

*****ATTACHMENTS*****

CITY OF SHEBOYGAN
ELEVENTH REGULAR COMMON COUNCIL MEETING
Tuesday, September 7, 2021

ALDERPERSONS PRESENT:

Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

ALDERPERSON EXCUSED:

Barbara Felde - 1.

Meeting called to order at 6:00 PM

1. OPENING OF MEETING

1.1 ROLL CALL

1.2 PLEDGE OF ALLEGIANCE

1.3 APPROVAL OF MINUTES - 10th Regular Council meeting held on August 16, 2021

MOTION TO APPROVE MINUTES

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

1.4 ANNOUNCEMENT OF BOARD OF WATER COMMISSIONERS ELECTION TO BE HELD SEPTEMBER 20, 2021 (TERM BEGINNING OCTOBER 1, 2021)

1.5 MAYORAL APPOINTMENTS - Dave Aldag to the Architectural Review Board. Lays over.

1.6 COUNCIL RULES - Adopting amended rules regarding the location and availability of meetings

MOTION TO ADOPT

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

1.7 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. Michael Ogea spoke.

1.8 MAYOR'S ANNOUNCEMENTS - UPCOMING COMMUNITY EVENTS, PROCLAMATIONS, EMPLOYEE RECOGNITIONS

2. HEARINGS

2.1 Hearing No. 4-21-22. Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described lands from Class Central Mixed Use to Class Multi-family Residential Classification. Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350.

No one spoke.

MOTION TO CLOSE THE HEARING

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.2 Hearing No. 5-21-22. Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described lands from Class Neighborhood Preservation to Class Multi-family Residential Classification. Property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230.

No one spoke.

MOTION TO CLOSE THE HEARING

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.3 Hearing No. 6-21-22. Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described lands from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification. Property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240.

Tyler Sheeran spoke.

MOTION TO CLOSE THE HEARING

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

2.4 Hearing No. 7-21-22. Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described lands from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification. Property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230.

No one spoke.

MOTION TO CLOSE THE HEARING

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3. CONSENT

3.1 MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES

Resolution: MOTION TO RECEIVE AND FILE ALL RO'S, RECEIVE ALL RC'S AND ADOPT ALL RESOLUTIONS AND ORDINANCES

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.2 R. O. No. 72-21-22 by City Clerk submitting a communication from the Public Service Commission of Wisconsin regarding application of American Transmission Company, LLC, as an Electric Public Utility, for a

Certificate of Public Convenience and Necessity to Construct a New 138 kV Transmission Line from the Howards Grove Substation to the Erdman Substation located in Sheboygan County, Wisconsin.

Resolution: MOTION TO RECEIVE AND FILE

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.3 R. O. No. 73-21-22 by City Clerk submitting a communication from the Public Service Commission of Wisconsin regarding application of City of Sheboygan, Sheboygan County, Wisconsin as a Water Public Utility, for Authority to Adjust Water Rates.

Resolution: MOTION TO RECEIVE AND FILE

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.4 R. O. No. 74-21-22 by City Clerk submitting a communication from the Public Service Commission of Wisconsin regarding application of City of Sheboygan, as a Water Public Utility, for Authority to Construct a Raw Water Intake Pipeline, Shore Well and Pumping Station, in the City of Sheboygan, Sheboygan County, Wisconsin.

Resolution: MOTION TO RECEIVE AND FILE

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.5 R. O. No. 75-21-22 by Transit Commission to whom was referred Res. No. 44-21-22 by Alderpersons Dekker, Felde, and Mitchell authorizing the filing of an application with the Wisconsin Department of Transportation and authorizing the executing of the contract pertaining to grants for calendar year 2022, under Federal Mass Transit Operating Assistance program, 49 U.S.C. 5307, and State Urban Mass Transit Operating Assistance program, Wis. Stat. §§ 85.20 and 85.205, as amended; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. O. AND ADOPT THE RESOLUTION

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.6 R. C. No. 88-21-22 by Licensing, Hearings, And Public Safety Committee to whom was referred R. O. No. 70-21-22 by City Clerk submitting a communication from Dolcye Johnson regarding the Fire Department's ambulance service for 2020; recommends filing the document.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.7 R. C. No. 89-21-22 by Public Works Committee to whom was referred Res. No. 43-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan Area School District; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.8 R. C. No. 90-21-22 by Public Works Committee to whom was referred Res. No. 47-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept a grant from the Sheboygan County Stewardship Fund and a grant from Restoration of Our Trees Sheboygan for Emerald Ash Borer Mitigation; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

3.9 R. C. No. 91-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 21-21-22 by Alderpersons Dekker and Perrella creating parking limits so as to add a two-hour parking limit between 8:00 a.m. and 5:00 p.m. Monday through Saturday for four parking stalls in South Pier Parking Lot A; recommends adopting the Ordinance.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

4. REPORT OF OFFICERS

4.1 R. O. No. 76-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 18-21-22 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends adopting the Ordinance. LAYS OVER

4.2 R. O. No. 77-21-22 by City Plan Commission to whom was referred R. O. No. 64-21-22 and Gen. Ord. No. 19-21-22 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends filing the R. O. and adopting the Ordinance. LAYS OVER

4.3 R. O. No. 78-21-22 by City Clerk submitting a claim from Jacob O. Smith for alleged damages to his vehicle when he drove on a roadway that was missing pavement on North 6th Street. REFER TO FINANCE AND PERSONNEL COMMITTEE

4.4 R. O. No. 79-21-22 by City Clerk submitting a Summons and Complaint in the matter of Washington School Apartments, LLC vs. City of Sheboygan. REFER TO FINANCE AND PERSONNEL COMMITTEE

5. RESOLUTIONS

5.1 Res. No. 49-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing retaining outside counsel to represent the City in the matter of Washington School Apartments, LLC v. City of Sheboygan, and authorizing payment for said services.

