. **Specific Benefit:** Is retiree coverage included? ☐ No ☒ Yes
2. **Aggregate Benefit:** Is retiree coverage included? ☐ No ☒ Yes

8 Additional benefits (Must Be Underwriting Approved)

These are programs and enhancements to your Stop-Loss coverage.

SunExcel® Transplant Program

☒ **Elect** ☐ **Decline**

Clinical Trials Benefit Provision

☐ **Elect** ☒ **Decline**

No New Special Conditions Rider at Renewal

☒ **Elect** ☐ **Decline**

9 Certification and Signature

Please return this form and all additional required documentation to your Sun Life Financial Group Office.

This application does not bind coverage. The applicant agrees to provide Sun Life Assurance Company of Canada with a current census of all eligible individuals, disclosure of all special risks on the Special Risk Questionnaire and a complete Plan document no later than the effective date specified in section 1. Upon approval of this application, Sun Life Assurance Company of Canada will issue a Stop-Loss insurance policy with insurance coverage to become effective on the effective date. This application will be attached to and made a part of the Stop-Loss policy.

The policy will be void if the applicant has concealed or misrepresented any material fact or circumstance concerning the subject of this application.

Please read the fraud warning below before signing this application. State law requires that we notify you of the following: [*(If the applicant organization is headquartered in Colorado, District of Columbia, Florida, Kansas, Kentucky, Maryland, New Jersey, Oregon, Rhode Island, Tennessee, Vermont, Virginia, and Washington, please see Page 4.)*]

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Name of authorized representative of plan sponsor	Title
Sandy Rohrick	Human Resouce Director
Signature of authorized representative X Sandy Rohrick	Today's date 11-03-2014

Signature of agent/broker X Thomas
Print name of agent/broker Diversified Insurance Solutions/Thomas Jocz
Florida agent/broker license ID number	Amount paid with this application $
Countersigned by licensed resident agent (when required by law) X	

Fraud Warnings

Please read the applicable fraud warning before signing this application.

State law requires that we notify you of the following:
Please read the fraud warning below before signing this form. Where noted, state law requires that we notify you of the following:

Fraud Warning (except as specified below): Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects that person to criminal and civil penalties.

Fraud Warning for Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Fraud Warning for District of Columbia and Rhode Island: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning for Florida: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Fraud Warning for Kansas: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may be guilty of insurance fraud as determined by a court of law.

Fraud Warning for Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and subjects that person to criminal and civil penalties.

Fraud Warning for Maryland: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Fraud Warning for New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Fraud Warning for Oregon: Any person who knowingly and with intent to defraud any insurance company or other person files an Application for insurance or statement of claim containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto may commit a fraudulent insurance act, which may subject that person to criminal and civil penalties.

Fraud Warning for Tennessee, Virginia and Washington: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Fraud Warning for Vermont: Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.

VIII

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. December 15, 2014.

Your Committee to whom was referred Res. No. 112-14-15 by Alderperson Donohue authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc., to administer the Flexible Benefit Plan for the period January 1, 2015 through December 31, 2015; 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

5.5

Res. No. 112 - 14 - 15. By Alderperson Donohue. December 1, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into an agreement with Diversified Benefit Services, Inc. to administer the Flexible Benefit Plan for the period January 1, 2015 through December 31, 2015.

WHEREAS, the City allows employees to enroll in a flexible spending program;

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan enter into a Flexible Benefit Plan Agreement for Services for the time period January 1, 2015 through December 31, 2015.

Sal Grew

Mylynne Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

VIII

R. C. No. ____ - 14 - 15. By SALARIES AND GRIEVANCES. December 15, 2014.

Your Committee to whom was referred Res. No. 113-14-15 by Alderperson Donohue authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2015; 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

5.7

Res. No. 113 - 14 - 15. By Alderperson Donohue. December 1, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into contract with United Health Care (UMR) to provide administration services for the City's medical health benefit plan for calendar year 2015.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with United Health Care (UMR) for the administration services for the City's medical health benefit plan for the period January 1, 2015 through December 31, 2015, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

Sal & Grieb

Mary Lynn Donohue

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

A renewal presentation for:

City of Sheboygan

Presented to M3 Insurance Solutions Inc
by Sandra Goke

August 2014

UMR℠

A UnitedHealthcare Company

Renewal Services

Customer Name : City of Sheboygan
Plan Renewal Date : 1/1/2015

All fees shown as per employee per month (PEPM) unless otherwise noted

Proposed renewal fees assume all existing products and services written with UMR will be retained throughout the renewal period. New products and services may be added however proposed fees are subject to change and/or additional fees may apply if any existing products or services are discontinued.

Administration and access fees	Subscribers	Current Fees	Renewal Fees 1/1/2015
Medical claims 1/1/2015 - 12/31/2015	427	$13.76	$14.17
Medical claims 1/1/2016 - 12/31/2016		$14.17	$14.59
Medical client advisor commission	427	$2.00	$2.00
Stop loss interface - preferred	427	Included	Included
UnitedHealthcare Choice Plus network- access fee	422	$16.87	$16.87
No Medical Network	5	N/A	N/A
HIPAA certificates of creditable coverage	427	$0.25	Included
Utilization and case management	427	$3.25	$3.35
Maternity management (MM)	422	$0.65	$0.65
~~Disease management (DM)~~	~~422~~	~~$3.90~~	~~$3.90~~ Remove 1/1/2015
Truven Health Analytics reporting – three licenses included	427	Included	Included
Cost reduction and savings program - large bill review/fee negotiation and secondary/travel network - % of savings	427	30%	30%
Medical Insured Carve Out Coordination Fee	427	$0.35	$0.35

Non-preferred vendor surcharge: An additional stop loss interface fee surcharge of $5.00 PEPM applies if stop loss coverage is not placed with a UMR preferred vendor. This fee is in addition to the "Required stop loss interface fee" which applies for all groups. Consult your UMR representative for a list of preferred vendors.

UnitedHealthcare Choice Plus assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to: deductible, out-of-pocket, coinsurance and plan limitations. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies.

External PBM Vendors are subject to prior approval and may require additional fees.

Additional Services

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2015

All renewal fees are good for one year and are shown as per employee per month (PEPM) unless otherwise noted

Plan Administration	Current Fees	Renewal Fees 1/1/2015
SPD printing	Cost plus postage	Cost plus postage
Actuarially certified reserve estimate - per report and per additional breakdown	Pricing available upon request	Pricing available upon request
ID card mailing charge - employee residence	Included with medical administration	Included with medical administration
New York surcharge filing and administration - annual fee	No charge	No charge
Claim reprocessing - per claim	$25.00	$25.00
Subrogation - percent of recoveries	33%	33%
Federal external review for appeals - for non-grandfathered plans for adverse benefit determinations that involve medical judgment or a rescission of coverage.	Up to 5 included, then $500.00 per review	Up to 5 included, then $500.00 per review
Full/Partial Summary of Benefits and Coverage (SBC) creation with data UMR has on file (includes initial SBC plus one amendment, electronic version only provided to employer)	Included with medical administration	Included with medical administration
Translation of SBC into non-English text	Cost of translation	Cost of translation
Print and ship SBCs to employer at open enrollment (approval required)	Cost plus postage	Cost plus postage
Inclusion of outside vendor data in SBC in UMR standard format, e.g. carved out benefits (approval required)	$1,000 per SBC per benefit plan	$1,000 per SBC per benefit plan
More than two SBC requests per year	$500.00 per SBC per benefit plan	$500.00 per SBC per benefit plan
Reporting		
Ad hoc reports and analysis - per hour (two hours included with medical administration)	$100.00	$100.00

Fixed Fee Pharmacy Pricing

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2015

Pharmacy benefits provided through OptumRx™. The following fees apply to all retail network pharmacies with the exception of pharmacies located in states that may elect to participate on a state-fee schedule. Retail discounts and fees illustrated below are based on the OptumRx™ book-of-business average. Actual retail discounts may vary.

	Published AWP
Electronic claim adjudication - per claim [1]	$2.25
Retail	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Mail Order	
Brand discount, plus dispensing fee	23.00% + $0.00
Net effective generic discount, plus dispensing fee	78.25% + $0.00
Retail 90 Rx (Optional)	
Brand discount, plus dispensing fee	Pass-through
Net effective generic discount, plus dispensing fee	Pass-through
Rebate Share	
Incentivized rebate share (retail) - per claim returned to the client	$5.00
Incentivized rebate share (mail order) - per claim returned to the client	$20.00
Additional Programs	
Prior authorizations - per clinical prior authorization	Included

Specialty drugs are priced on an individual drug basis at the market competitive rate, most commonly around 12.5%. Dispensing fees are charged on a limited number of specialty drugs, primarily vaccines.

Compound Drug Claim Pricing: AWP less Pass-through Contracted Discount + $7.50 Dispensing fee

[1] *An additional $1.75 per claim applies to the electronic per claim fee for paper claims. Per claim rate guaranteed first year only.*

Fixed Fee Pharmacy Pricing

Pharmacy Conditions

Fees proposed assume the use of OptumRx™ as the pharmacy benefits manager.

Retail and mail order guarantees are reconciled in the aggregate.

Mail Service rates are based on an average days supply of 84 or greater for all claims with the exception of all specialty and certain non-specialty injectable drugs. A specialty exhibit can be provided upon request.

Plans with medical and pharmacy benefit integration are considered non-incentivized for pharmacy rebates (i.e. high deductible health plans, health savings accounts, and PPOs with deductibles greater than $1,000).

Medicare eligible retirees are only eligible for fixed fee pharmacy pricing.

Rates exclude compound and Direct Member Reimbursement claims. (ie: Paper Claims)

Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products.

Generic discount and dispensing fee guarantees cover Multi-Source products only. A Multi-Source product is defined as one that is manufactured by more than two generic manufacturers. The brand discount and dispensing fee guarantees apply to non-Multi-Source products.

UMR and OptumRx™ reserves the right to renegotiate in good faith rates, fees, and guarantees if membership, utilization, market conditions or legislation varies materially from the time this quote was provided.

All rates and fees are contingent upon the selection of OptumRx™ as the exclusive mail provider. Additional fees apply if another mail provider is selected.

Deductible integration of prescription drug and medical claims requires daily connectivity between the pharmacy benefits manager and the plan administrator, additional coordination fees apply. External vendors are subject to prior approval.

Rebate Management Terms

Based on adoption of OptumRx™ formulary, formulary management, and utilization management.

OptumRx's collection and distribution of funds received.

Unrestricted access to 90 days supply scripts in retail.

Incentivized plan designs are two-tier closed or three-tier with a minimum of $10.00 difference in copayment or 10% difference in coinsurance between preferred and non-preferred branded drugs.

Any deviations to the Administrator's Formulary and Utilization Management that adversely impacts rebates will result in a proportional adjustment to the corresponding rebate guarantees.

Rebates may not include Prescription Claims that require the Members to pay more than 50% of the total annual cost for all Prescription Claims under the applicable Benefit Plan.

Any reduction in rebates earned by OptumRx™ as a result of changes to formulary and/or benefit design not initiated or approved by OptumRx may result in adjustments to rebate payments or guarantees effective concurrently with such occurrences.

Rebate ineligible paid claims such as those from 340B pharmacies(in-house) or entities eligible for federal supply schedule prices (e.g., Dept. of Veterans Affairs, US Public Health Service, Dept. of Defense) are excluded from rebate guarantees.

Fixed Fee Pharmacy Pricing

"AWP" means the average wholesale price of a Prescription Drug or other pharmaceutical products or supplies based on the Pricing Source. For Prescription Drugs or other pharmaceutical products or supplies not dispensed by Administrator's Mail Order Pharmacy or Specialty Pharmacy, AWP is based on the NDC of the drug dispensed. For Prescription Drugs or other pharmaceutical products or supplies dispensed by Administrator's Mail Order Pharmacy or Specialty Pharmacy, AWP is based on a package size of 100 units for pills, capsules and tablets and 16 ounce quantities for liquids (or the next closest package size if these quantities or sizes are not available) or the manufacturer's individual pre-packaged item (e.g., tube, drop dispenser, etc.).

Conditions

Customer Name : City of Sheboygan
Plan Effective Date : 1/1/2015

This renewal proposal is valid until 30 days before the effective date and does not bind coverage or obligate UMR.

The information contained in this response to the request for proposal is considered confidential and proprietary. We are providing this information with the understanding that it will not be used for any purpose other than to evaluate our capabilities to provide the services requested. In addition, this information will not be disclosed to person(s) or entity(s) other than those who are involved in the process of evaluating our response. Written permission must be obtained from UMR prior to any exceptions of these obligations in order to maintain the confidentiality of our responses.

All quoted product fees assume UMR administers the medical plan.

UMR assumes all services provided will be handled according to our standard format and procedures, unless otherwise specifically addressed within this proposal. Specialized services will be priced as necessary.

Fees proposed are based on the plan of benefits as submitted but does not assume duplication of benefits or provisions. Fees proposed assume a standard PPO plan design with no referral administration and no primary care physician tracking. Proposal assumes that the benefit plans will meet the steerage requirements of the networks proposed or will be changed to meet the requirements, including but not limited to; deductible, out of pocket, coinsurance and plan limitations. Plan design changes may impact a Grandfathered Health Plan status. Usage of the Choice Plus network requires employer participation in Value Based Contracting payment methodologies. Please review any changes with your advisor.

The Patient Protection and Affordability Care Act (PPACA) imposes certain fees and taxes on customers. For example, the Patient-Centered Outcomes Research Fee (PCORI) that is effective 2012 and the temporary reinsurance fee effective in 2014. PPACA fees and taxes are not included in the rates and fees quoted. Customers are responsible for reporting and paying the PCORI and the transitional reinsurance fees.

The Plan will remain responsible for state or federal surcharges, assessments, or similar taxes imposed by governmental entities or agencies on the Plan or UMR, including but not limited to those imposed pursuant to The Patient Protection and Affordable Care Act of 2010, as amended from time to time.

UMR reserves the right to adjust fees in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the customer; or (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the plan or UMR.

To comply with the Department of Labor's (DOL) claims regulations, we encourage pre-notification of at least 60 calendar days prior to the effective date of this contract. In the event that a 60-day notice is not feasible, UMR does not guarantee, but will make every reasonable effort, to have new plan(s) programmed quickly so claims can be processed within the required DOL timelines.

Fees proposed assume one billing, reporting, eligibility feed, stop loss and banking arrangement.

Do not cancel in-force plan(s) and/or policy(ies) until final approval is received.

UMR is not bound by any typographical errors and/or omissions contained herein.

Fees proposed assume utilization and case management services are provided through UMR in order to access UnitedHealthcare Networks.

Fees proposed are subject to change if a division, subsidiary or affiliated company is added or deleted from the plan, or if the number of covered employees changes by 15% or more from this proposal.

Claim reprocessing due to situations, such as retroactive benefit or eligibility changes, may require additional fees.

UMR will share raw claims and eligibility data, however, we reserve the right to exclude data elements deemed proprietary by our organization.

Conditions

Fees proposed assume the cost reduction and savings program is selected. If this program is not selected, the medical administration fee will increase by $3.50 PEPM

UMR provides an ERISA DOL appeals process. UMR does not participate in Grievance Review Panel Hearings.

UMR requires that all qualified high-deductible plan designs meet federal regulatory requirements. Our coordination of benefits (COB) process will meet the requirements for Preservation COB processing.

Administration of plans requiring integrated deductible and out of pocket to comply with the Essential Health Benefits provision of Health Care Reform, qualified high deductible health plan or the like, assumes the use of service providers (pharmacy benefits manager (PBM), dental, vision, etc.) that are currently integrated with UMR. Utilizing these service providers may require additional fees. Please refer to your representative to identify integrated service providers.

UMR cannot support the drug data requirements for Medicare Part D subsidy submission of plans where the pharmacy claims are paid under the medical plan. We recommend these pharmacy benefits be provided by a pharmacy benefits manager.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. December 15, 2014.