MOTION TO SUSPEND THE RULES AND ADOPT THE RESOLUTION

Motion by Trey Mitchell, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

5.2 Res. No. 50-21-22 by Alderpersons Felde and Michell approving an amendment to the project plan of Tax Incremental District No. 18, City of Sheboygan, Wisconsin. REFER TO CITY PLAN COMMISSION

5.3 Res. No. 51-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP for Strategic Plan Consulting, authorizing the City Administrator to enter into future scope appendices with Baker Tilly, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget. REFER TO FINANCE AND PERSONNEL COMMITTEE

5.4 Res. No. 52-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC. REFER TO FINANCE AND PERSONNEL COMMITTEE

5.5 Res. No. 53-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA. REFER TO PUBLIC WORKS COMMITTEE

5.6 Res. No. 54-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park. REFER TO PUBLIC WORKS COMMITTEE

5.7 Res. No. 55-21-22 by Alderpersons Dekker and Perrella authorizing the Purchasing Agent to issue a purchase order to Industrial Marketing & Consulting for the purchase of a replacement street sweeper for the Public Works Department. REFER TO PUBLIC WORKS COMMITTEE

6. REPORT OF COMMITTEES

6.1 R. C. No. 92-21-22 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 24-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Permanent Easement, Underground Utility Easements, and a Temporary Easement between the City of Sheboygan and its Board of Water Commissioners, that are specific to the new Raw Water Improvements Project; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Dean Dekker, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

6.2 R. C. No. 93-21-22 by Finance and Personnel Committee to whom was referred Res. No. 46-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute a Services Agreement between the City of Sheboygan and Municipal Code Corporation regarding meeting and agenda management; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Trey Mitchell, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

6.3 R. C. No. 94-21-22 by Public Works Committee to whom was referred Res. No. 48-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Tweet/Garot Mechanical, Inc. for the construction of improvements to the HVAC System at the Waste Water Treatment

Plant, and to make related expenditures; recommends adopting the Resolution.

MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION

Motion by Dean Dekker, second by Grazia Perrella.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

6.4 R. C. No. 95-21-22 by Licensing, Hearings, And Public Safety Committee to whom was referred R. O. No. 71-21-22 by City Clerk submitting a communication from Toni Becker to raise awareness of wide-spread "unrestrained dog" issues in the City; recommends referring the document to the Pet-Friendly Task Group.
REFER TO PET-FRIENDLY TASK GROUP

7. GENERAL ORDINANCES

7.1 Gen. Ord. No. 22-21-22 by Alderpersons Felde and Mitchell annexing territory owned by the City to the City of Sheboygan, Wisconsin. REFER TO CITY PLAN COMMISSION

7.2 Gen. Ord. No. 23-21-22 by Alderpersons Felde, Ackley, and Dekker amending Section 118-447 of the Municipal Code so as to clarify the parallel procedures used in Sections 118-133 (related to parking tickets) and Section 118-447 (related to bicycle tickets.) REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

8. MATTERS LAID OVER

8.1 R. O. No. 60-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 14-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 from Class Central Mixed Use to Class Multi-family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion by Grazia Perrella, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

8.2 R. O. No. 61-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 15-21-22 by Alderperson Perrella amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located off of the corner of S. 14th Street and Illinois Avenue - Parcel #59281506260, Parcel #59281506240, and Parcel #59281506230 from Class Neighborhood Preservation to Class Multi-family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion by Grazia Perrella, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

8.3 R. O. No. 62-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 16-21-22 by Alderperson Perrella and R. O. No. 54-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street and Illinois Avenue - Parcel #59281506260 and Parcel #59281506240 from Class Urban Commercial (UC) to Class Urban Residential (UR-12) Classification; wishes to report this matter was

discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion by Grazia Perrella, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

8.4 R. O. No. 63-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 17-21-22 by Alderperson Perrella and R. O. No. 55-21-22 by City Clerk amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for property located off of S. 14th Street between Illinois Avenue and Indiana Avenue - Parcel #59281506350 and Parcel #59281506230 from Class Urban Industrial (UI) to Class Urban Residential (UR-12) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 10, 2021, and after due consideration, recommends adopting the Ordinance and filing the R. O.

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE

Motion by Grazia Perrella, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

9. OTHER MATTERS AUTHORIZED BY LAW

9.1 R. O. No. 80-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

9.2 Res. No. 56-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to accept the necessary permanent and temporary easements for the City to construct a sidewalk on the northside of Union Avenue. REFER TO PUBLIC WORKS COMMITTEE

10. CLOSED SESSION

10.1 MOTION TO CONVENE IN CLOSED SESSION under the exemption provided in Sec. 19.85(1)(e), Wis. Stats., where competitive or bargaining reasons require a closed session related to a possible development incentive for the project known as S2A Modular in the SouthPointe Enterprise Campus and for the purpose of negotiating with one or more property owners regarding the potential purchase of land on the City's southern border for residential housing.

MOTION TO CONVENE IN CLOSED SESSION

Motion by Roberta Filicky-Peneski, second by Dean Dekker.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

11. ADJOURN MEETING

11.1 Motion to Adjourn

MOTION TO ADJOURN AT 7:48 PM

Motion by Roberta Filicky-Peneski, second by Markus Savaglio.

Final Resolution: Motion Passes

Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 9.

Dear President Felde, Mayor Sorenson, and Council Members,

My name is Richard Dale, and I am respectfully submitting my name to serve as a member on the Sheboygan Board of Waterworks Commissioners. I have resided in the City of Sheboygan for 33 years and raised my family here.

I graduated from the University of Wisconsin–Madison, and I am a retired Civil Engineer. I worked for 12 years at two private engineering consulting firms and then worked for 21 years as Distribution Supervisor with the Sheboygan Water Utility. I enjoyed working with the Water Utility and with the City of Sheboygan staff while I was there.

I have over 35 years of experience as a Civil Engineer and in the field of land surveying.

The opportunity to serve on the Board appeals to my continuing interest in the Water Utility and the development of our community. I am excited about the upcoming Raw Water Improvements project, and in the maintenance and replacement of critical water infrastructure. I realize it is important to make prudent investment in the water system while also maintaining economical water rates.

My overall civil engineering and municipal experience would be assets to the Board of Waterworks Commissioners, and I would be honored to serve the community in this way.

I appreciate your consideration of me for this position.

Sincerely,

Richard Dale
920-457-1365
3811 N. 12th Street
Sheboygan, WI 53083
rdale5@charter.net



September 15, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

SENIOR ACTIVITY CENTER COMMISSION

NAME	TERM START	EXPIRES
Natasha Torry	04/20/2021	04/15/2024

RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Sorenson, Ryan

From: Rendall-Araujo, Emily
Sent: Wednesday, September 15, 2021 1:33 PM
To: Sorenson, Ryan
Cc: Rich Miesfeld
Subject: Natasha Torry for Senior Activity Center Commission

Hello,

Please nominate Natasha Torry for the Senior Activity Center Commission. Our next meeting will be held in November.

Thank you!
Emily

Emily Rendall-Araujo, CFRE
Director of Senior Services
(she/her/hers)



Uptown Social
SHEBOYGAN'S HUB FOR
ACTIVE SENIORS

Uptown Social
Programs: 1103 Mead Avenue, Sheboygan
Mailing: 828 Center Avenue, Suite 300
Sheboygan, WI 53081
920-459-3421

[See what's new at Uptown Social!](#)



August 31, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

ARCHITECTURAL REVIEW BOARD

NAME	TERM START	EXPIRES
Dave Aldag	04/21/2020	04/17/2023

RYAN SORENSON, MAYOR

Approved

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

Com. No. - 21 - 22. September 20, 2021.

Submitting a communication from Alderperson Bohren regarding a claim filed against the City by Peter Reichelsdorfer for alleged damages to his vehicle when it was struck by a falling tree limb.

Presented to the Common Council by Alderperson _____.
Bohren

From: Pete Reichelsdorfer <arktos1@outlook.com>
Date: September 15, 2021 at 11:28:40 AM CDT
To: Alderperson Jim Bohren <Jim.Bohren@sheboyganwi.gov>
Subject: claim

Hello Jim

Sent three photos

1. rain storm Friday Aug , 6 , 2021. Tree branch resting on auto.
2. damage to auto. Saturday Aug. 7, 2021.
3. tree. Saturday Aug. 7, 2021.

Chronology

August 6.

Looked out front door during rain, picture 1. Not much wind. Called DPW after rain stopped to report. Asked if any damage, replied No as none was visible. Branch too heavy for me to move.

August 6-7

Overnight branch removed.

August 7

Inspected auto. Damage reveled. Picture 2.

Photo, Picture 3, taken showing the dead branches on the upper south side of the tree. Not shown are a whole series of woodpecker holes just above the lower leaved branch where the fallen branch was located.

Also shown is the empty space between drive ways and space beyond where two identical trees were removed for the woodpecker damage. Likewise, immediately across the street, similar Linden tree was removed.

August 9 or 10

Temporary DPW no parking signs appeared in front of my house, 1424 Castle.

August 9-12

Obtained quotes and claim form .

August 12

Tree removed by DPW crew and machinery. Total time approx 1 ½ hours from start to clean street and removal of signs.

August 13

Filed claim with City Clerk. Also filed picture 1 via email.

September 10

Rec'd letter from City Attorney dated September 7 denying claim . no reason provided.

September 13

Per our discussion, the tree was trimmed by the DPW in July 2020 and deemed healthy. My recollection the reason for the trimming the lower branches was to provide a sight line to the stop sign. See picture 3.

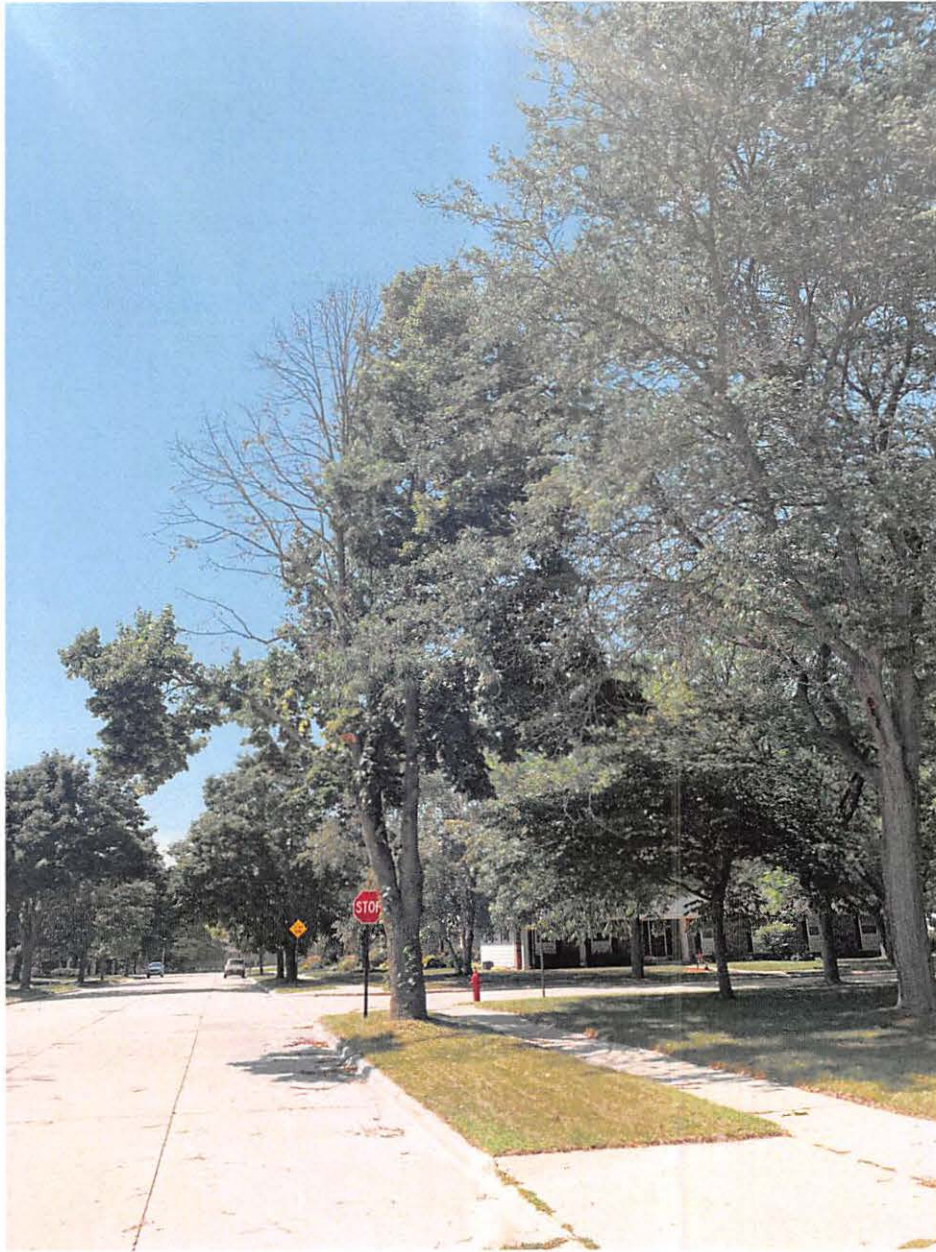
Contact with the City Forester might be helpful.