Your Committee to whom was referred the following:

1. Res. No. 105-14-15 by Alderperson Heidemann authorizing entering into a concession agreement for "the Shack" at Vollrath Park; and

2. A copy of Res. No. 105-14-15 by Alderperson Heidemann authorizing entering into a concession agreement for "the Shack" at Vollrath Park that was referred to the Board of Marina, Parks and Forestry who came back to Public Works with a positive recommendation;

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

5.8

Res. No. 105- 14 - 15. By Alderperson Heidemann. December 1, 2014.

A RESOLUTION authorizing entering into a concession agreement for "the Shack" at Vollrath Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vollrath Park Disc Golf Concession Agreement with Dennis and Patricia Wield, a copy of which is attached hereto and incorporated herein.

Bd Marina & Parks & Pub Wks 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

VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein.

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY; Now, therefore,

1. In consideration of the covenants and undertakings on the part of CONCESSIONAIRE contained in this agreement, CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for an initial term commencing January 1, 2015 and ending December 31, 2015, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2019.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or his designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

11. CONCESSIONAIRE shall indemnify and save harmless the CITY from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park

which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

BY: _____ _____

Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST: _____ _____

Susan Richards
City Clerk

Patricia Wield

This document is authorized by and in accordance with Res. No. _____-14-15.

This instrument drafted by:
Stephen G. McLean
City Attorney
Sheboygan, WI 53081
WI State Bar No. 01011662

agmnts/VollrathParkDicGolfConcessionAgmt-2014

III

5.8

Res. No. 105- 14 - 15. By Alderperson Heidemann. December 1, 2014.

A RESOLUTION authorizing entering into a concession agreement for "the Shack" at Vollrath Park.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Vollrath Park Disc Golf Concession Agreement with Dennis and Patricia Wield, a copy of which is attached hereto and incorporated herein.

Bd Marina & Parks & Pub Wks.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VOLLRATH PARK DISC GOLF
CONCESSION AGREEMENT

THIS AGREEMENT is made as of the _____ day of _____, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (hereinafter the "CITY"), and Dennis and Patricia Wield, husband and wife (hereinafter "WIELD" or "CONCESSIONAIRE").

WHEREAS, in order to add to the enjoyment, recreational opportunities and benefits received by the public, and in particular the citizens and residents of the CITY in regard to the public area known and described as Vollrath Park, the parties find that it is desirable that CONCESSIONAIRE have the exclusive right to occupy the concession building commonly known as "the Shack" adjacent to the first tee of the disc golf course in Vollrath Park, subject to the terms and provisions contained herein.

WHEREAS, the Common Council of the City of Sheboygan has determined that the agreements expressed in this Agreement will accomplish the public purposes desired by the CITY; Now, therefore,

1. In consideration of the covenants and undertakings on the part of CONCESSIONAIRE contained in this agreement, CITY grants to CONCESSIONAIRE, and CONCESSIONAIRE accepts from CITY, subject to all of the terms and provisions hereof, the concession right and privilege for an initial term commencing January 1, 2015 and ending December 31, 2015, of operating a disc golf course concession stand out of the building commonly known as "the Shack" located adjacent to the first tee of the disc golf course in Vollrath Park.

2. Unless either party gives notice in writing to the other at least 30 days prior to the end of the initial or extended term, this agreement shall automatically be extended for an additional one year term; provided however, that this agreement shall not be automatically extended beyond December 31, 2019.

3. CONCESSIONAIRE will pay all costs of operation and maintenance necessary for satisfactory operations of the disc golf concession, including salaries of all employees, merchandise and all other facilities and equipment incident to the satisfactory operation of the concession stand.

4. All food, beverages, merchandise and all other items offered for sale shall be subject to the approval of the Director of Public Works or his designee. It is agreed by both parties that the prices to be charged shall be fair and reasonable and commensurate with prices charged for similar items offered for sale in the Sheboygan area.

5. Use of the disc golf course shall continue to be free to the public.

6. CONCESSIONAIRE agrees to monitor the course, schedule and organize disc golf tournaments in their discretion, report any damage to park facilities and report obstructions or hazardous conditions.

7. In operating the concessions described, CONCESSIONAIRE shall act as an independent contractor and for their own accord and not as an agent, representative or employee of the CITY.

8. CONCESSIONAIRE shall not by virtue hereof be deemed to have become a tenant of the CITY, or any of the premises herein referred to, nor to have been given or accorded as against the CITY, the possession of any premises; but as to such of the premises as CONCESSIONAIRE is hereunder entitled to use, they shall be deemed merely to be a licensee permitted to enter therein solely for the purpose of exercising the rights and privileges hereby granted. Upon any termination of this Agreement, CITY shall have the right through such means as it sees fit to remove and exclude therefrom CONCESSIONAIRE and any of CONCESSIONAIRE's employees, without being deemed guilty of any unlawful entry, trespass or injury of any sort whatsoever.

9. CONCESSIONAIRE must own, or be fully authorized to use, any and all patents, trademarks, copyrights, names or slogans used by them in their operations or in any way connected with the operations.

10. CONCESSIONAIRE will carry worker's compensation insurance covering all persons employed by them in connection with the operation of this concession, if any.

11. CONCESSIONAIRE shall indemnify and save harmless the CITY from all suits brought against the CITY on account of any injuries or damages received or sustained by any party or parties by or from the CONCESSIONAIRE, its employees or agents, in the exercise of the rights and privileges granted herein or on account of any act or omission of the CONCESSIONAIRE or its employees or agents.

12. CONCESSIONAIRE agrees that they and their employees shall be clean and neat in appearance and shall be courteous at all times to users of Vollrath Park and the disc golf course.

13. CONCESSIONAIRE will submit for approval samples or drawings of any signs advertising the concession, prior to their erection. All signs erected by CONCESSIONAIRE shall be the responsibility of CONCESSIONAIRE and will be kept in good condition and repair by CONCESSIONAIRE.

14. The CITY will endeavor to provide CONCESSIONAIRE advance notice of CITY construction and/or utility work in Vollrath Park

which would alter the disc golf course or compromise the safety of disc golfers on the course.

15. In the event CONCESSIONAIRE shall be in default in any of the covenants, terms or undertakings as herein set forth, and such default shall continue unremedied for 30 days after written notice of said default by personal service or first-class mail addressed to CONCESSIONAIRE at their last known address; thereupon, at the CITY's option this Agreement may be terminated.

16. This Concession Agreement shall not be assigned in whole or in part, nor shall any part of the premises be sublet or licensed, nor shall any right or privilege granted herein to CONCESSIONAIRE be sold, transferred or assigned without the written approval of the Director of Public Works.

17. This Agreement may be executed in one or more counterparts, and all such counterparts shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Vollrath Park Disc Golf Concession Agreement to be executed as of the date first above written.

CITY OF SHEBOYGAN

BY: _____ _____

Michael J. Vandersteen
Mayor

Dennis Wield

ATTEST: _____ _____

Susan Richards
City Clerk

Patricia Wield

This document is authorized by and in accordance with Res. No. _____-14-15.

This instrument drafted by:
Stephen G. McLean
City Attorney
Sheboygan, WI 53081
WI State Bar No. 01011662

agmnts/VollrathParkDicGolfConcessionAgmt-2014

LEASE AGREEMENT

THIS AGREEMENT, made this 5th day of February, 2015, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR,**" and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE.**"

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 Parcel Ident. No.
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2015 through December 31, 2015.

3. That the total rental rate for this parcel of land for 2015 shall be at the rate of seventy ($70.00) dollars per acre, for a total of two thousand one hundred ($2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2015.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE, LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this 28 day of JAN, , 2015

LESSEE

BY: David L. Gartman

David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this 5th day of February, 2015.

CITY OF SHEBOYGAN (LESSOR)

BY: Michael J. Vandersteen

Michael J. Vandersteen
Mayor

ATTEST: Susan Richards

Susan Richards
City Clerk

Examined and Approved as to Form and Execution this 5th day of February, 2015.

Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No. 110-14-15.

DOCUMENT #5245

An Agricultrual land lease between City of Sheboygan and David Gartman for 30 acres of land on former Poth property.

Res. No. 110-14-15.

February 5, 2015.

VIII

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. December 15, 2014.

Your Committee to whom was referred Res. No. 110-14-15 by Alderperson Heidemann authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.; recommends that the Resolution be passed.

Concur

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.9

Res. No. 110 - 14 - 15. By Alderperson Heidemann. December 1, 2014.

A RESOLUTION authorizing executing a one-year lease for the agricultural property in the Town of Wilson, formerly owned by John Poth, Jr.

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute the attached lease with David L. Gartman for the 2015 agricultural use of approximately 30 acres of the former John Poth, Jr. property in the Town of Wilson.

Pub Wks. 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

LEASE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2014, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, hereinafter referred to as "**LESSOR,**" and David L. Gartman, 5509 Moenning Rd., Sheboygan, WI 53081, hereinafter referred to as "**LESSEE.**"

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE LESSOR AND THE LESSEE:

1. That the **LESSOR** does hereby lease and let unto the **LESSEE** approximately 30 acres of certain agricultural property described as follows:

59030-454940	S 1/2 OF S.W. S.W., Sec. 10	59030-454940/454960/ 455120 & 455140 Parcel Ident. No.
59030-454960	S 1/2 of S.E. S.W., Sec. 10	
59030-455120	W 1/2 of N.W. S.E., Sec. 10	
59030-455140	W 1/2 of S.W. S.E., Sec. 10	

All in T. 14, R. 23, Town of Wilson, County of Sheboygan, State of Wisconsin.

2. That the term of this lease shall be for the period from January 1, 2015 through December 31, 2015.

3. That the total rental rate for this parcel of land for 2015 shall be at the rate of seventy ($70.00) dollars per acre, for a total of two thousand one hundred ($2,100.00) dollars per year, which shall be due and payable at the office of the Department of Public Works on the fifteenth (15th) day of December, 2015.

4. That the **LESSEE** shall use the plot of land only for agricultural purposes and that no other type of use is permitted thereon.

5. That the **LESSEE** agrees that the **LESSOR** may, at reasonable and proper times, and upon reasonable notice, enter upon the leased property whenever it is deemed to be in the public interest.

6. That the **LESSEE** shall save, protect and conserve the land to the best of his ability and commit no waste thereon.

7. The **LESSEE** hereby agrees that he will not assign, sublease, or otherwise grant or permit any other person to use the plot for any purpose whatsoever.

8. The **LESSEE** agrees to make no improvements of any kind whatsoever in or on the land.

9. The **LESSEE** hereby agrees that he will not encumber the land or crops growing thereon.

10. **LESSEE** shall not erect, install, operate or allow same, in or upon the land, any signs or other similar advertising devices without first having obtained the **LESSOR'S** written consent therefor.

11. **LESSOR** may construct, install and operate one (1) sign on said premises identifying said property.

12. That prior to the planting of crops by the **LESSEE**, **LESSOR** may remove from the total acreage leased any part thereof upon written notice to **LESSEE**, and **LESSOR** shall not pay any damages for such taking of property from the **LESSEE**, and during the crop season, **LESSOR** may remove from the total acreage leased to **LESSEE** any part thereof upon written notice to **LESSEE**, and **LESSOR** shall pay damages to **LESSEE**. Said damages to be limited to seed, fertilizer, planting costs and incidentals for that portion of land so removed from the lease.

13. **LESSOR** shall be responsible for any and all taxes upon said land.

14. **LESSEE** shall save **LESSOR** harmless from any loss, cost or damage that may arise out of or in connection with this lease or the use of said premises by **LESSEE**, his agents, employees or any other person using said premises.

15. In the event the **LESSEE** shall become bankrupt or insolvent, or should a trustee or receiver be appointed to administer the **LESSEE'S** business, neither this lease nor any interest herein shall become an asset of such trustee or receiver, and, in the event of the appointment of any such trustee or receiver, this lease shall immediately terminate and end.

16. Waiver by the **LESSOR** of any default in performance by the **LESSEE** of any of the terms, covenants, or conditions contained herein, shall not be deemed a continuing waiver of the same or any subsequent default herein.

17. **LESSEE** shall have no right or interest in the renewal of this lease agreement.

Dated this ____ day of _____, 2014.

LESSEE

BY: _____
David L. Gartman

This document consists of three (3) typewritten pages, including the following signature page.

Dated this ____ day of _____, 2014.

CITY OF SHEBOYGAN (LESSOR)

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Susan Richards
City Clerk

Examined and Approved as to
Form and Execution this ____
day of _____, 2014.

_____
Stephen G. McLean
City Attorney

This document is authorized by and in accordance with Res. No. ___-14-15.

II

R. O. No. ____ - 14 - 15. By CITY PLAN COMMISSION. December 15, 2014.

Your Commission to whom was referred Gen. Ord. No. 39-14-15 by Alderpersons Thiel and Kath and R. O. No. 191-14-15 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District classification of properties located at 502 N 14th St. from Class NR-6 Neighborhood Resident 6 to Class NC Neighborhood Commercial Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, December 9, 2014, and after due consideration, recommends approval of the General Ordinance and Report of Officer.

Lies over to Jan. 5th

Director of Planning & Development

II

X

7.1

Gen. Ord. No. 39 - 14 - 15. By Alderpersons Thiel and Kath.
December 1, 2014.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located at 502 N. 14th St. from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class NR Neighborhood Residential to Class NC Neighborhood Commercial Classification:

Property located at 502 N. 14th St. more particularly described as:

Original Plat, the south 50' of lots 5 & 6 of Blk. 161, located in the City of Sheboygan, Sheboygan County, Wisconsin

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

City Plan

Julie Kath

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____.

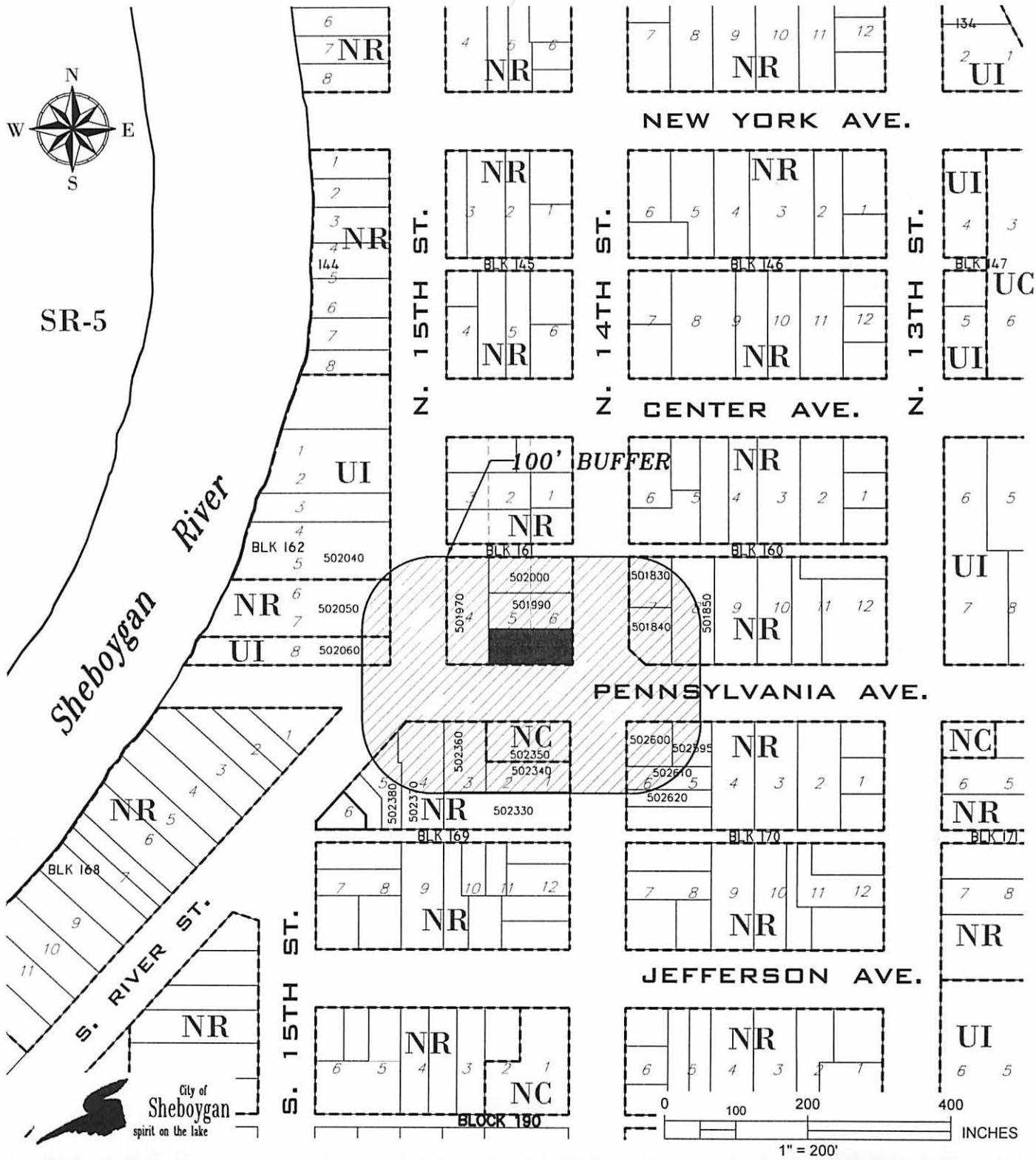
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

PROPOSED ZONING CHANGE
FROM NR TO NC
FOR 502 N. 14TH STREET
SECTION 22, T. 15 N., R. 23 E.