Thanks so much for your help.

Pete







Hearing No. - 21 - 22. September 20, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of the following described property Class Institutional and Community Facilities to Class Two-Family Residential Classification:

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3,4,5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

All interested persons will now be heard.

Publish - September 3 and September 10, 2021.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN
FUTURE LAND USE MAP OF THE CITY'S COMPREHENSIVE PLAN

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 20, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Institutional and Community Facilities to Class Two-Family Residential Classification.

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE $\frac{1}{4}$ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3,4,5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

MEREDITH DEBRUIN
City Clerk

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE STE 110
SHEBOYGAN WI 53081-4442

<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0004877164	\$41.13	\$0.00	\$41.13	Credit Card	\$0.00	\$41.13
Sales Rep: MMcDonagh		Order Taker: MMcDonagh		Order Created		08/19/2021	
<u>Product</u>	<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>				
GWM-SHE-Sheboygan Press	2	09/03/2021	09/10/2021				
GWM-SHEW-Sheboygan Press Digital	28	09/03/2021	09/30/2021				

* ALL TRANSACTIONS CONSIDERED PAID IN FULL UPON CLEARANCE OF FINANCIAL INSTITUTION

Text of Ad: 08/19/2021

NOTICE OF PUBLIC HEARING ON
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SHEBOYGAN
FUTURE LAND USE MAP OF THE CIT-
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Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870.

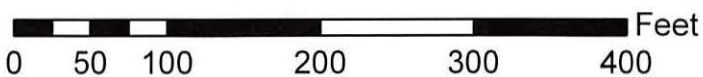
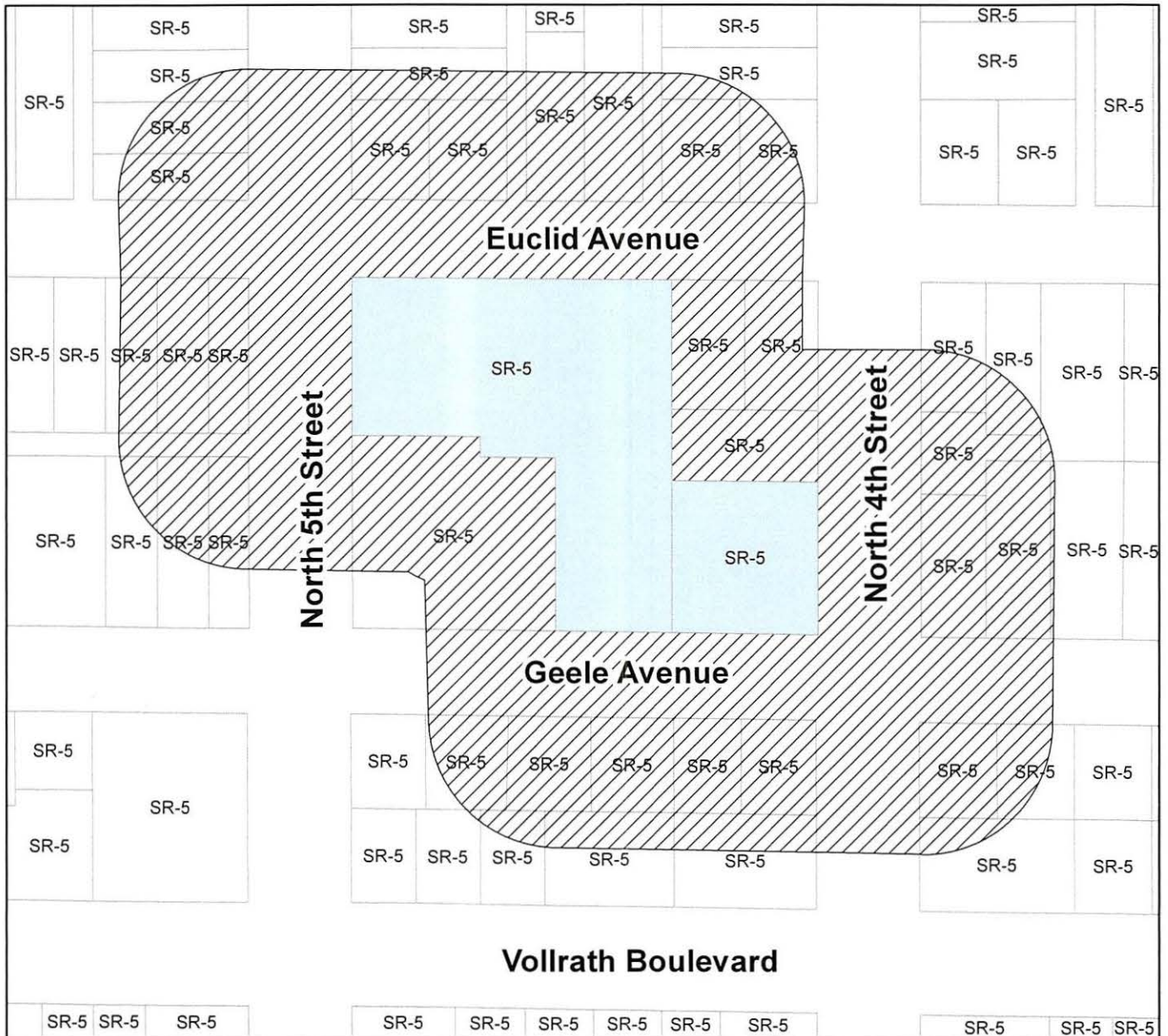
NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3,4,5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

MEREDITH DEBRUIN
City Clerk
Run: September 3, 10, 2021 WNAXLP

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM INSTITUTIONAL AND COMMUNITY FACILITIES TO TWO-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90'
OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

September 10, 2021

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan at 6:00 P.M., September 20, 2021, in the Council Chambers of City Hall, 828 Center Avenue. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Institutional and Community Facilities to Class Two-Family Residential Classification:

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3,4,5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

If you have questions, please direct your inquiries to the DEPARTMENT OF CITY DEVELOPMENT AT 459-3377.