ORIGINAL PLAT, THE SOUTH 50' OF LOTS 5 & 6 OF BLOCK 161, LOCATED IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



II

4.5

R. O. No. 191 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting an application from Russell Brandl, HomePride, LLC, for an amendment to Official Zoning Map for property located at 502 N. 14th St. from Classification NR-6 Neighborhood Residential to NC Neighborhood Commercial Classification.

City Plan

Susan Richards

City Clerk

II

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: 141843
FILING FEE: $200.00 (Payable to City of Sheboygan)

NOV 25 '14 PM 12:52

CITY OF SHEBOYGAN
APPLICATION FOR
AMENDMENT OF OFFICIAL ZONING MAP

(Requirements Per Section 15.903)
Revised May, 2012

Completed application is to be filed with the Office of the City Clerk, City Hall, 828 Center Avenue. Application will not be processed if all required attachments and filing fee of $200 (payable to the City of Sheboygan) is not submitted along with a complete and legible application. Application filing fee is non-refundable.

1. APPLICANT INFORMATION

APPLICANT: RUSSELL J. BRANDL PHONE NO.: (920) 901-2060

ADDRESS: 108 N. Kohler Sta. Whitelaw WIS E-MAIL: RUSS@BRANDLINSURANCE.COM

OWNER OF SITE: HOME PRIDE LLC PHONE NO.: (920) 901-2060

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 502 N. 14th Str. Sheboygan, WI

LEGAL DESCRIPTION: PARCEL # 59281501980 - BEING the South 1/3 of Lots 5 and 6 of Block 161 of the Original Plat of the city of Sheboygan

PARCEL NO. 59281501980 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: NR-6 Neighborhood Residential

PROPOSED ZONING DISTRICT CLASSIFICATION: NC Neighborhood Commercial

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: 2-Family Dwelling

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: 1-Family Rental Up Stairs Professional Insurance office downstairs

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? Not Certain but I Assume this Property is not in a Flood Plain or Wetland

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

- ☐ The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Master Plan.
- ☐ A mistake was made in mapping on the Official Zoning Map. (An area is developing in a manner and purpose different from that for which it is mapped.) *NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.*
- ☒ Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
- ☐ Growth patterns or rates have changed, thereby creating the need for an amendment to the Official Zoning Map.
- ☒ Explain: S. 14th has become a main busy through fare in the past year and is less desirable for Residential Use It appears at one point in the past the property was used commercially

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? The trend of the area of 14th especially on the West side and on the Corners

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency? I Don't believe that this property IS AFFected By Flood Plains or WetLANDS or the Regulations of WIS. Dept of Natural Resources

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

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

☑ Explain: 14th Street IS Really busy traffic wise AND SEEMS to be Less Desirable For Residential use, there are quite A Few Converted to NC, especially on Corner Lots, both ways north AND South

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property? NC zoning downstairs would have Less traffic evenings AND weekends. Corner properties don't provide backyards For families.

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

The city would like additional Habitational units, with the proposed Remodeling the upstairs would be a higher end apartment. The proposed Remodeling of the downstairs and zoning change would highlite the Buildings commercial characteristics

4. CERTIFICATE

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

APPLICANT'S SIGNATURE — **DATE** 11-24-2014

RUSSELL J. BRANDL

PRINT ABOVE NAME

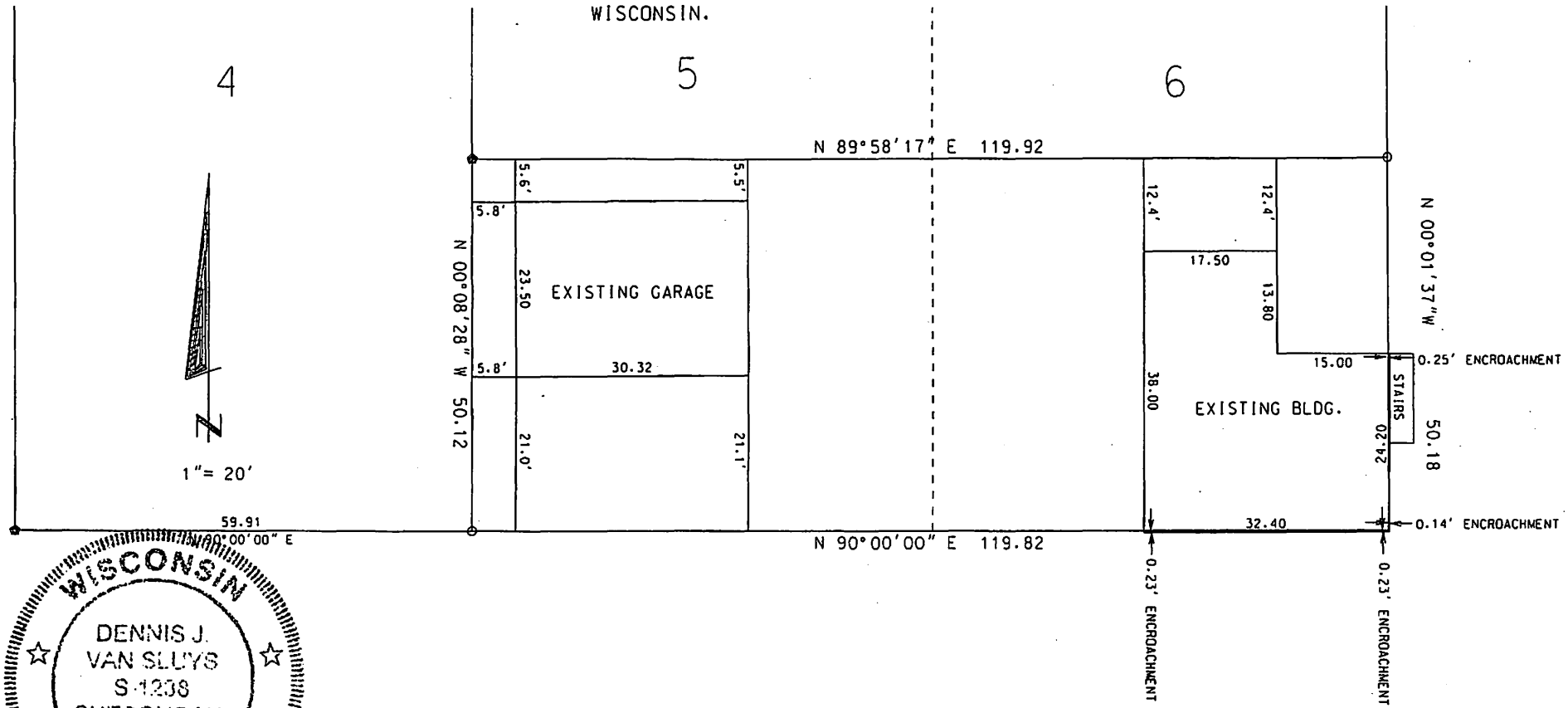
APPLICATION SUBMITTAL REQUIREMENTS

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

- ☐ The property proposed to be rezoned.
- ☐ All lot dimensions of the subject property.
- ☐ All other lands within 200 feet of the subject property.
- ☐ Map size not more than 11" X 17" and map scale not less than 1" = 600'.
- ☐ Graphic scale and north arrow.

D & H LAND SURVEYS LLC
1628 GEORGIA AVENUE
SHEBOYGAN, WISCONSIN

502 N. 14th STREER
PARCEL NO. 59281501980
BEING THE SOUTH 1/3 OF LOTS 5 AND 6 OF BLOCK 161 OF THE ORGINAL PLAT OF THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN.



WISCONSIN
DENNIS J. VAN SLUYS
S-1238
SHEBOYGAN, WI
LAND SURVEYOR

PENNSYLVANIA AVE

THIS IS TO CERTIFY THAT THE INFORMATION SHOWN HEREON IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

THIS IS AN ORIGINAL DOCUMENT IF SEAL IS IMPRINTED IN RED

Dennis J. Van Sluys S-1238

Dated this 11th day of November, 2014.

● = 1" IRON PIPE FOUND
○ = 1" IRON PIPE SET

DATA/CITYSHEB/1406N14

STATE OF WISCONSIN

REAL ESTATE PROPERTY TAX BILL FOR 2013

4488

PARCEL NUMBER: 59281501980
Correspondence should refer to Parcel Number.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY

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.
15,000	49,100	64,100	110.679	13,600	44,400	58,000

☐ A star in this box means unpaid prior year taxes.

TAXING JURISDICTION	2012 Est. State Aids Allocated Tax Dist	2013 Est. State Aids Allocated Tax Dist	2012 Net Tax	2013 Net Tax	% Tax Change
STATE			10.01	9.86	-1.5
COUNTY	1,552,131	1,563,723	310.72	316.88	2.0
C-SHEBOYGAN	13,257,512	13,146,608	531.14	537.67	1.2
SCHL - 5271	49,672,741	51,005,863	577.40	573.95	-.6
TCDB 11	600,968	569,396	94.75	95.11	.4
TOTAL	65,083,352	66,285,590	1,524.02	1,533.47	.6
First Dollar Credit			76.64	74.91	-2.3
Lottery & Gaming Credit			106.84	127.58	19.4
Net Property Tax			1,340.54	1,330.98	-.7

NET PROPERTY TAX 1,330.98

TOTAL DUE FOR FULL PAYMENT
PAY BY JANUARY 31, 2014
$1,330.98

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

1st Installment by JANUARY 31, 2014	2nd Installment by JULY 31, 2014
601.70	729.28

School taxes reduced by school levy tax credit: 106.99

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 Credits): 23.9230541

502 N. 14TH ST.
V 1559 P630
ORIGINAL PLAT S 1/3 OF LOTS 5 & 6 BLOCK 161

CLARK, JOHN F.
502 N 14TH ST
SHEBOYGAN WI 53081-4304

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

6OP 16108

RETAIN THIS PORTION AS YOUR COPY

TEAR HERE

TEAR HERE

TEAR OFF THIS STUB AND INCLUDE WITH FIRST INSTALLMENT PAYMENT

REAL ESTATE PROPERTY TAX BILL FOR 2013

RP47601

Parcel Number: 59281501980

Name: CLARK, JOHN F.
502 N 14TH ST
SHEBOYGAN WI 53081-4304

Pay 1st Installment - $601.70
Or
Pay Full Payment - $1,330.98
By January 31, 2014

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

Parcel Address: 502 N. 14TH ST.

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 Community Bank & Trust lobby locations		Community Bank & Trust Lobby 4210 Highway 42, Sheboygan 655 S Taylor Drive, Sheboygan 604 N 8th Street, Sheboygan 3220 S Business Drive, Sheboygan	Lobby hours: Mon-Thurs 9-5, Fri 9-6 and Sat 9-Noon, 8th St closed Sat. Closed at Noon 12/24, all day 12/25 & 1/01, Closed at 5:00 12/31 & Open 1/20.

Online Payments: Visit www.sheboyganwi.gov - Click on property tax payment options banner on homepage. Service Fees will apply.
Drop Box: City Hall, 828 Center Avenue, Sheboygan, WI 53081. Box located at the front door to the building.
Dates Municipality Closed: NA
Other Drop Off Site: None
Telephone: 920-459-3395

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)

Make check payable and mail to:

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

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

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE
PAID ONE OUNCE
SHEBOYGAN, WI
PERMIT NO. 116

FIRST CLASS MAIL

ADDRESS SERVICE REQUESTED

CLARK, JOHN F.
502 N 14TH ST
SHEBOYGAN WI 53081-4304

IMPORTANT
SEE COUNTY BUDGET GRAPHS INSIDE (County Portion of Tax Bill Only)

TAX STATEMENT

0006 001
0129

II

R. O. No. ____ - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting a claim from Jeffrey and Kendra Johnson for alleged damages to their basement when the sewer backed up.

Finance

Susan Richards
City Clerk

II

E RECEIVED 12-9-14

RECEIVED BY LS Schneider

CLAIM NO. 24-14

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

DEC 9'14 AM10:37

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: Jeffrey / Kendra Johnson
2. Home address of Claimant: 627 S. 26th St. Sheboygan 53081
3. Home phone number: 920-458-9750
4. Business address and phone number of Claimant: N/A
5. When did damage or injury occur? (date, time of day) 11-30-14 12 pm
6. Where did damage or injury occur? (give full description) SEWER BACK UP IN BASEMENT
7. How did damage or injury occur? (give full description) Sewer backup in basement, called the city - was told to call plumber. Called D+M plumbing who pulled 2 manhole's north of our residence + found standing water He (plumber) called city dispatch again + they came + opened sewer.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

   (a) Name of such officer or employee, if known: Don't know.

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

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

   (a) Public property alleged to be dangerous: N/A

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

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

No injuries

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

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

Auto: $

Property: $ N/A

Personal injury: $

Other: (Specify below $ 262.50

HAD SEWER BACK UP CALLED TWICE AND WAS TOLD NOT YOUR PROBLEM. CALLED PLUMBER AND HE LOOKED AT CITY SEWERS AND WERE BACKED UP FILLING MY BASEMENT. YOUR RESPONSIBILITY, PLEASE REFUND.

TOTAL

Damaged vehicle (if applicable)

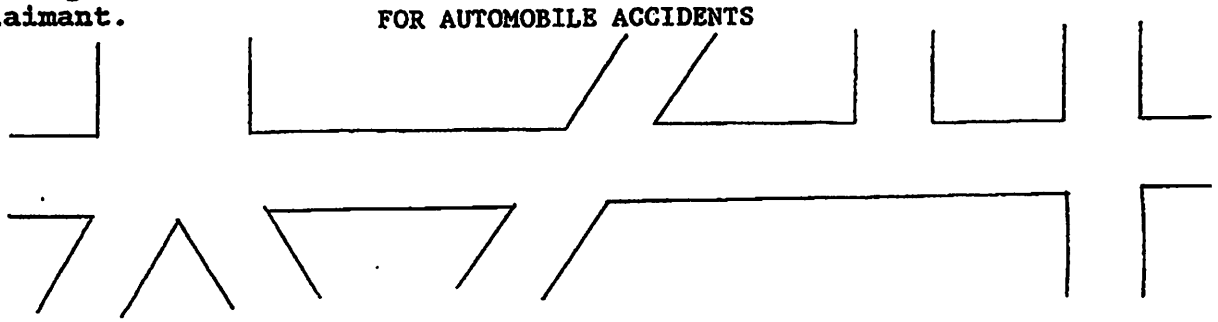
Make: Model: Year: Mileage:

Names and addresses of witnesses, doctors and hospitals:

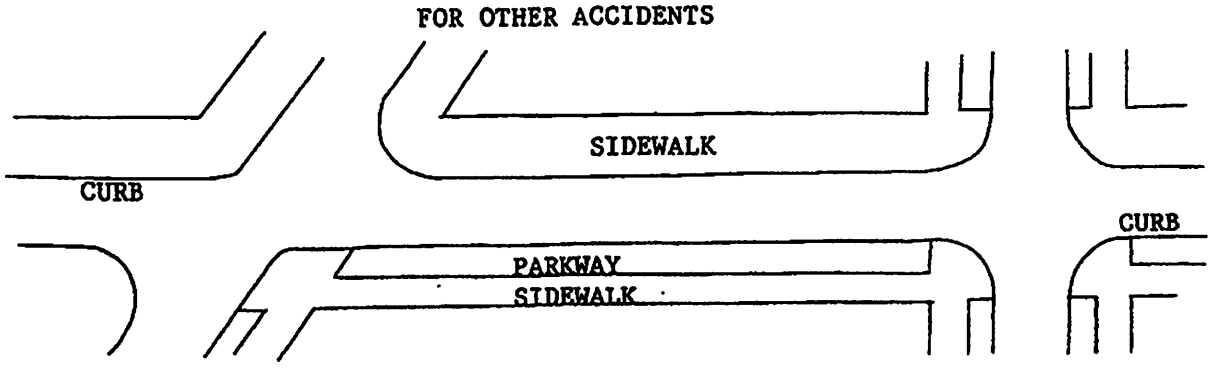
FOR ALL ACCIDENT NOTICES, COMPLETE THE FOLLOWING DIAGRAM IN DETAIL. BE SURE TO INCLUDE NAMES OF ALL STREETS, HOUSE NUMBERS, LOCATION OF VEHICLES, INDICATING WHICH IS CITY VEHICLE (IF APPLICABLE), WHICH IS CLAIMANT'S VEHICLE, LOCATION OF INDIVIDUALS, ETC.

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

FOR AUTOMOBILE ACCIDENTS



FOR OTHER ACCIDENTS



SIGNATURE OF CLAIMANT: Kendra Johnson Date: 12-10-2014

RECEIVED 12-9-14

RECEIVED BY LS Schroeder

CLAIM NO. 24-14

DEC 10 '14 AM 11:05

CLAIM

Claimant's Name: Jeffrey Johnson

Claimant's Address: 627 S. 26th St
Sheboygan WI 53081

Claimant's Phone No. 920-458-9750

Auto	$
Property	$
Personal Injury	$
Other (Specify below)	$ 262.50
TOTAL	$262.50

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 $ 262.50.

If any questions Bill @ D+M plumbing will state that the problem was the sewer # 920-377-0627. and that we should be reimbursed for this bill.

SIGNED: Kendra Johnson

DATE: 12/8/14

ADDRESS: 627 S. 26th St
Sheboygan WI 53081

Bill 920-377-0627

WORK ORDER

(Subject to the Terms and Conditions on reverse side of this page)

Customer No.

Call Date	Time	AM PM	Job Address	City	Zip	☐ Owner ☐ Tenant
11/30/14			627 S. 26th ST	SHEBOYGAN		

Customer Name: JEFF Johnson

Billing Last First

P.O./Caller

Add'l. Work Authorized By Name

Initials

Not To Exceed $

Estimated Price $

Please pay technician at time of service or a $10.00 billing fee will be added to invoice.

Address ☐ Same

Time Promised ☐ AM ☐ PM

City/Zip

COLLECT ☐ COMMERCIAL ACCOUNT ☐

Phone When Ready ☐ Yes ☐ No

INSTRUCTIONS WATER Coming In From FLOOR DRAIN

D&M PLUMBING & HEATING CO., INC.
1020 MICHIGAN AVENUE · SHEBOYGAN, WI 53081
(920) 452-9666 · FAX (920) 452-3357
www.dmplbg.com
MP5602

Res. Phone

Bus. Phone 920-458-9750

Extension

Labor Rate Based On ☐ Regular ☐ Emergency $_____ per hour

Cell Number

QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE	QTY.	OFFICE	DESCRIPTION	SALE
		PAID IN FULL									
		$262.50									
		Check #2686									
		K. Bill N.									
		11-30-14									
		(3) TOTAL				(2) TOTAL				(1) TOTAL	

CREDIT CARD ☐ Visa ☐ MC ☐ AMEX

#

Exp. Date CVD

X CUSTOMER SIGNATURE

Check No.

☐ This payment received without face to face customer contact.

AUTHORIZATION #

Service Date

Service Tech. Bill N 2 HRS

Service Tech. Comments I PULLED MAN HOLE'S NORTH OF RESIDENCE AND FOUND 2- MANHOLES ~~HAD~~ HAD STANDING WATER. WE CALLED CITY DISPATCH AND GOT DPW TO COME OUT AND Jet Sewer MAIN TO Open UP Sewer

Model Number: Serial Number:

Payment made by: ☐ Cash ☐ Credit Card ☐ Check Initials:

To the best of my knowledge, the above has been completed to my satisfaction. Furthermore, I have read and understand your terms and conditions on the reverse side of this page.

X CUSTOMER SIGNATURE

Diagnostic Fee		
Tools & Supplies	—	
Parts Total 1, 2, & 3	—	
Bldg. Sewer Opening	—	
Drain Opening		
Add'l. Drains ☐		
INSTALLATION TOTAL	250	00
Subtotal		
Tax	12	50
CUSTOMER PAYS	262	50

KBAER DESIGN CENTER
KITCHEN & BATH DESIGN STUDIO

THANK YOU

$# 113768

TERMS AND CONDITIONS

I. TERMS OF PAYMENT.

A. **Payment Due Date** — Payment in full for merchandise delivered shall be due within thirty (30) days of delivery installation date.

B. **Service Charge** — A one and one-half percent (1-1/2%) per month service charge will apply to all delinquent payments. This is an annual percentage rate of eighteen percent (18%) applied to open balance in the account on the billing date.

C. **Security Interest** — BUYER hereby grants and D&M retains a security interest in the subject matter of this Agreement to secure the payment of indebtedness remaining unpaid hereunder. BUYER agrees to execute financing statements and to perform such other actions as D&M requires in connection with such security interest.

D. **Deposit Requirement** — Deposits shall be required as determined by D&M and in such amounts as stated on the Work Order.

II. REMEDIES FOR NONPAYMENT.

A. If BUYER fails to pay this obligation as required under the terms of payment listed above, D&M shall pursue its remedies to collect any amounts owing in a suit at law or construction lien foreclosure, or both, or by the exercise of any other remedy available at law or equity.

B. BUYER shall pay all reasonable costs and expenses before and after judgment, including without limitation, D&M's attorneys fees incurred in enforcing its rights to payment of any amounts owing from BUYER.

III. LIMITATIONS OF LIABILITY.

A. **Limited Warranty for Labor** — D&M warrants the labor and installation completed pursuant to this contract to be free from defects in workmanship if the product is used in a normal manner and for the purpose for which is was intended. The services to be performed by D&M under this contract shall be provided with a limited warranty that the services shall be consistent with the standard of performance within the industry or as provided in the manufacturer's installation manuals. D&M's obligation under this warranty is limited to repairing any defects in installation, free of charge, within one year from that date of service, except for drain or sewer openings, for which D&M's warranty is limited to 48 hours from the time of service. D&M'S LIABILITY SHALL IN NO EVENT EXCEED THE ORIGINAL INVOICED VALUE OF LABOR PROVIDED UNDER THIS AGREEMENT. This shall be the limit of D&M's liability for any breach of warranty. This warranty does not and shall not be deemed to cover any materials, products, goods, or parts sold in connection with this Agreement. BUYER must notify D&M in writing of breach of warranty immediately after its discovery within the guarantee period, otherwise such claims will be deemed waived. This Limited Warranty is in lieu of all other warranties.

B. **Disclaimer of Warranties** — Any materials, products, goods or parts sold or furnished by D&M, but not manufactured by D&M, will carry only the warranty of the manufacturer. BUYER shall be responsible for any transportation charges or duties incurred in replacing or repairing such goods or parts. D&M expressly declines to adopt any warranty provided by the manufacturer for such materials, products, goods, or parts. THE PARTIES AGREE THAT THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED FROM THIS AGREEMENT.

C. D&M shall not be liable for any losses, forfeitures and all other consequential damages, whether direct or indirect, and whether or not resulting from or contributed to by the default or negligence of D&M, its agents, employees, and subcontractors, which might be claimed as a result of the use or failure of the goods or services sold, and BUYER hereby waives all such claims it may have against D&M.

IV. COMPLETE AGREEMENT.

The above terms and conditions represent the full statement of agreement between BUYER and D&M. Any amendments to these terms must be in writing and signed by an officer of D&M. This writing is the final complete and exclusive expression of the parties' Agreement. Any statements made by D&M's agent that differ from the terms of this Agreement shall have no effect.

V. APPLICABLE LAW AND VENUE.

The rights and duties of all persons in the construction and effect of all provisions hereof shall be governed by and construed according to the laws of the State of Wisconsin. Any dispute arising from or relating to this Agreement shall have as its venue Sheboygan County, Wisconsin.

VI. SEVERABILITY.

In the event that it is determined that any term or condition of this Agreement is unenforceable for any reason whatsoever, such determination shall not affect the enforceability of the remaining terms and conditions of this Agreement.

II

R. O. No. ____ - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting a communication from Mai Seng Xiong requesting a waiver from the Sex Offender Residency restrictions in order to live at 3914 Country Place, Unit A.

PP&B.

Susan Richards

City Clerk

II

Date 12-4-12

DEC 4 '14 PM 3:15

My name is Mai Seng Xiong.

I am requesting a waiver to the Sexual Residency Requirements so I may live at 3914 Country Place Unit A Sheboygan, WI 53081.

Signature [illegible]

Phone No 920-254-1449

sent to ACA & P.D. on 12/4/14

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. I know your agents are the ones that need to know this as they bring in the applications to the Clerk's Office. This timeline will also apply to people who just come into our office to drop off their own applications.

This will allow the Police Department to complete the necessary work they do to prepare for the Public Protection and Safety meeting.

Thanks for all your cooperation in this matter.....

II

R. O. No. ____ - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting a communication from Lynn Yunger, Acuity Insurance, requesting that Acuity be assigned 2800 S. Taylor Dr. as their physical street address.

PPB

Susan Richards
City Clerk

II

Richards, Susan

From: Pelishek, Chad
Sent: Tuesday, December 02, 2014 5:24 PM
To: Richards, Susan
Cc: Romas, Mike
Subject: FW: Official Street Address for Acuity Insurance

Hi Sue:

Attached is a request to change the address number for Acuity to 2800 S. Taylor. The Common Council needs to approve this request. I would say it should be referred to PP&S.

Thanks, Chad

From: Romas, Mike
Sent: Tuesday, December 2, 2014 4:05 PM
To: Pelishek, Chad
Subject: FW: Official Street Address for Acuity Insurance

Here it is Chad. Thanks for your advice! What's next?

Please advise,

Mike

From: Lynn Yunger [mailto:Lynn.Yunger@acuity.com]
Sent: Tuesday, December 02, 2014 3:51 PM
To: Romas, Mike
Subject: Official Street Address for Acuity Insurance

Chief Romas,

As we discussed in our phone call earlier today, I have consulted with Sheri Murphy, Acuity's Vice President of Services & Administration, and we are in agreement that Acuity prefers to use 2800 S. Taylor Drive as our physical street address.

Aside from our tax person in the Accounting Dept., no one at Acuity would recognize or know to reference anything other than the 2800 street address. Thus, from an emergency services response standpoint, Acuity would much prefer to have any extraneous address(es) removed from the City database in favor of 2800 S. Taylor Drive.

Let me know if you have any additional questions or concerns or if I can be of assistance.

Lynn Y. in Ben Salzmann's Office
920-458-9131, ext. 1371

AGREEMENT FOR THE PROVISION OF INTERRA HEALTH®, INC. SERVICES

This Agreement for the Provision of Interra Health®, Inc. Services (Agreement) sets forth the terms on which Interra Health, Inc. (Interra Health) will provide services for City of Sheboygan (Client). In this Agreement, Client and Interra Health each may be referred to as a Party or together as the Parties.

Establishment of a wellness program using unique industry trade practices.

WHEREAS Interra Health has developed a novel business approach to wellness programs; and
WHEREAS Client acknowledges that it has not entered into other agreements preventing Client from executing this Agreement; and
WHEREAS Client is an entity in good standing in Wisconsin;
NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article I. Definitions

Annual Fee – Fee(s) for services provided by Interra Health to a Client each calendar year that are billed on an annual fee basis other than the Engagement Fee. The Annual Fee does not include Travel Charges.

Client – Entity to which Interra Health agrees to provide Interra Health Services

Engagement Fee – Startup fee required before initiation of services

InHealth Care™ - Healthcare services provided by Interra Health providers

InHealth Care clinic staff – Includes Interra Health providers and support staff located within clinic such as medical doctors, nurse practitioners, chiropractors, physical therapists, medical assistants, receptionists, etc

Health Screen - Includes the InHealth Risk Assessment™ and InHealth BioScreen™

InHealth BioScreen™ - Biometric testing by Interra Health

InHealth Coaching™ - Health coaching by Interra Health

InHealth Consulting™ - Program design, administration, custom reporting, programming, etc. by Interra Health

InHealth Data Tracker™ - Program reporting by Interra Health

InHealth News™ - Monthly electronic newsletter by Interra Health

InHealth Rewards™ - Incentive program design, administration and reporting by Interra Health

InHealth Risk Assessment™ - Comprehensive health risk assessment questionnaire by Interra Health

InHealth Scheduling™ - Online appointment setup and scheduling by Interra Health

InHealth Total Wellness™ - Comprehensive wellness program, including the following products: InHealth BioScreen, InHealth Risk Assessment, InHealth Coaching, InHealth Rewards, InHealth Consulting, InHealth Scheduling, InHealth Data Tracker, InHealth News.

Participant – any person who partakes in a Service.

Service – any service provided by Interra Health under this Agreement, including InHealth Care, InHealth BioScreen, InHealth Coaching, InHealth Consulting, InHealth Data Tracker, InHealth News, InHealth Rewards, InHealth Risk Assessment, and InHealth Scheduling

Service Start Date - The date on which the Interra Health Services are acknowledged in writing by both Parties to be in operation. The Service Start Date shall be January 1, 2015 [if nothing is entered into the preceding blank, the Service Start Date shall be the date on which the last of the Parties sign this Agreement].

Trademarks - Those registered and unregistered trademarks, trade names, service marks, icons, and logos, all worldwide registrations and applications, commercial names, distinctive label designs electronic and printed promotional and advertising materials, and all other communications in whatever form owned, licensed to, or used by Interra Health or Client in connection with the production, marketing, sale and distribution of Interra Health Services, the goodwill associated therewith, all rights of enforcement thereof, and all rights to sue or recover for their infringement or misappropriation

Travel Charges – Reasonable costs incurred for travel and transportation (airfare, car rental, mileage, etc.), travel time (half-rate), meals and lodging.

Article II. Intellectual Property and General Terms

SECTION 2.1 Trade Secrets and Confidential Information.

The Parties recognize and acknowledge that, in performing and receiving Services under this Agreement, Interra Health and Client will necessarily use and apply information that constitutes trade secrets ("Trade Secrets") as that term is defined by applicable statues and it may be necessary for Interra Health and Client to be exposed to such Trade Secrets of the other Party to allow the Services to be performed. Interra Health and Client each agree not to use or disclose any Trade Secrets of the other Party, or permit any person to examine and/or make copies of any documents that contain or are derived from those Trade Secrets, unless such information ceases to be deemed a Trade Secret, and to protect the other Party's Trade Secrets as if they were their own Trade Secrets. In so doing, Interra Health and Client shall each comply with any reasonable request from the other Party for the protection of Trade Secrets. Likewise, any business information revealed by Client or its member companies to Interra Health shall not be disclosed in any way by Interra Health. Moreover, Interra Health shall take great care and shall use the utmost discretion to preserve the confidentiality of Client employee/dependant information.