Sincerely,

MEREDITH DEBRUIN, City Clerk

Parcel Identification		First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
59281004950	336 GEELE AVE	HARMS, STEVEN J	336 GEELE AVE	SHEBOYGAN	WI	53083	5060
59281004870		SHEB CHRISTIAN SCHOOL	418 GEELE AVE	SHEBOYGAN	WI	53083	5062
59281004810	502 GEELE AVE	SPRINGS HOMES LLC	2221 LINCOLN AVE	TWO RIVERS	WI	54241	2427
59281013290	506 GEELE AVE	EWCO INC	4902 N 18TH ST	SHEBOYGAN	WI	53083	2156
59281013280	512 GEELE AVE	RAYMAKERS, PATRICK J	512 GEELE AVE	SHEBOYGAN	WI	53083	5064
59281004940	2215 N 4TH ST	SYLVESTER, DANIEL	2215 N 4TH ST	SHEBOYGAN	WI	53083	5013
59281004930	333 EUCLID AVE	TOERPE, JERRY L	333 EUCLID AVE	SHEBOYGAN	WI	53083	5055
59281004830	2222 N 4TH ST	DANIELS, JONATHAN A	2222 N 4TH ST	SHEBOYGAN	WI	53083	5012
59281004840	407 EUCLID AVE	THE MASTER REMODEL LLC	6325 S 18TH ST	SHEBOYGAN	WI	53081	9407
59281004820	501 EUCLID AVE	HANSON, DAVID J	501 EUCLID AVE	SHEBOYGAN	WI	53083	5059
59281013160	503 EUCLID AVE	MARING, NANCY M	503 EUCLID AVE	SHEBOYGAN	WI	53083	5059
59281013170	507 EUCLID AVE	BECKMAN, KI J.L.	507 EUCLID AVE	SHEBOYGAN	WI	53083	5059
59281008290	504 EUCLID AVE	SOUTHAM, HENRY DOUGLAS	5810 S WILLAMETTE LN	SPOKANE	WA	99223	1669
59281008280	2306 N 5TH ST	SCHALLOCK, GARY W	2306 N 5TH ST	SHEBOYGAN	WI	53083	5022
59281008270	2312 N 5TH ST	WASSINK, JACOB R	2312 N 5TH ST	SHEBOYGAN	WI	53083	5022
59281008500	422 EUCLID AVE	ZELPE, SAMUEL	422 EUCLID AVE	SHEBOYGAN	WI	53083	5056
59281008520	434 EUCLID AVE	MUELLER, JEFFREY A	434 EUCLID AVE	SHEBOYGAN	WI	53083	5056
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59281008530	2311 N 5TH ST	HANLON, ROBERT H	2311 N 5TH ST	SHEBOYGAN	WI	53083	5023
59281008460	2312 N 4TH ST	LINN, WILLIAM N	2312 N 4TH ST	SHEBOYGAN	WI	53083	5014
59281008490	416 EUCLID AVE	BERGE, PAUL L	N4899 SILVER SPRING LN	PLYMOUTH	WI	53073	4504
59281004880	2216 N 4TH ST	SPRANGERS, MICHAEL R	2216 N 4TH ST	SHEBOYGAN	WI	53083	5012
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59281013690	415 GEELE AVE	POSEWITZ, JASLYN	415 GEELE AVE	SHEBOYGAN	WI	53083	5063
59281013700	419 GEELE AVE	ZIMMERMAN, DONALD D	419 GEELE AVE	SHEBOYGAN	WI	53083	5063
59281013710	427 GEELE AVE	STARON, AMANDA M	427 GEELE AVE	SHEBOYGAN	WI	53083	5063
59281013670	403 GEELE AVE	ELSNER, WAYNE C	403 GEELE AVE	SHEBOYGAN	WI	53083	5063

Hearing No. - 21 - 22. September 20, 2021.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class Suburban Residential (SR-5) to Class Mixed Residential (MR-8) Classification:

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3,4,5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

All interested persons will now be heard.

Publish - September 3 and September 10, 2021.
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE CITY OF SHEBOYGAN
OFFICIAL ZONING MAP OF THE SHEBOYGAN ZONING ORDINANCE:

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 20, 2021, in the Council Chambers of City Hall, 828 Center Avenue, Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Suburban Residential (SR-5) to Class Mixed Residential (MR-8) Classification.