Section 2.2 No Rights to Interra Health Property.

- Nothing in this Agreement shall be construed (a) to give a Party any right, title or interest in or to any of the other party's Trademarks, commercial names, copyrighted materials, intellectual property, Trade Secrets, confidential information, or other property of that other party, or (b) that a Party's system(s) or any of a Party's property is in any way being sold, transferred, conveyed or otherwise given to the other party.
- Client acknowledges and agrees that it has no right, title or interest in or to any system or other applications designed for and used in connection with the *Interra Health™* program or Services.
- All electronic and other documents including reports, and spreadsheets prepared or furnished by *Interra Health™* or Client pursuant to this Agreement will be the property of the preparing or furnishing party. A Party may be provided copies for its use, information, and reference in connection with the Services; however, such documents are not intended for reuse in any manner by the receiving party. Any *Interra Health™* or Client documents will be regarded as intellectual property of *Interra Health™* or Client, respectively.
- Without the other party's prior written consent, a Party shall not use, directly or indirectly, any property of the other party for any purpose.
- Unless and only to the extent required by law, a Party shall not permit any lien to be placed against the other party's property.

SECTION 2.3 Exclusive Vendor.

During the term of this Agreement and any extensions thereof, Client hereby appoints Interra Health, and Interra Health hereby agrees to act as, the exclusive vendor of wellness programs, subject to all of the terms and conditions of this Agreement. Client shall not enter into any agreements that would provide for health screening services competing with Interra Health during the term of this Agreement without prior written approval of Interra Health. Nothing in this Agreement shall prohibit Interra Health from entering into agreements with others to provide wellness programs, health screening services, or related services.

SECTION 2.4 Relationship of the Parties.

The Parties expressly understand and agree that Interra Health is an independent contractor in the performance of each and every part of this Agreement and is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith and for any and all claims, liabilities or damages or debts of any type whatsoever that may arise on account of Interra Health activities, or those of its employees or agents, in the performance of this Agreement. Neither Client nor Interra Health has any authority, right or ability to bind or commit the other in any way and will not attempt to do so or imply that it may do so, except as expressly provided herein. Except as expressly provided herein, neither of the Parties shall have the right to exercise any control whatsoever over the activities or operations of the other. Each Party is independent of the other and shall not hold themselves out to be the agent, employer, or partner of the other. Their only relationship is by virtue of this Agreement, and no fiduciary relationship is created hereunder.

Section 2.5 No Representations or Warranties on Behalf of Interra Health.

Client shall make no representations or warranties on behalf of Interra Health, the wellness program, or the Services, including to third parties or to Client employees, without the express advance written consent of Interra Health, except that Client may represent the nature and scope of the program and the Services to its employees as reasonably necessary to communicate, administer and promote the program.

Article III. Services and Fees

SECTION 3.1 General Duties and Fees

- Client shall pay an Engagement Fee of $0.00 to Interra Health by the Service Start Date (or earlier if Client wishes to begin services prior to the execution of this Agreement). Client shall pay the Annual Fee as set forth below.
- Pricing listed below is based on a minimum 300 annual InHealth BioScreen participants. If minimum is not met, Client may still be billed for minimum number of participants. .

Interra Health shall be responsible for providing, in accordance with the terms and conditions of this Agreement and reasonable business practices, the marked (☒) services for the associated fee during the term of this Agreement. If, during the Agreement duration, Client purchases services not checked in the Agreement, the listed a la carte pricing will apply unless otherwise noted in writing signed by both Parties.

Summary of Program Services and Fees

☐ InHealth Total Wellness™

- ☐ InHealth Total Wellness Comprehensive wellness programming will be provided for a fee of $0.00/participant.

☒ InHealth Risk Assessment™

- ☒ Online assessments will be provided at a cost of $10.00 /participant for participants who do not complete the InHealth BioScreen.
- ☐ Paper assessments will be provided at a cost of $0.00 /participant.
- ☐ Online assessments are included in the cost of the InHealth Total Wellness program, or InHealth BioScreen. Paper assessments will be provided at an additional cost of $5.00/participant.

☒ InHealth BioScreen™

- ☒ InHealth BioScreen will be provided for a fee of $47.00/participant.
- ☐ InHealth BioScreen is included in the cost of the InHealth Total Wellness program.
- ☒ Physician Results submitted in lieu of completing the InHealth BioScreen will be invoiced at a rate of $10.00/qualifying submission.
- ☒ The following tests are included in the cost of the InHealth BioScreen (height, weight, Blood Pressure, Total Cholesterol, HDL, LDL, TC/HDL Ratio, Triglycerides, Glucose, Waist Circumference, Body Mass Index, and Percent Body Fat). Additional tests will be provided as indicated below. Cost(s) associated with additional testing is listed next to the corresponding test.
  - ☐ Nicotine QT: + $9.25/test
  - ☐ Chem. Panel: + $0.00/test
  - ☐ PSA: + $15.00/test
  - ☐ TSH: + $0.00/test
  - ☐ Smokerlyzer®: + $0.00/test
  - ☐ Other: + $0.00/test
  - ☐ Other: + $0.00/test

  Biometric tests will be performed via the following methods:
  - ☒ Fingerstick
  - ☐ Venipuncture
  - ☐ Fingerstick and Venipuncture – method dependant on location
- ☒ A low participant surcharge will apply to locations with ≤8 participants per shift/day/location:
  - $85.00 per participant will be added for screening locations with 1 participant per shift/day/location.
  - $20.00 per participant will be added to screening locations with 2-8 participants per shift/day/location.
- ☒ After hours (9:01pm – 5:59am local time) and weekend screens will incur an additional fee of $0.00/screen.

☒ Report and Results Consultations

- ☐ One (1) immediate Results Consultation per InHealth BioScreen participant is included in the cost of the InHealth Total Wellness program.
- ☒ Immediate Results Consultations will be provided at a cost of $6.00/consultation.
- ☐ Onsite Report Consultations will be provided at a rate of $0.00/hour.

☐ InHealth Coaching™

- ☐ Telephonic coaching is included in the cost of the InHealth Total Wellness program (Hours provided are based on program participation. See "InHealth Coaching" for calculation of hours to be provided.)
- ☐ Onsite coaching will be provided for a fee of $0.00/hour. Coaching will be provided onsite for up to 0 hours/week.
- ☐ Telephonic coaching will be provided for a fee of $0.00/hour. Coaching will be provided telephonically for up to 0 hours/month.

☒ InHealth News™

- ☐ InHealth News will be provided for a fee of $0.00/participant.
- ☒ InHealth News is included in the cost of the InHealth Total Wellness program, or InHealth BioScreen.

☒ InHealth Scheduling™

- ☐ InHealth Scheduling will be provided for a fee of $0.00/participant.
- ☒ InHealth Scheduling is included in the cost of the InHealth Total Wellness program, or InHealth BioScreen.

☐ InHealth Consulting™

- ☐ InHealth Consulting will be provided for a fee of $125.00/hour and administrative work for a fee of $75.00/hour.
- ☐ InHealth Consulting is included in the cost of the InHealth Total Wellness program.

☐ InHealth Rewards™

- ☐ InHealth Rewards self-reported programming is included in the cost of the InHealth Total Wellness program.
- ☐ Self-reported InHealth Rewards programming will be provided for a fee of $0.00/participant. Participant activities will be self-reported online without document verification by Interra Health.
- ☐ Verified InHealth Rewards programming will be provided for a fee of $0.00/participant. Participant activities will be submitted to Interra Health with verified documentation.

☒ InHealth Data Tracker™

- ☒ Standard reporting is provided at no cost with applicable service. Applicable standard reports include:
- ☒ Participation Report (electronic format)
- ☒ Executive Report (Aggregate Report)
  - An Interra Health representative will conduct one (1) ☐ webinar ☒ onsite Executive Report presentation per program year.
- ☒ Individual Risk Reports
- ☐ Incentive Report
- ☐ InHealth Coaching Quarterly Reporting
- ☒ Quarterly Provider Service Report by CPT Code Volume (includes number of CPT codes with description)
- ☒ Quarterly Laboratory Service Report by CPT Code Volume (includes number of CPT codes with description)
- ☐ MEDai Claims Integration will be provided for a fee of $0.00/primary insured
- ☒ Custom Reports are subject to consulting fees of $125.00/hour

☒ InHealth Care™ onsite clinic will include the following providers and services:

- ☒ Nurse Practitioner(s) services for a fee of $50.00/office visit. In the event that the only service being provided during a visit is the administration of an immunization or vaccination, the fee will charged will be $10.00 in addition to the cost of the dose itself.
- ☒ Chiropractor(s) services for a fee of $45.00/office visit (including manipulation and physiotherapy)
- ☒ Medical Assistant(s) for a fee of $0.00/hour for 0 hours/week for 46 weeks/year
- ☒ Receptionist(s) for a fee of $0.00/hour for 0 hours/week for 46 weeks/year
- ☒ Collaborating Physician Fee of $0.00/month
- ☒ Vaccines administered will be billed to Client at "provider" rates
- ☒ Labs performed will be billed to Client at "provider" rates
- ☒ A fee of $25.00/missed appointment will apply to all scheduled appointments not cancelled at least two (2) hours in advance to the scheduled appointment time. The first missed appointment within each calendar year, for each patient, will be paid by the Client. All future missed appointments within the same calendar year will be paid by the individual patient.

☒ A patient "Access Fee" in the amount of $25.00/office visit will be charged to all eligible plan members for non-preventive services provided in the clinic. Fees are due upon appointment check-in, and will be credited to the Client monthly.

☒ A 2.5% processing fee will be billed to Client for all patient payments collected by the Clinic.

InHealth Total Wellness™

- A participant is defined as any person who completes the InHealth BioScreen or submits Physician Results in lieu of a biometric screening.
- Includes the following products: InHealth BioScreen, InHealth Risk Assessment, InHealth Coaching, InHealth Rewards, InHealth Consulting, InHealth Scheduling, InHealth Data Tracker, and InHealth News.
- Available health coaching hours for InHealth Total Wellness programming is based on the following formula: 3 hours/week per 100 participants. [Example: a group of 1,000 participants equate to 30 hours per week]

InHealth Risk Assessment™

- Access to InHealth Risk Assessment for all program participants.
- For the first year of the program, participants that complete the paper assessment will receive a full paper report. Each additional year of the program, participants that complete paper assessments shall receive paper summary reports. Full reports may be requested by each participant in writing.
- Any extension to the schedule may be subject to additional fees (see section 3.2 Additional Fees).
- Custom questions may be added to the InHealth Risk Assessment for an additional fee (see section 3.2 Additional Fees).

InHealth BioScreen™

- Access to InHealth BioScreen for all eligible program participants.
- Cotinine (nicotine metabolites) testing is only performed on participants who state they are NOT tobacco users. TSH tests are recommended for female participants ≥ 40 years of age. Tests will be performed according to these recommendations unless specifically requested differently by Client.
- Travel Charges may apply (See section "Additional Fees").
- Qualifying physician blood result submissions must have a test date no older than 3 months prior to first screening date of the InHealth BioScreen and can have no more than 2 missing required values.
- Interra Health will not reimburse participants submitting results from a third party for any costs incurred including co-pays, deductibles, coinsurance, etc.
- The Heath Screen process will take place for a time period determined during program design and stated in the approved screening schedule. The time period is based on the number of projected participants and Client locations.
- Any extension to the schedule may be subject to additional fees (see section 3.2 Additional Fees).

InHealth News™

- Electronic monthly newsletter made available to all participants with a valid email address in the Interra Health system.

InHealth Scheduling™

- Development of screening schedule (includes dates, times and locations).
- Online scheduling tool for participants to schedule, change, and delete InHealth BioScreen, InHealth Coaching, and consultation appointments.
- Confirmation and reminder emails for all scheduled appointments.
    - Confirmation emails are sent immediately following setting/changing of appointment.
    - Reminder emails are sent morning of day prior to appointment.
    - Email functionality requires valid emails present in the Interra Health database.
- Production of applicable InHealth Data Tracker reports.

InHealth Consulting™

- Includes wellness program design and implementation, wellness program management, telephonic participation on wellness committees, Executive Report meetings, technology development, etc.
- The number of included consulting and administrative hours is based on the following ratio: 25 hours per 500 participants. Additional hours are subject to a la carte rates.
- Travel Charges may apply (See section 3.2 Additional Fees).

Report and Results Consultations

- Onsite immediate Results Consultations require fingerstick blood collection.
- Immediate Results consultations are performed immediately following the InHealth BioScreen and last approximately 3-5 minutes.
- Telephonic Report Consultations last approximately 10-15 minutes.
- Interra Health will provide the same number of telephonic Report Consultation timeslots as the number of participants that complete the InHealth BioScreen, plus an additional 5%.
- Any extension to the schedule may be subject to additional fees (see section 3.2 Additional Fees).

InHealth Coaching™

- Staffing of a certified Health Coach to provide InHealth Coaching services.
- Coaching hours include other Client related services such as Client/participant specific research, administration, Client conference calls, etc.
- Health coaching may take place approximately 46 weeks per year (due to vacation, holidays, Health Screens, etc).
- Coaching hours shall be allocated based on the following formula: up to 3 hours/week/100 participants.
- Standard rates apply to coaching hours between 8:00am - 6:00pm CST. Additional fees may apply for after hours and weekend appointments (see section 3.2 Additional Fees).
- Production of applicable electronic InHealth Data Tracker reports.

InHealth Rewards™

- For self-reported InHealth Rewards programs, participant activities will be self-reported online without document verification by Interra Health.
- For verified InHealth Rewards programs, participant activities will be submitted to Interra Health with verified documentation.
- Design of incentive model to include participation and follow-up program activities and rewards.
- Tracking of follow-up program participation.
- Production of applicable electronic InHealth Data Tracker.
- Any extension to the schedule may be subject to additional fees (see section 3.2 Additional Fees).

InHealth Data Tracker™

- Standard reporting is provided at no cost with applicable service. All reports are provided in electronic format.
- Participation Report: Interra Health will provide one (1) Participation Report within 2 weeks of the Health Screen closing date.
- Executive Report (Aggregate Report): Interra Health will provide one (1) Executive Report meeting within 4 weeks of the Health Screen closing date. An electronic version and 5 paper copies of the Executive Report will be provided at the time of the Executive Report presentation.
- A minimum of 50 participants is required to generate a full Executive Report.
- Individual Risk Reports: Participants that complete the InHealth Risk Assessment online will have unlimited access to view and print their online Individual Risk Report. Paper reports can be provided to online participants for an additional fee (see section 3.2 Additional Fees). For the first year of the program, participants that complete the paper assessment will receive a full paper report. Each additional year of the program, participants that complete paper assessments shall receive paper summary reports. Full paper reports may be requested by each participant in writing.
- Incentive Summary: Interra Health will provide one (1) Final Incentive Summary within two (2) weeks of the program closing date.
- InHealth Coaching Quarterly Reporting: quarterly reports will be provided on a calendar quarter regardless of Service Start Date.
- Reports in addition to those listed above are deemed "Custom Reports" and are subject to custom reporting fees (see section 3.2 Additional Fees).
- Custom reports require a minimum of three full business days (72 hours) prior to report being submitted by Interra Health to Client.

SECTION 3.2 Additional Fees

- Travel Charges may apply to locations more than 100 miles from an Interra Health office when utilizing Interra Health employees and subcontractors. Travel Charges will be invoiced as they are incurred by Interra Health (charges may include mileage, hotel, airfare, meals, car rental, etc.).

- Cancellation charges may apply to any schedule cancellations or changes. Cancellation charges will include any non-refundable travel expenses incurred by Interra Health.
- A cancellation charge of $250.00/cancelled (or changed) event/day will apply if changes are made within 72 business hours of event if using Interra Health employees or direct contractors.
- Cancellation charges for events performed via an Interra Health screening partner company will be invoiced according to the following schedule:
    - Venipuncture – will invoice 100% of the total of scheduled services unless notified of cancellation at least (14) calendar days in advance of the scheduled program date.
    - Fingerstick – **Day of the Event** – Billed at full cost based on expenses and the actual number of participants expected. **1-4 business days prior to the event** – Billed at 50% of the anticipated number of participants plus any expenses incurred. **Prior to 5 business days** – Bill only expenses that cannot be recuperated (typically airfares, sometimes hotel, and shipping).
- Any extension to the schedule (InHealth BioScreen, InHealth Risk Assessment, InHealth Coaching, Report Consultations, etc.) may be subject to fees calculated using the following formula: # of eligible participants x $0.15 x # of days extended. Extension fees due to greater than expected participation may be waived at the sole discretion of Interra Health.
- Custom questions may be added to the InHealth Risk Assessment for a fee of $250.00 for setup, plus $50.00 per custom question.
- Standard rates apply to InHealth Coaching hours between 8:00am and 6:00pm CST. An additional fee of $10.00/hour will apply to coaching hours from 6:01pm-7:59am CST and on weekends.
- Participants that complete the InHealth Risk Assessment online will have unlimited access to view and print their online Individual Risk Report. Paper reports can be provided to online participants for an additional fee of $5.00/report.
- Data transmission to a third party vendor will be invoiced at a flat rate of $500.00. This includes biometric data in either individual or aggregate form (example: a disease management firm). This rate is only valid during the length of this contract.
- If Client does not have a valid contract with Interra Health, data transmission fees to another wellness vendor shall be billed at a rate of $100.00 for setup and $3.00 per individual record (annual set of biometrics) that is requested to be transferred.
- Reports requested in addition to included standard reports are deemed "Custom Reports" and are subject to custom reporting fees of $125.00/hour.
- Data transmission and formatting from a third party vendor may be subject to consulting fees.
- Postage charges apply to materials sent to Client or participant homes unless otherwise stated.

SECTION 3.3 Billing

- As described in Section 3.1, the Engagement Fee will be collected prior to the initiation of any services. If the engagement fee is waived, 0% of the estimated annual fee will be due prior to Interra Health initiating services.
- Services will be billed according to the billing schedule described in this section. If Services for additional year(s) are initiated before the termination of this Agreement, Client will be obligated for all fees in this Agreement unless specifically stated otherwise in a future Agreement.

SECTION 3.4 Work and Safety Rules.

Interra Health shall require its employees, agents, contractors and subcontractors to abide by Client's work and safety rules when on Client's premises. In addition, Interra Health shall provide appropriate Material Safety Data Sheets (MSDS) to be on site and available for all chemicals brought onto the premises.

☒ The following a la carte Services will be billed to Client on a monthly basis as they are rendered (or costs incurred):

- ☒ InHealth Risk Assessment
- ☒ InHealth BioScreen
- ☐ InHealth Consulting
- ☐ InHealth Scheduling
- ☒ Report Consultations
- ☐ InHealth Coaching
- ☐ InHealth Data Tracker
- ☐ Flu Vaccines
- ☐ InHealth Rewards
- ☐ InHealth News
- ☒ Travel Charges
- ☒ Postage
- ☒ InHealth Care
- ☒ Laboratory
- ☒ Vaccinations

Article IV. Distribution and Collection of Revenue

Execution of this Agreement by Interra Health and Client constitutes Client's written confirmation to Interra Health of annual Service minimums. Services will be made available by Service Start Date(s) assuming this Agreement has been signed by both Parties. Interra Health will provide design and setup services prior to Service Start Date if engagement fee is paid in full. Interra Health will not conduct health screens prior to this Agreement being signed by both parties.

Client shall be responsible under this Agreement for the payment to Interra Health of all fees, including Annual Fee, Engagement Fee, Travel Charges, and other cost as billed. If Client pays Interra Health late, defined as thirty days past receipt of invoice, Interra Health will be entitled to impose a financial penalty of 1.5% per month on the full amount of the invoice.

Article V. Responsibilities of Client

SECTION 5.1 GENERAL Duties.

Client shall be responsible for providing in accordance with the terms and conditions of this Agreement and reasonable business practices, the following services during the term of this Agreement:

- Provide Interra Health with all required data to properly populate system database.
- Incorrect, incomplete, improperly formatted, and/or late data will require additional processing time and is subject to additional consulting fees.
- Active wellness program support and promotion including correspondence with Interra Health about matters that might directly or indirectly affect the success of the wellness program.
- Sufficient private onsite space at Client and support for Interra Health personnel and participants while conducting wellness program services.

SECTION 5.2 MARKETING and Promotional Support.

Marketing and promotional support will be conducted as described in Article III of this Agreement. During this time, Client shall provide Interra Health reasonable access to employee communication channels so that Interra Health can fulfill such obligations.

SECTION 5.3 REPORT of Problems.

Client shall provide prompt notification to Interra Health of any problems encountered by Client, Client's participants, or other patrons of the program, if such problems become known to Client.

SECTION 5.4 LEGAL Compliance.

Client shall be solely responsible for identifying and satisfying any legal obligations arising as a result of its maintenance of any wellness program(s) (such as the clinic program described herein), including but not limited to obligations arising directly or indirectly as a result of such wellness program's design.

Article VI. Representations and Warranties.

Each Party hereby warrants and represents to the other Party that (a) it has all requisite power and authority to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby, and (b) the execution, delivery or performance of this Agreement will not (i) conflict with or violate any provisions of such Party's organization documents or (ii) violate any statute, injunction or decree of any court or of any public governmental or regulatory body, agency or authority applicable to such Party.

Interra Health represents and warrants that in performing the Services described in this Agreement it shall employ practices, skills, procedures, care and judgment consistent with what is customarily employed by providers in the health care services industry.

Article VII. Insurance and Liability.

SECTION 7.1 Insurance.

Interra Health agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive general liability insurance in the amount of $3,000,000 per occurrence for bodily injury and for property damage. Interra Health hereby agrees to provide Client with a Certificate of Insurance evidencing the minimum levels of insurance set forth above and naming Client as an additional insured on such policies and as a loss payee under the normal conditions of the policy. Interra Health agrees that it will maintain workers' compensation insurance for Interra Health employees in an amount not less than the statutory requirements. Interra Health agrees to maintain, during the term of this Agreement, at its sole cost and expense, comprehensive professional liability (malpractice) insurance in the amount of $2,000,000 per occurrence ($4,000,000 aggregate) for each Interra Health employed onsite nurse practitioners with a primary assignment at J.J. Keller.

SECTION 7.2 Limited Liability.
In the event of any discontinuation of the services provided hereunder, neither Party nor their officers, directors, employees, providers, subcontractors, and agents shall be liable to the other Party for any indirect, special , incidental, consequential, punitive or any other damages, including but not limited to any lost revenue, profits, data or commissions of any kind, whether or not foreseeable, which are claimed to have arisen therefrom (whether or not Party was advised of the possibility of such loss or damage), under any theory of contract, negligence, strict liability or other legal or equitable theory.

Article VIII. Indemnification

Section 8.1 Interra Health Indemnification.
Interra Health, on behalf of itself, its contractors and agents ("Interra Health Parties") agrees to defend, indemnify and hold harmless Client, their directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Interra Health Parties (ii) any misconduct or bad faith on behalf of any Interra Health Parties, (iii) Interra Health's management of site safety, and (iv) Interra Health's regulatory compliance as described in Section 10.3.

Section 8.2 Client Indemnification.
Client, on behalf of itself, its contractors and agents ("Client Parties"), and subject to the limitations under Section 7.2 agrees to defend, indemnify and hold harmless Interra Health, its directors, officers, employees, agents, subsidiaries, and affiliates, from and against claims, arising out of or with respect to (i) negligence/malpractice by any Client Parties (ii) any willful misconduct or bad faith on behalf of any Client employee, and (iii) Client's regulatory compliance.

Section 8.3 Survival of Indemnification.
The provisions of this Article VIII shall survive termination or expiration of this Agreement.

Article IX. Term

Unless terminated earlier as provided herein, this Agreement shall have an initial term of twenty four (24) months from the Service Start Date (01/01/2015). If either party desires to terminate this Agreement upon expiration of the initial term, the terminating Party shall provide a ninety (90) day advance written notice of such termination to the other party. Should neither Party exercise its option to terminate at the end of the initial term, this Agreement shall continue in full force until such time as one Party provides a ninety (90) day written notice of termination to the other, and the ninety (90) day notice period has elapsed.

In the event either party wishes to terminate this Agreement due to the other party's failure to satisfactorily perform its material obligations in accordance with this Agreement, the defaulting party will have fifteen (15) days to cure such unsatisfactory performance following receipt of written notice from the other party. Such written notice will detail each alleged default. If the default has not been remedied by the conclusion of this fifteen (15) day period, the non-defaulting party may terminate this Agreement upon written notice.

The terms set forth in this agreement can change if agreed upon by both parties.

Article X. Miscellaneous

SECTION 10.1 NOTICES.
Any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given upon personal delivery to the Party to be notified or upon deposit in the mail of the jurisdiction where the Party is located, by registered or certified mail or express mail with delivery signature required, postage prepaid and addressed to the Party to be notified at the address indicated for such Party on the last page of this Agreement, or at such other address as the Party may designate by ten (10) days' advanced written notice to the other Party.

SECTION 10.2 Consents, Approvals, and Exercise of Discretion.
Whenever this Agreement requires that any consent or approval be given by either Party, unless expressly provided otherwise, such consent or approval shall not be unreasonably withheld, delayed, or conditioned.

SECTION 10.3 REGULATORY Compliance.
Interra Health accepts all responsibility for compliance with regulations and laws governing its operation of healthcare services generally, and Interra Health services in particular. Notwithstanding this Agreement to the contrary, Interra Health shall not be responsible for nor have any liability with respect to (a) the Client's obligations or its wellness program's legal compliance with the Employee Retirement Income Security Act, the Internal Revenue Code, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act or any other federal, state or local law, or (b) any determination of whether or not the services provided herein shall constitute a "high deductible health plan" for the purposes of Internal Revenue Code Section 223

and, as such, may affect the ability of a wellness program participant (including any participant in the clinic program described herein) to contribute to a health savings account.

SECTION 10.4 NON-Waiver.
The failure of either Party at any time to require performance or observance by any Party of any term or condition of this Agreement or the waiver of any succeeding breach of a term or condition, or waiver of the term or condition itself shall not affect the full right to require such performance or observance at any subsequent time.

SECTION 10.5 PRESS Releases.
If Client or Interra Health issues a press release announcing this Agreement, each Party has the right to review and approve said press release. Both Parties further agree to participate in future releases as warranted by advances, changes, upgrades, and other newsworthy events as they occur.

SECTION 10.6 ASSIGNMENT.
Each Party shall assign this Agreement to its successor in its entirety as part of a corporate reorganization, consolidation, merger or sale of substantially all of its assets; provided, however, that in the event of such assignment by Interra Health, Client may elect to terminate this Agreement by providing no less than thirty (30) days written notice of termination to Interra Health (and in which case any early termination fees provided for in this Agreement shall not apply). Any other attempted assignment or delegation, which is in conflict with the foregoing, shall be void and of no force and effect unless the assigning party acquires the other party's prior written consent.

SECTION 10.7 GOVERNING Law and Dispute Resolution.
This Agreement shall be construed and interpreted in accordance with the substantive laws of the State of Wisconsin. The Parties, and any person or persons claiming on behalf of the Parties, hereby submit to the personal jurisdiction of the state courts of the State of Wisconsin for purposes of any and all dispute resolutions, as set forth herein. The parties intend this provision shall survive termination or expiration of this Agreement.

SECTION 10.8 CUMULATIVE Rights.
The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit a Party's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal rights Interra Health and Client may have.

SECTION 10.9 ADDITIONAL Assurances.
Except as may specifically be provided to the contrary, the provisions of this Agreement shall be self-operative and shall not require further agreement by the Parties; provided, however, that upon the reasonable request of either Party, the other Party shall execute such additional certificates, confirmations, and instruments and take such additional acts as are reasonable and as the requesting Party may deem necessary to effectuate this Agreement.

SECTION 10.10 FORCE Majeure.
Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service resulting directly or indirectly from acts of God, civil or military authority, acts of public enemy, war, terrorism, accidents, fires, explosions, earthquakes, floods, failure of transportation, strikes or other work interruptions by either Party's employees, changes in law, regulation or government policy, or any other similar cause beyond the reasonable control of either Party, unless such delay or failure in performance is expressly addressed elsewhere in this Agreement. Any delay resulting therefrom will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable.

SECTION 10.11 SEVERABILITY.
If any covenant or other provision of this Agreement is deemed to be invalid, illegal or incapable of being enforced, by reason of any rule, law or public policy, all other covenants and provisions of the Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent on any other covenant or provision unless so expressed herein. To the extent this Agreement is in violation of applicable law, then the Parties consent and agree to negotiate in good faith to amend the Agreement, to the extent possible consistent with its purposes, to conform to law.

SECTION 10.12 Divisions and Headings.
The divisions of this Agreement into articles, sections, and subsections and the use of captions and headings in connection therewith is solely for convenience and shall not affect in any way the meaning or interpretation of this Agreement.

SECTION 10.13 ENTIRE Agreement.
With respect to the subject matter of this Agreement, this Agreement and any attached Appendices supersede all previous contracts, agreements and understandings and constitute the entire agreement between the Parties. Neither Party shall be entitled to benefits other than those expressly specified in this Agreement. No prior oral statements or contemporaneous negotiations or understandings or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated in this Agreement by written amendment signed by both Parties, such amendment(s) to become effective on the date stipulated in such amendment(s). The Parties specifically acknowledge that, in entering into and executing this Agreement, the Parties rely solely upon the representations and agreements contained in this Agreement and no others.

SECTION 10.14 Basis of Bargain.
Each Party recognizes and agrees that the warranty disclaimer and remedy limitations in this Agreement are material, bargained for basis of this Agreement and that they have been taken into account and reflected in determining the consideration to be given by each Party under this Agreement and in the decision by each Party to enter into this Agreement.

SECTION 10.15 Remedies.
Termination of this Agreement and/or suspension of services shall not be an exclusive remedy for breach of this Agreement and, whether or not termination is effected; all other remedies provided herein will remain available.

SECTION 10.16 Business Practices.
Each Party covenants that it shall use and employ sound, reasonable business practices and exercise reasonably prudent business judgment in the conduct of its business activities under this Agreement.

SECTION 10.17 Expenses.
Except as otherwise specifically provided in this Agreement, each Party shall bear its own expenses in connection with this Agreement and in connection with all obligations required to be performed by each of them hereunder.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement effective as of the Service Start Date:

CITY OF SHEBOYGAN:

_____	_____
(Print Name)	(Title)
_____	_____
(Signature)	(Date)

Address for Giving Notices:
City of Sheboygan
828 Center Ave, Suite 104
Sheboygan, WI 53081

INTERRA HEALTH, INC:

_____	_____
(Print Name)	(Title)
_____	_____
(Signature)	(Date)

Address for Giving Notices:
Interra Health, Inc.
1675 N. Barker Rd., Suite 200
Brookfield, WI 53045

III

Res. No. ____ - 14 - 15. By Alderperson Donohue. December 15, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Interra Health, Inc. to provide services for the calendar years 2015 and 2016.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Interra Health, Inc. for the provision of Interra Health, Inc. services for the period January 1, 2015 through December 31, 2016, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan are hereby authorized and directed to draw on the Health Insurance Fund - Claims Account No. 70411030-540205 in payment thereof.

_____

suspend

Res pass.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. _____ - 14 - 15. By Alderperson Donohue. December 15, 2014.

A RESOLUTION authorizing the City to enter into contract with Sun Life Stop Loss Insurance Coverage effective January 1, 2015. Coverage in 2015 will be $145,000 per unit.

RESOLVED: That the appropriate City Officials are hereby authorized to enter into contract accepting a supplemental Stop Loss Insurance Plan to include a separate plan for Transplant Coverage, Optum's Managed Transplant Program.