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MEREDITH DEBRUIN
City Clerk

CONFIRMATION



435 E. Walnut
Green Bay, WI 54301
(888)774-7744

SHEB, CITY OF, LEGAL ACCT
828 CENTER AVE STE 110
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<u>Account</u>	<u>AD#</u>	<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
GWM-60409220	0004877186	\$39.95	\$0.00	\$39.95	Credit Card	\$0.00	\$39.95
Sales Rep: MMcDonagh		Order Taker: MMcDonagh		Order Created		08/19/2021	
<u>Product</u>	<u># Ins</u>	<u>Start Date</u>	<u>End Date</u>				
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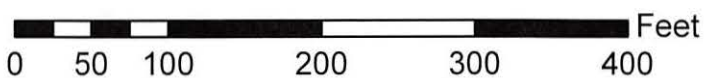
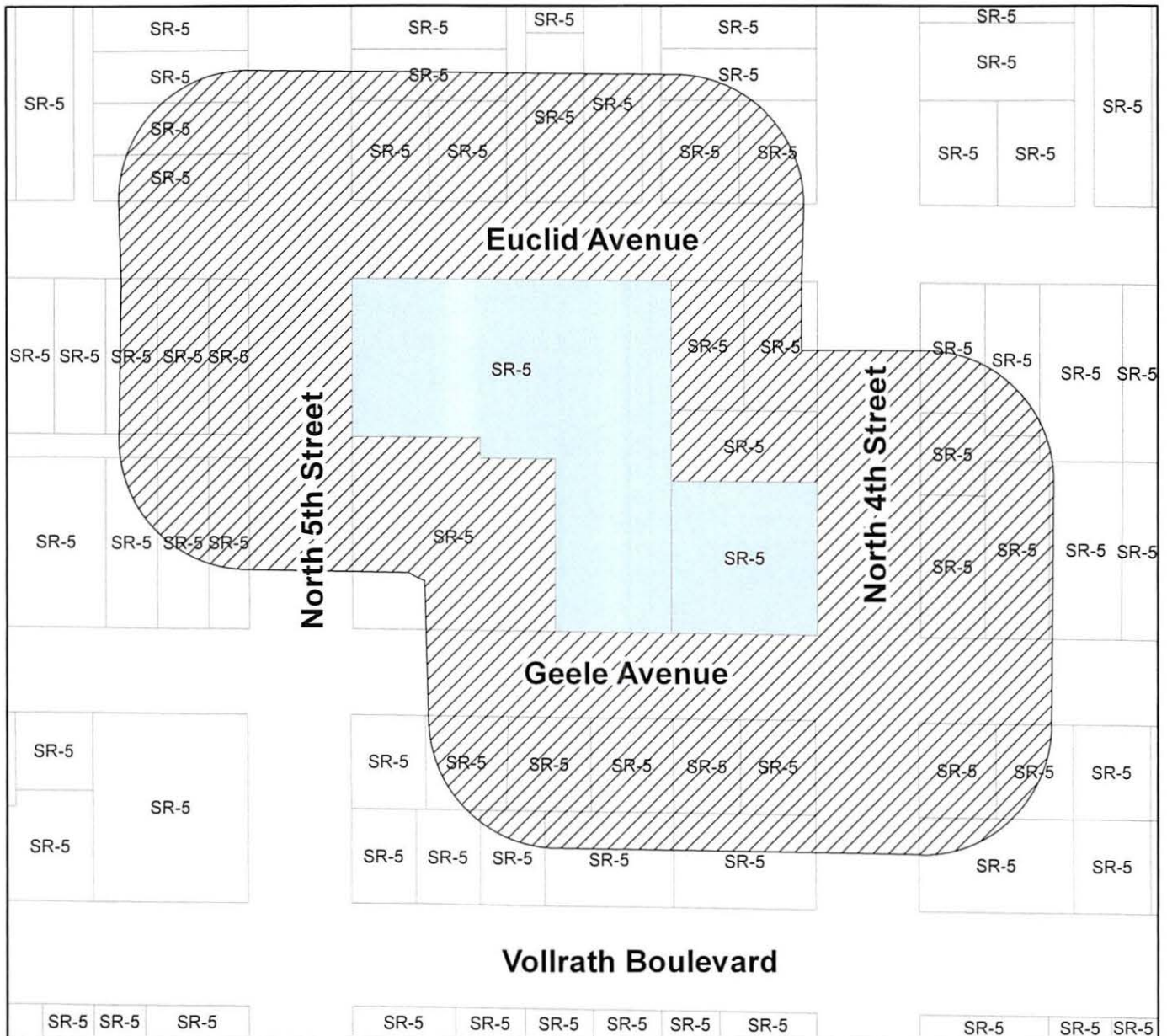
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MEREDITH DEBRUIN
City Clerk
Run: September 3, 10, 2021 WNAXLP

PROPOSED REZONE FROM SUBURBAN RESIDENTIAL (SR-5) TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90'
OF LOT 8 BLOCK 2
AND
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CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

September 10, 2021

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Parcel Identification		Site Address	First Owner Name	Postal Address	Postal City	Postal State	Postal Zip 5	Postal Zip +4
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59281004810		502 GEELE AVE	SPRINGS HOMES LLC	2221 LINCOLN AVE	TWO RIVERS	WI	54241	2427
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59281013170		507 EUCLID AVE	BECKMAN, KI J.L.	507 EUCLID AVE	SHEBOYGAN	WI	53083	5059
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59281013710		427 GEELE AVE	STARON, AMANDA M	427 GEELE AVE	SHEBOYGAN	WI	53083	5063
59281013670		403 GEELE AVE	ELSNER, WAYNE C	403 GEELE AVE	SHEBOYGAN	WI	53083	5063

IV

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred R. O. No. 25-21-22 by City Clerk submitting a claim from Shari Smith for alleged damages to her vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive; recommends filing the claim.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

35

R. O. No. 25 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a claim from Shari Smith for alleged damages to her vehicle from road debris and/or unsafe conditions on road due to construction on Taylor Drive.

FHP

CITY CLERK

DATE RECEIVED 5-14-2021

RECEIVED BY MKC

CLAIM NO. 2-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

MAY 14 2021

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

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

- 1. Name of Claimant: SHARI SMITH
- 2. Home address of Claimant: 13 CROSSBRIDGE CT, MADISON, WI 53717
- 3. Home phone number: 608-320-6513
- 4. Business address and phone number of Claimant: N/A

5. When did damage or injury occur? (date, time of day) 5/3/21 between 5:30-6:00 PM

6. Where did damage or injury occur? (give full description) TAYLOR DRIVE

7. How did damage or injury occur? (give full description) ROAD DEBRIS, AND/OR UNSAFE CONDITION OF ROAD DUE TO CONSTRUCTION CAUSED DAMAGE TO BOTH FRONT AND REAR RIGHT SIDE RIMS.

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

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

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

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

(a) Public property alleged to be dangerous: TAYLOR DRIVE CONSTRUCTION AREA CLOSE TO GEELE ST.

(b) Claimant's statement of basis for such liability: ROAD CONSTRUCTION AND NEGLIGENCE OF ROAD CREW (CITY) CAUSE OF DAMAGE TO VEHICLE.

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

DAMAGE FRONT AND REAR RIMS REQUIRING REPLACEMENT.

NO INJURIES.