BE IT RESOLVED: That the appropriate City Officials are hereby authorized to draw orders on the City's Insurance Fund Account Number 70411032-540206 in payment of same.

suspend

Res pass.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

OPTUM™

Kenneth Mohr
9100 Shelbyville Road
Louisville, KY 40222

502-318-1743 Telephone
ken.mohr@optum.com

www.optum.com

Attention: Joanne Frye, UMR joanne.frye@umr.com

Cc: UMR-StopLossMarketin@umr.com

Policyholder: City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Policy Date: January 1, 2015 to December 31, 2015

Policy Number: 1000467

Premium Due Date: January 1, 2015

The Policyholder has selected the following critical care benefits plan: Optum Managed Transplant Program

Premium Rates: $6.43 Single
$15.41 Family

Commissions: 10%

Please notify Optum if you have any changes in your Third Party Administrator, Case Management or Agent of Record. This will allow Optum to continue to administer the Managed Transplant Program without disruption.

By signing this document I agree to renew the Managed Transplant Program policy for City of Sheboygan

Sandy Kohrick
(Signature)

HR Director
(Title)

12/01/2014
(Date)

III

Res. No. ____ - 14 - 15. By Alderperson Donohue. December 15, 2014.

A RESOLUTION authorizing the appropriate City officials to enter into contract with Delta Dental to administer dental benefit plan services for the City for calendar year 2015.

RESOLVED: That the appropriate City officials are hereby authorized to enter into contract with Delta Dental to administer dental benefit plan services for the City for the period January 1, 2015 through December 31, 2015, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the appropriate officers of the City of Sheboygan be, and they hereby are, authorized to draw on the Insurance Administration Services Account, Account No. 70411032-521500, in payment same.

suspend

Res pass.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

COBRA Rate Establishment

City Of Sheboygan
90811 - 0 - 08082014

As a service to you, Delta has calculated rates that can be used for your Plan's COBRA enrollees.

These rates reflect only the anticipated claims expenses for those enrollees and Delta's administrative fees. No other administrative fees have been included:

Single Coverage (employee, 1 Party)	$45.24
Family Coverage (employee and spouse, 2 Party)	$128.60
Family Coverage (employee and child(ren))	$128.60
Family Coverage (full family, 3+ Party)	$128.60

SCHEDULE 6.1

SCHEDULE OF ADMINISTRATIVE FEES

90811 - 0 - 08082014

To be attached to, and made part of, the Third-Party Administrative Agreement, Article VI – Administrative Fees.

IT IS HEREBY AGREED, that the Administrative Fees, payable on a monthly basis from City Of Sheboygan to Delta Dental of Wisconsin, shall be the following, and shall be valid starting on January 1, 2015, and ending on December 31, 2017.

Monthly Administrative Fee:

Per Employee	$3.93

III

Res. No. ____ - 13 - 14. By Alderperson Heidemann. December 15, 2014.

A RESOLUTION authorizing the appropriate City Officials to enter into contract with Miller & Associates of Sauk Prairie for the purposes of supplying and installing new playground equipment at Optimist Park and Cleveland Park.

WHEREAS, it is necessary to waive the competitive bid requirements for this work due to the City parks standardizing its playground equipment for uniformity and ease of maintenance, and

WHEREAS, Miller & Associates is the preferred distributor of Burke Playground Equipment, which has been predominantly used in the City of Sheboygan and is manufactured in Fond du Lac, Wisconsin, which allows for quick service.

RESOLVED: That the appropriate City officials are hereby authorized to waive the competitive bid requirements and enter into contract with Miller & Associates for supplying and installing new playground equipment at Optimist Park and Cleveland Park for the purchase of playground equipment at a cost of not to exceed $50,000 in payment of same from the Capital Improvements, Improvements Other Than Building Fund 10153000-631100.

suspend

Res pass

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. ____- 14- 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing retaining outside legal counsel to represent the City in the matter of Jeffery Hermann v. City of Sheboygan, and authorizing payment for said services.

RESOLVED: That the appropriate City officials are hereby authorized to retain the services of Attorney Alan M. Levy of Lindner & Marsack, S.C. to represent the City in the defense of the lawsuit filed by Jeffery Hermann, Case No. 14CV754.

BE IT FURTHER RESOLVED: That the Finance Director is hereby authorized and directed to draw on the Human Resources Contracted Services Account No. 10118100-521900 in payment of same.

suspend

Res pass

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. ____ - 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the sale of City-owned property at 1116 Huron Avenue.

WHEREAS, the property is known as the Little Red School House and is located in the Gateway Neighborhood;

WHEREAS, Adcom Real Estate, LLC is interested in purchasing the property "As-Is" for $20,000, due to outstanding building code concerns;

WHEREAS, the buyer proposes to renovate this building under the historic preservation regulations and utilize the property as an office building.

RESOLVED: That the Common Council authorizes the Mayor and City Clerk to act on behalf of the City and sign all appropriate documents related to the transfer this property.

suspend

Res pass

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Res. No. ____ - 14 - 15. By Alderpersons Hammond, Belanger, Donohue and Kath.
December 15, 2014.

A RESOLUTION authorizing entering into contract for purchase of two JVC Pro HD Camcorders for TV 8.

WHEREAS, the cost of the equipment is $56,750, and

WHEREAS, the Purchasing Agent has researched various vendors and found there is no price differential in the purchase price of the JVC Pro HD Camcorders.

RESOLVED: That the Purchasing Agent is authorized to enter into contract for two JVC Pro HD Camcorders for TV 8 and draw orders on Cable TV Fund Account #27058110-642400 for payment.

_____

_____

_____

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

III

Res. No. _____ - 14 - 15. By Alderpersons Hammond, Belanger, Donohue and Kath. December 15, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase JVC Pro HD Camcorders for TV 8:

FROM	TO	AMOUNT
Cable TV Franchise Fund Unreserved Fund Balance 270-253000	Cable TV Franchise Fund Audio Visual Equipment 27058110-642400	$56,750

lies over

_____

_____

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. ____ - 14 - 15. By Alderperson Heidemann. December 15, 2014.

A RESOLUTION authorizing the acceptance of a conveyance of rights in land for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail (State ID 4996-01-58).

WHEREAS: The State of Wisconsin Dept. of Transportation will solicit bids for the project in March, 2015 and enter into contract in May, 2015 for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail;

RESOLVED: That the City is hereby authorized to accept the conveyance of rights in land for the Taylor Dr. (Kohler Memorial Dr. to Crocker Ave.) Pedestrian/Bike Trail.

Pub Wks.

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Document Number
CONVEYANCE OF RIGHTS IN LAND

Exempt from fee s.77.25(2r) Wis. Stats.
s.83.08(1) Wis. Stats.

City of Sheboygan, GRANTOR, for and in consideration of the sum of one dollar ($1.00) and other good and valuable consideration, grants and conveys any and all rights and interest which, by virtue of prior title, easement, license, or other legal devices, GRANTOR holds in the land described below to the County of Sheboygan, GRANTEE, for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said land; provided, however that GRANTOR reserves to itself the subordinate right to cross, traverse, or otherwise occupy said land with its present and future overhead or underground transmission lines, appurtenant facilities, and supporting structures in a manner consistent with the purposes of this conveyance and in a manner which will not interfere with normal highway maintenance and operation; provided, further, that the costs of any relocation or alteration, now or in the future, of the transmission lines, appurtenant facilities, or supporting structures when required by the GRANTEE for any reason, including accommodating future expanded or additional highway facilities on, over, under or across said land, will be paid by the GRANTEE; provided, however, that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the GRANTOR, will be defrayed by the GRANTOR.

This conveyance shall be binding on the GRANTOR, GRANTEE, and their respective successors and assigns.

Any person named in this conveyance may make an appeal from the amount of compensation within six months after the date of recording of this conveyance as set forth in s.32.05(2a) Wisconsin Statutes. For the purpose of any such appeal, the amount of compensation stated on the conveyance shall be treated as the award, and the date the conveyance is recorded shall be treated as the date of taking and the date of evaluation.

Other persons having an interest in record in the property:

This space is reserved for recording data

Return to
Aaron Brault
Sheboygan County
Administration Building
508 New York Avenue
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
90 and 94 of Transportation Project Plat 4996-01-58

Legal Description

Parcel 90 and 94 of Transportation Project Plat 4996-01-58 sheets 4.2

The undersigned certify that this instrument is executed pursuant to a resolution of the Board of Directors (or shareholders, stockholders, or members, if authorized by law) of GRANTOR corporation or cooperative.

Acknowledgment

(Grantor Name)

(Signature)

(Title)

(Print Name)

(Signature)

(Title)

(Print Name)

(Date)

State of)
) ss.
_____ County)

On the above date, this instrument was acknowledged before me by the named person(s).

(Signature, Notary Public)

(Print or Type Name, Notary Public)

(Date Commission Expires)

Utility or R/W Project ID 4996-01-58 This instrument was drafted by Donohue & Associates R/W Parcel No. 90 and 94

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. December 15, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 173-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, December 31, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0602 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.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

R. C. No. ____ - 14 - 15. By LAW AND LICENSING. December 15, 2014.

Your Committee to whom was referred, pursuant to R. O. No. 173-14-15 by the City Clerk, submitting license application for the period ending December 31, 2014, December 31, 2015 and June 30, 2016; recommends that Beverage Operator's License application #0370 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.

Reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. ____ - 14 - 15. By PUBLIC WORKS. December 15, 2014.

Your Committee to whom was referred R. O. No. 196-14-15 by the City Clerk submitting a communication from The Kohler Co. New Product Advisory Council requesting that the City's ordinance be changed to allow fermented malt beverages to be served at Fountain Park for the afternoon of August 20, 2015; recommends that the request be approved and to draft an ordinance to submit to Council.

_____ _____

_____ _____

_____ _____

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

IV

II

4.4

R. O. No. 196 - 14 - 15. By CITY CLERK. December 1, 2014.

Submitting a communication from Tiffany Rauwerdink, The Kohler Co. New Product Advisory Council requesting that the City's ordinance be changed to allow fermented malt beverages to be served at Fountain Park for the afternoon of August 20, 2015.

Pub Wks.

approve.

& draft ordinance

Susan Richards
City Clerk

II

444 Highland Drive, MS 083
Kohler, WI 53044
November 25, 2014

Sheboygan Common Council
828 Center Avenue, Suite 203
Sheboygan, WI 53081

Dear Sheboygan Common Council,

We are writing to request the city ordinance be changed to allow alcohol (fermented malt beverages only) to be served at Fountain Park for the afternoon of August 20, 2015.

Each year Kohler Co. hosts a day of recognition called NPD (New Product Development) Day. The day consists of an awards ceremony in the morning and an afternoon involving lunch and games. It is a day to celebrate the accomplishments of the prior 12 months and gives our hard working NPD community a chance to enjoy a much needed afternoon of camaraderie. This year we are planning to have the morning awards ceremony at The Stephanie Weill Center and the afternoon activities at Fountain Park. When booking Fountain Park we were told alcohol is not allowed at this particular park. In previous years we have beer available during the afternoon activities, and we would like to continue this tradition.

We are anticipating roughly 600 people to attend our 2015 NPD Day. NPD Day has never been held at Fountain Park, and we would like to introduce the NPD community to the downtown Sheboygan area. Many of our employees live outside of Sheboygan, and even those who live in Sheboygan aren't very familiar with the downtown area.

I urge you to vote in favor of changing the city ordinance to allow beer to be served at our NPD Day event on August 20, 2015.

Thank you for your thoughtful consideration of this matter.

Sincerely,
The Kohler Co. New Product Advisory Council (NPDAC)

VIII

R. C. No. ____ - 14 - 15. By FINANCE. December 15, 2014.

Your Committee to whom was referred Res. No. 109-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establishing appropriation for parking stall rentals for Library employees); recommends that the Resolution be passed.

Reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.11

Res. No. 109 14 - 15. By Alderperson Hammond. December 1, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establishing appropriation for parking stall rentals for Library employees:

FROM	TO	AMOUNT
Mead Public Fund Administration Regular Salaries 25551100-510110	Mead Public Fund Administration Car Allowance 25551100-527100	$15,000

Finance reg.

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

VIII

R. C. No. ____ - 14 - 15. By FINANCE. December 15, 2014.

Your Committee to whom was referred Res. No. 107-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establishing appropriation for purchase and demolition of 1002 Erie Ave.); recommends that the Resolution be passed.

reg.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

5.6

Res. No. 107 - 14 - 15. By Alderperson Hammond. December 1, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for purchase and demolition of 1002 Erie Ave.:

FROM	TO	AMOUNT
Home Rehab Grant Fund Unreserved Fund Balance 239-253000	Home Rehab Grant Fund Land acquisition 23961100-611100	$45,000

Finance

reg.

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. ____ - 14 - 15. By FINANCE. December 15, 2014.

Your Committee to whom was referred Res. No. 108-14-15 by Alderperson Hammond authorizing a transfer of appropriations in the 2014 Budget (establishing appropriation for Mead Library chiller replacement project); recommends that the Resolution be passed.

reg

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

XIII

III

5.10

Res. No. 108 - 14 - 15. By Alderperson Hammond. December 1, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2014 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2014 Budget for the purposes of:

Establishing appropriation for Mead Library chiller replacement project:

FROM	TO	AMOUNT
Mead Library Fund Unreserved Fund Balance 255-253000	Mead Library Fund Mechanical Equipment 25551150-641600	$111,300

Finance
reg

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

XI

4.1

R. O. No. 190 - 14 - 15. By CITY PLAN COMMISSION. December 1, 2014.

Your Commission to whom was referred Gen. Ord. No. 38-14-15 by Ald. Belanger relative to amending the text of the City of Sheboygan Official Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(4)(e); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, November 25, 2014, and after due consideration, recommends approval of the General Ordinance.

Lies over to Dec 15th

Director of Planning and Development

IV

X

4.1

Gen. Ord. No. 38 - 14 - 15. By Alderperson Belanger. November 24, 2014.

AN ORDINANCE amending the text of the City of Sheboygan Official Zoning Ordinance in Section 15.206 Detailed Land Use Descriptions and Regulations so as to amend Section 15.206(4)(e).

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

Section 1. Section 15.206(4)(e)of the Sheboygan Official Zoning Ordinance, Indoor Maintenance Service, is hereby amended in the description portion to read as follows:

"Description: Indoor maintenance services include all land uses which perform maintenance and repair services (including engine and/or vehicle repair and maintenance) and contain all operations (except loading and/or vehicle storage) entirely within an enclosed building."

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

City Plan

John Belanger

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

X

5.2

Res. No. 104 - 14 - 15. By Alderperson Hammond, Belanger, Carlson, Donohue and Kath. December 1, 2014.

A RESOLUTION to authorize a transfer of appropriations in the 2015 Budget.

RESOLVED: That the Finance Director be and is hereby authorized and directed to make the following transfers of appropriations in the 2015 Budget for the purposes of:

Establishing appropriation for Temporary Part Time Code Enforcement Officer position in the City Development Department for two years:

FROM	TO	AMOUNT
General Fund Mayor Regular Salaries 10112100-510110	General Fund Building Inspection Temporary Salaries 10123100-510130	$50,000

Lies over.

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Other Matters

8.1

II

R. O. No. _____ - 14 - 15. By CITY CLERK. December 15, 2014.

Submitting various license applications for the period ending December 31, 2015 and June 30, 2016.

Law & Lic

Susan Richards
City Clerk

BEVERAGE OPERATOR'S LICENSE (June 30, 2016)

No.	Name	Address
0631	Abraham, Kaitlin R.	1834 Geele Ave.
0637	Brousseau, Curtis M.	2011 Weimann Ave.
0640	Dickie, Samantha J.	1910 N. 12th St.
0634	Ensor, Lauren A.	4019 Pine Bluff Dr.
0628	Gilbert, Paul E.	1308 S. 9th St.
0639	Hening, Heather F.	928 Georgia Ave.
6571	Hocking, Sarah J.	1101 Swift Ave.
0632	Johnson, Ashley A.	1031A S. 21st St., Manitowoc
0630	Kelly, Devin P.	1506 Parkwood Blvd.
0635	Millin, Ben K.	615 Bluff Ave.
0633	Mohr, Katie R.	319 5th St., Sheb. Falls
8279	Stolpa, Alecia M.	915 Georgia Ave.
0629	Urbina, Rebecca L.	1323 Jefferson Ave.
0638	Wildman, Michelle T.	1814 N. 10th St.