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

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

Auto: \$ 1790.43

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 234.67

CAR RENTAL **TOTAL** \$ 2025.10

Damaged vehicle (if applicable)

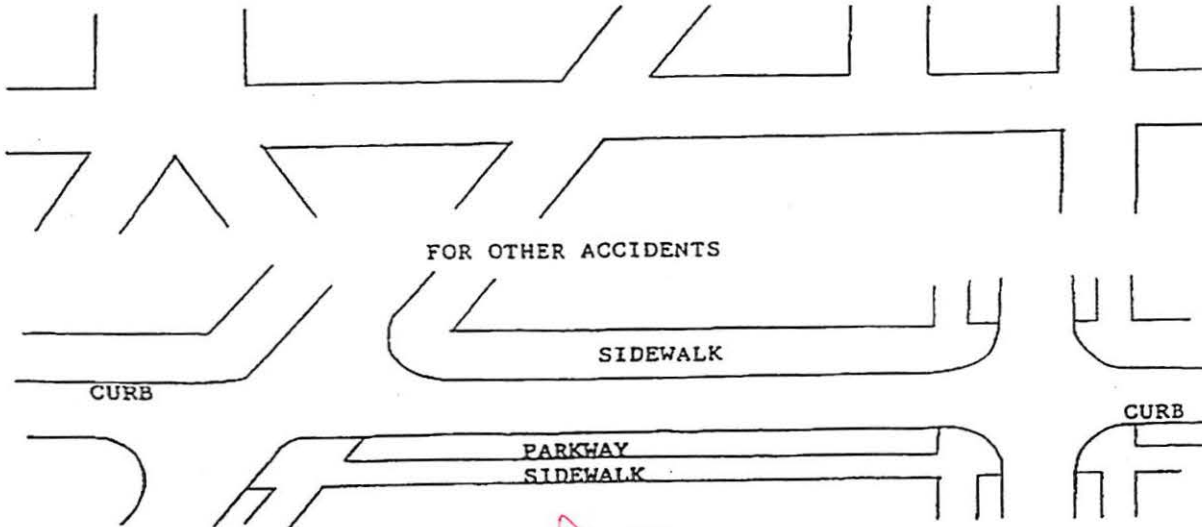
Make: Buick Model: CASCADA Year: 2016 Mileage: 52,861

Names and addresses of witnesses, doctors and hospitals: _____

ZAK BRILL HAD EXACT TYPE OF DAMAGE DURING SAME TIMEFRAME AND STATED 3 VEHICLES WERE PULLED OVER ON GEELE WITH A TOW TRUCK. HIS CONTACT ON HIS CLAIM FORM.

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

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



SIGNATURE OF CLAIMANT

Jim J. Still

DATE

5/11/21

DATE RECEIVED 5-14-2021

RECEIVED BY MKC

CLAIM NO. 2-21

CLAIM

Claimant's Name: <u>SHARI SMITH</u>	Auto	\$ <u>1790.43</u>
Claimant's Address: <u>13 CROSSBRIDGE CT</u>	Property	\$ _____
<u>MADISON WI 53717</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>608-320-6513</u>	Other (Specify below) <u>(car rental)</u>	\$ <u>234.67</u>
	TOTAL	\$ <u>2025.10</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 2025.10.

SIGNED Shari Smith

DATE: 5/11/21

ADDRESS: 13 Crossbridge Ct
MADISON WI 53717

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

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine | Parts



Certified Service

SERVICE	SALES	PARTS:	BODY SHOP
920 459-6850	920 459-6840	920 459-6845	920 459-6855
888 459-6850 (TOLL FREE)	800 459-6840 (TOLL FREE)	888 459-6845 (TOLL FREE)	888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO. 210497	ADVISOR ZAK BRILL	TAG NO. 031 1321	INVOICE DATE 05/07/21	INVOICE NO. CTCS972763
SHARY SMITH 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE 52,861	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 16/BUICK/CASCADE/2DR CONV		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. W04WT3N53GG061619		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/04/21	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS MO: 52863		

TOTALS-----

 * [] CASH [] CREDIT CARD [] CHARGE *

TOTAL LABOR....	115.95
TOTAL PARTS....	1581.14
TOTAL SUBLET...	0.00
TOTAL G.O.G....	0.00
TOTAL MISC CHG.	0.00
TOTAL MISC DISC	0.00
TOTAL TAX.....	93.34
TOTAL INVOICE \$	1790.43

HOURS:
SERVICE, PARTS, BODY SHOP
 MON - FRI 7:00 AM - 5:00 PM
 SAT 7:30 AM - NOON

SALES
 MON - THURS 8:00 AM - 8:00 PM
 FRI 8:00 AM - 6:00 PM
 SAT 8:00 AM - 5:00 PM

THANK YOU FOR YOUR BUSINESS!!

PARTS DESIGNATED WITH AN ASTERISK (*) INDICATE LIMITED LIFETIME SERVICE GUARANTEE APPLIES FOR CUSTOMER PAY REPAIRS. COMMERCIAL APPLICATIONS EXCLUDED.

CUSTOMER SIGNATURE



✓ Pd 500. CC
 Deduct

✓ Ins
 Check

437.39

SCC

VISION STATEMENT
 "Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT
 "Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:
 Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

3400 S. Business Dr.
Sheboygan, WI 53081



Genuine | Parts



Certified Service

SERVICE	SALES	PARTS:	BODY SHOP
920 459-6850 888 459-6850 (TOLL FREE)	920 459-6840 800 459-6840 (TOLL FREE)	920 459-6845 888 459-6845 (TOLL FREE)	920 459-6855 888 459-6855 (TOLL FREE)

www.sheboyganauto.com

CELL: 608-320-6513

CUSTOMER NO. 210497	ADVISOR ZAK BRILL	TAG NO. 031 1321	INVOICE DATE 05/07/21	INVOICE NO. CTCS972763
SHARY SMITH 13 CROSSBRIDGE CT MADISON, WI 53717	LICENSE NO.	MILEAGE 52,861	COLOR /	STOCK NO.
	YEAR / MAKE / MODEL 16/BUICK/CASCADE/2DR CONV		DELIVERY DATE	DELIVERY MILES
	VEHICLE I.D. NO. W 0 4 W T 3 N 5 3 G G 0 6 1 6 1 9		SELLING DEALER NO.	PRODUCTION DATE
	F.T.E. NO.	P.O. NO.	R.O. DATE 05/04/21	
RESIDENCE PHONE	BUSINESS PHONE	COMMENTS MO: 52863		