MASSAGE ESTABLISHMENT LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2441	Darling Therapies	604 Erie Ave.
2496	Salus Face and Body Studio	1327 N. 8th St.

TAXICAB BUSINESS LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
2572	Lakeshore Transportation LLC	426B Factory St., Plymouth

II

TAXICAB DRIVER LICENSE (NEW) (December 31, 2015)

No.	Name	Address
0636	Jackson, Grayling M.	1949 N. 11th St.

TAXICAB DRIVER LICENSE (RENEW) (December 31, 2015)

No.	Name	Address
7543	Boushley, Kathy J.	1512 S. 21st St.
9955	Dippel, Robert B.	115 Red Tail Dr., Sheb. Falls
0331	Williams, Kendrick L.	3647 S. 12th St.

III

Other Matters

8.2

Res. No. _____ - 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the City of Sheboygan to enter into a contract for engineering services and project management services for Fiber Optic Network.

WHEREAS, the City has joined with Sheboygan County and the Sheboygan Area School District to construct a shared fiber network infrastructure to service the three municipal entities , and

WHEREAS, the City/County Shared Services Committee has oversight for the project and recommends Multimedia Communications & Engineering, Inc., for the Engineering Services and Project Management Services.

NOW THEREFORE BE IT RESOLVED: That the City of Sheboygan is hereby authorized to enter into contract with Multimedia Communications & Engineering Inc for providing engineering services and project management services for Fiber Optic Network at a cost of $77,812.80.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw orders on the Capital Projects Fund Account No. 47217100-642200 in payment of same.

Finance

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

III

Other Matters

8.3

Res. No. ____- 14 - 15. By Alderperson Hammond. December 15, 2014.

A RESOLUTION authorizing the appropriate city officials to accept an offer to purchase the Armory Building and a portion of the Armory parcel.

RESOLVED: That the appropriate City officials are hereby authorized to accept, as Seller, the offer to purchase the Armory parcel, except the west 240.83 feet thereof, along with the Armory Building, as more fully set forth in the attached Offer to Purchase.

_____

Finance

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Approved by the Wisconsin Real Estate Examining Board
03-1-12 (Optional Use Date) 07-1-12 (Mandatory Use Date)

WB-15 COMMERCIAL OFFER TO PURCHASE

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

GENERAL PROVISIONS The Buyer, Sailing Education Association of Sheboygan, Inc. (SEAS), a non-stock corporation _____, offers to purchase the Property known as [Street Address] 516 Broughton Drive (the Sheboygan Armory Parcel), except the West 240.83 feet thereof, more or less in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479), on the following terms:

■ PURCHASE PRICE: One and 00/100 _____ Dollars ($ 1.00).

■ EARNEST MONEY of $ N/A accompanies this Offer and earnest money of $ _____ will be mailed, or commercially or personally delivered within _____ days of acceptance to listing broker or _____.

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items: The Armory Building situated primarily on the Property but also on the adjacent property to the west that is not being sold as part of this offer. _____.

All personal property included in purchase price will be transferred by bill of sale or _____.

■ NOT INCLUDED IN PURCHASE PRICE: _____.

CAUTION: Identify trade fixtures owned by tenant, if applicable, and Fixtures that are on the Property (see lines 303-310) to be excluded by Seller or which are rented and will continue to be owned by the lessor.

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

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before January 6, 2015. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 37-54.

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

Seller's recipient for delivery (optional): _____

Buyer's recipient for delivery (optional): _____

[ ] (2) Fax: fax transmission of the document or written notice to the following telephone number:

Seller: (____) _____ Buyer: (____) _____

[X] (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

[X] (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

Delivery address for Seller: 828 Center Avenue, Suite 104, Sheboygan, WI 53081

Delivery address for Buyer: 630 Riverfront Drive, Suite 230, Sheboygan, WI 53081

[X] (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 53 or 54. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): chad.pelishek@sheboyganwi.gov

E-Mail address for Buyer (optional): ezufelt@windway.com

PERSONAL DELIVERY/ACTUAL RECEIPT Personal delivery to, or Actual Receipt by, any named Buyer or Seller constitutes personal delivery to, or Actual Receipt by, all Buyers or Sellers.

~~PROPERTY CONDITION REPRESENTATIONS~~ ~~Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (lines 181-215) other than those identified in Seller's disclosure report dated _____ and Real Estate Condition Report, if applicable, dated _____, which was/were received by Buyer prior to Buyer signing this Offer and which is/are made a part of this offer by reference~~ COMPLETE DATES OR STRIKE AS APPLICABLE ~~and _____ _____~~ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE OR CONDITION REPORT(S).

CAUTION: If the Property includes 1-4 ~~dwelling units~~, a Real Estate Condition Report containing the disclosures provided in Wis. Stat. § 709.03 may be required. ~~Excluded from~~ this requirement are sales of property that has never been inhabited, sales exempt from the real estate ~~transfer fee,~~ and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied ~~the Property). Buyer may have rescission rights per Wis. Stat. § 709.05.~~

CLOSING This transaction is to be closed no later than February 1, 2015 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

~~☐ Sale price, multiplied by the municipality area-wide percent of fair market value used by the assessor in the prior year, or current year if known, multiplied by current mill rate (current means as of the date of closing)~~

~~☐ _____.~~

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES SEE ATTACHED EXHIBIT "A"

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

_____ [insert proposed use and type and size of building, if applicable; e.g. restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 116 to 118.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____ or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.

☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.

☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____ _____ CHECK ALL THAT APPLY, for the Property for its proposed use described at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.

☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres, maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, and: _____ _____. STRIKE AND COMPLETE AS APPLICABLE Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.

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

This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and void.

☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE

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

☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with representations made prior to and in this Offer.

☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear of all liens, other than liens to be released prior to or at closing.

☐ Rent roll.

☐ Other _____

_____.

Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment notices.

All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals and any reproductions) to Seller if this Offer is terminated.

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

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

DEFINITIONS

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

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

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

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

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

(Definitions Continued on page 6)

IF LINE 228 IS NOT MARKED OR IS MARKED N/A LINES 264-269 APPLY.

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

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

☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.

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

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

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

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

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

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES _____

DEFINITIONS CONTINUED FROM PAGE 4

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

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

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

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

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

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

EARNEST MONEY

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

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

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

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

340 TITLE EVIDENCE

341 ■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if**
342 **Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein)** free and clear of all liens and
343 encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility
344 and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed
345 in Seller's disclosure report, and Real Estate Condition Report, if applicable, and in this Offer, general taxes levied in the year of closing and
346 _____
347 _____
348 _____ which constitutes merchantable title for purposes of this transaction. Seller shall complete and execute the documents
349 necessary to record the conveyance at Seller's cost and pay the Wisconsin Real Estate Transfer Fee.

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

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

356 ■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at ~~(Seller's)~~ (Buyer's) STRIKE ONE ("Seller's" if
357 neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance
358 commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue
359 the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for
360 closing (see lines 365-371).

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

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

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

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

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

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

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

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

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

If Buyer defaults, Seller may:

(1) sue for specific performance and request the earnest money as partial payment of the purchase price; or

(2) terminate the Offer and have the option to: (a) request the earnest money as liquidated damages; or (b) sue for actual damages.

If Seller defaults, Buyer may:

(1) sue for specific performance; or

(2) terminate the Offer and request the return of the earnest money, sue for actual damages, or both.

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

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

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

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

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

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

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

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

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

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

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

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

450 [ ] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of _____
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.
461 ■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).
464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
465 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.
471 [ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.
479 [X] **ADDENDA:** The attached Property Description and Site Plan is/are made part of this Offer.
480 This Offer was drafted by [Licensee and Firm] City Attorney Stephen G. McLean
481 _____ on _____
482 Buyer Entity Name (if any): Sailing Education of Association, Inc.
483 (X) Leslie P Kohler 12/15/14
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
485 (X) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ► Date ▲
487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By) _____
489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
492 Seller Entity Name (if any): City of Sheboygan
493 (X) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ► Michael J. Vandersteen, Mayor Date ▲
495 (X) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ► Susan Richards, City Clerk Date ▲
497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.
499 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

EXHIBIT "A"

ADDITIONAL PROVISIONS/CONTINGENCIES

A) At closing, Buyer will purchase the entire Municipal Armory Building. Seller will grant Buyer a temporary limited easement over Seller's remaining parcel for building demolition and site restoration work, said easement to expire upon completion of demolition and site work but not later than June 1, 2015. Seller to grant Buyer a permanent easement over the east 26 feet of the West portion of the Block for ingress and egress to parking stalls on the west side of the new building.

B) Buyer's Armory Building demolition and site restoration work to be completed by no later than June 1, 2015: The building shall have its foundation walls, footings, basement floors, concrete slabs and concrete walls removed from the site and disposed of in a proper manner or ground into granular fill and returned. The site shall be backfilled to existing grades with unclassified fill (clay, gravel, sand, free from peat, wood, large stones, boulders, roots, cinders, trash, and other objectionable material). The existing grades shall be defined as a finished height equal to that of the finished grade of the area immediately adjoining the existing Armory Building.

C) Buyer to develop the Property as the home for SEAS containing office space, classroom facility, boat storage and repair space.

D) Construction of the new building to commence on or before April 1, 2016. Upon Buyer's failure to commence construction by said date, the Property shall revert back to the Seller.

E) Buyer's building structure to be no higher than 20 feet above grade, with the exception of the boat repair portion on the north side of the building which shall be no higher than 25 feet high.

F) Seller to abate all asbestos, lead paint and lead from former shooting range from the Armory Building on or before closing.

G) Closing to be contingent upon Buyer obtaining demolition permit from City's Building Inspection Department.

H) Indemnification.

Seller hereby indemnifies, defends and holds the Buyer harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Buyer in connection with any of the following: (A) the presence of any petroleum products or hazardous materials or Hazardous Substances on the Property, which products or materials or substances were present on the Property on the date of closing; and (B) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any release of petroleum products or hazardous materials or Hazardous Substances as described in clause (A) above. Notwithstanding the foregoing, the Seller shall not be liable for any claims, liabilities or demands arising from any acts or omissions on the part of the Buyer, or Buyer's Affiliates, or any of their other members, or any of their contractors, subcontractors, agents, employees or invitees.

Buyer hereby indemnifies, defends and holds the Seller harmless from and against all loss, liability, damage and expense, including attorneys' fees, suffered or incurred by the Seller in connection with any of the following: (a) the failure of Buyer, or their contractors, subcontractors, agents, employees or invitees to comply with any environmental law, rule, regulation or ordinance, or any order of any regulatory or administrative authority with respect thereto; (b) any release by Buyer or their contractors, subcontractors, agents, employees or invitees of petroleum products or hazardous materials or Hazardous Substances on the Property, which products or materials or substances were not present at, under or on the Property on the date of closing; and (c) any and all damage to natural resources or real property or harm or injury to persons resulting or alleged to have resulted from any failure by the Buyer and/or their contractors, subcontractors and/or agents to comply with any law, rule, regulation or ordinance or any release of petroleum products or hazardous materials or Hazardous Substances as described in clauses (a) and (b) above. Notwithstanding the foregoing, the Buyer shall not be liable for any claims, liabilities or demands arising from any acts or omissions on the part of the Seller or their contractors, subcontractors, agents, or employees.

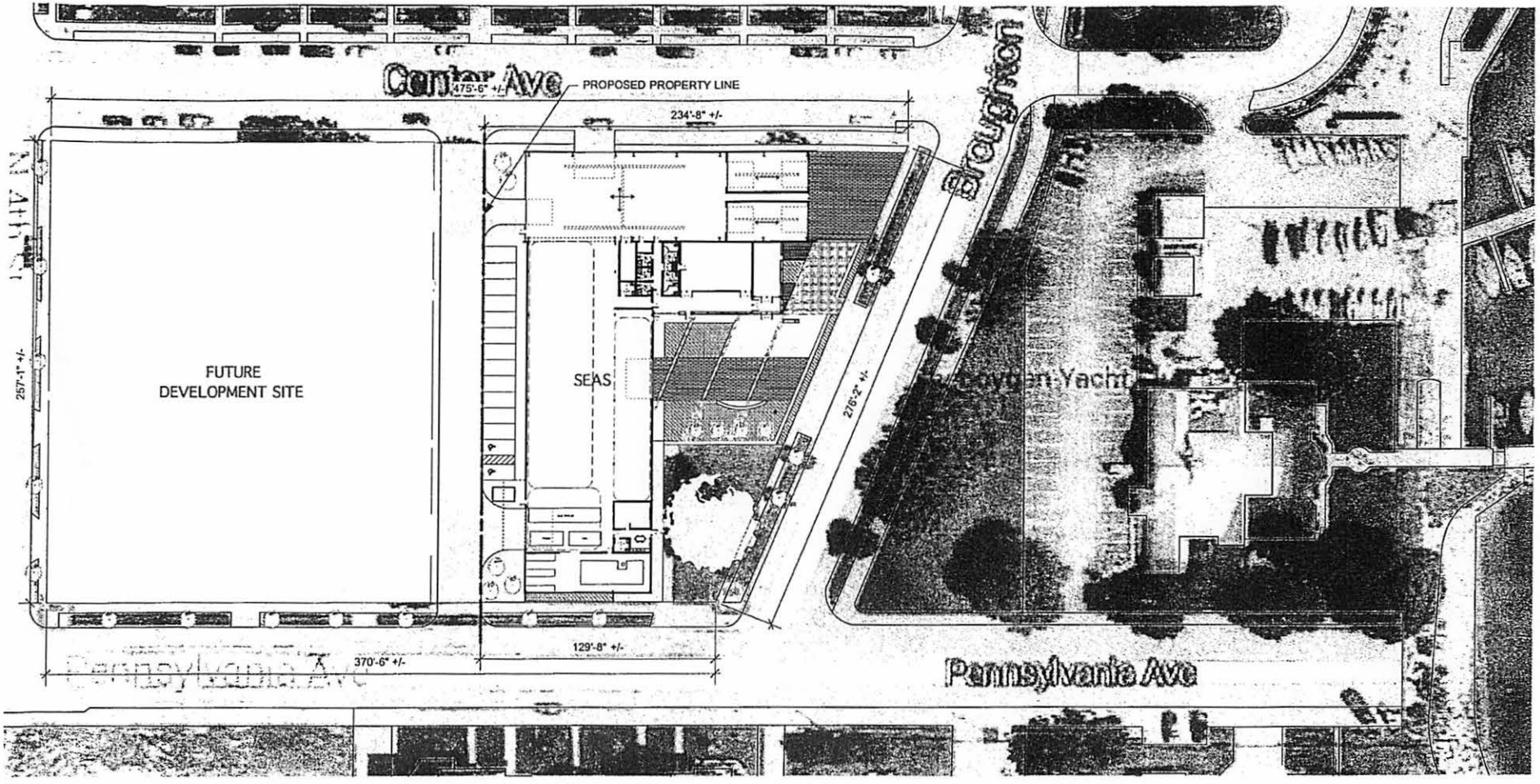
The term "Hazardous Substances" means any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation, any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under any applicable federal, state or local laws or regulations.

PROPERTY DESCRIPTION

Section 23, Town 15 North, Range 23 East, Sheboygan County, Wisconsin:

That tract of land bounded as follows: On the north by Center Avenue, on the east by Broughton Drive, on the south by Pennsylvania Avenue, and on the west by North 4th Street;

with the exception of the West 240.83 feet, more or less, thereof, as shown on the attached site plan drawing.



TK WA
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SAILING EDUCATION ASSOCIATION OF SHEBOYGAN

SITE PLAN | 1" = 50'

December 8, 2014

TKWA PROJECT | 206514

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