JOB# 1 CHARGES

LABOR

J# 1 21CVZ WHEELS/TIRES TECH(S):979 36.00
REPLACE BENT AND DAMAGED PASSENGER FRONT AND REAR RIMS
GEICO INSURANCE 0110296910101151-01
CUSTOMER TO PAY \$500.00 DEDUCTIBLE

PARTS	QTY	FP-NUMBER	DESCRIPTION	LIST PRICE	UNIT PRICE	PRICE
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
	2	6666	VALVE STE	3.00	3.00	6.00
	1	39003341	WHEEL 5.803	837.57	837.57	837.57
	-1	39003341	CORE RETURN	50.00	50.00	-50.00
TOTAL - PARTS						1581.14

JOB# 1 TOTALS

LABOR	36.00
PARTS	1581.14
JOB# 1 JOURNAL PREFIX CTCS	JOB# 1 TOTAL
	1617.14

JOB# 2 CHARGES

LABOR

J# 2 24CVZ06 MULTIPOINT INSPECT TECH(S):979 0.00
MULTIPOINT VEHICLE INSPECTION
MULTIPOINT VEHICLE INSPECTION
Multi-Point Vehicle Inspection (see MPI sheet) All

JOB# 2 TOTALS

JOB# 2 JOURNAL PREFIX CTCS	JOB# 2 TOTAL
	0.00

JOB# 3 CHARGES

LABOR

J# 3:05CVZ02 4 WHEEL ALIGNMENT TECH(S):979 79.95
Added Operation (ZAKB @ 05/05/2021 11:07)
PERFORM 4 WHEEL ALIGNMENT / ADDITIONAL CHARGES FOR SHIMS
AND FOR REMOVING KNOCK OUTS
4 Wheel Alignment All

JOB# 3 TOTALS

LABOR	79.95
JOB# 3 JOURNAL PREFIX CTCS	JOB# 3 TOTAL
	79.95

ESTIMATE

CUSTOMER HEREBY ACKNOWLEDGES RECEIVING ORIGINAL ESTIMATE OF \$1790.43 (+TAX)

HOURS:

SERVICE, PARTS, BODY SHOP

MON - FRI	7:00 AM - 5:00 PM
SAT	7:30 AM - NOON

SALES

MON - THURS	8:00 AM - 8:00 PM
FRI	8:00 AM - 6:00 PM
SAT	8:00 AM - 5:00 PM



VISION STATEMENT

"Our Vision is to be So Effective that we are Able to be Helpful to Others"

MISSION STATEMENT

"Our Mission is to Provide Automotive Products and Services that Exceed Our Customers' Needs and Expectations", While Creating Enthusiasm, Thru Teamwork, Empowerment, Dedication to Ongoing Improvement and to be a Leader in Quality, Market, and Financial Performance.

DISCLAIMER OF WARRANTIES:

Any warranties on the products sold hereby are those made by the manufacturer. The seller, SHEBOYGAN CHEVROLET-CADILLAC, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

CUSTOMER SIGNATURE

Motor vehicle repair trade practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

The Reynolds and Reynolds Company, ERANTSHAE CC218890 Q (03/13)



Gas \$8.51 5/7/21

RENTAL AGREEMENT NUMBER 653677536

RESERVATION NUMBER 03029222-US-0

Customer Name : SMITH, SHARI
Drivers Lic Number : USWIXXXXXXXXXX9307
Methods of Payment : MASTER XX7666

Avis Car Number : 9 5 6 4 5 1 8 5
Plate Number : TX NHT2526
Veh Description : BLK CHEVY MALIBU
Odometer Out : 5100 MIs
Fuel Gauge Reading: Full

Only 5/8 when pickup

Pickup Date/Time : MAY 04, 2021 @ 01:51 PM
Pickup Location : 3035 SOUTH BUSINESS DRIVE
SHEBOYGAN, WI, 53081, US

Return Date/Time : MAY 07, 2021 @ 01:00 PM
Return Location : 3035 SOUTH BUSINESS DRIVE
SHEBOYGAN, WI, 53081, US

Additional Fees May Apply If Changes Are Made To Your Return Date, Time And/Or Location.

YOUR ESTIMATED VEHICLE CHARGES

MIN 1 DAY IF NOT NET DLY RT= 72.99 MAX
RATE CHART TIME AND MILEAGE
HRLY : 57.00
AD DY: 72.99
PER : 218.97 PRQ 218.97=
MIs : Unlimited

Less 5.00% Discount = 10.95
Your Estimated Time & Mileage: 208.02
VEH LICENSE RECOUP .85 /DY + 2.55
ENERGY RECOVERY FEE .60 /DY + 1.80
Estimated Subtotal Charges: 212.37
Sales Tax 10.500% + 22.30
repay: Voucher 234.67 - 234.67
YOUR ESTIMATED TOTAL CHARGES X : 0.00

YOUR OPTIONAL PRODUCTS/SERVICES

DAY Loss Damage Waiver 29.99/Day Declined
Personal Accident Insurance 7.00/Day Declined
Personal Effects Protection 2.95/Day Declined
Additional Liability Insurance 16.25/Day Declined
By my initials I accept or decline optional services/products as shown above. X
Please return the vehicle with the same fuel level as you received it. Please provide a receipt for fuel purchased. If you do not, additional fuel fees may apply: 000-074
MIs equals a 15.99 flat rate fee. 075 MIs and above equals .3444 per MI or 9.990 per Gal. X
I understand that important information on cashless toll roads and e-Toll services can be found at avis.com/etoll X

Gas \$8.51 5/7/21

-----NOTICES-----AVIS-----NOTICES

I AGREE TO: BE CONTACTED ABOUT THE RENTAL BY CALLS OR TEXTS AT THE PHONE NUMBER(S) PROVIDED; AVIS'S COLLECTION AND USE OF VEHICLE DATA (INCLUDING DIAGNOSTIC, LOCATION, DAMAGE, PERFORMANCE & OPERATIONAL DATA LIKE MILEAGE, FUEL, CONDITION & OTHER DATA RELATED TO THE VEHICLE & ITS USE) PER OUR PRIVACY NOTICE AT WWW.AVIS.COM/privacy; AND MANUFACTURERS' COLLECTION AND USE OF DATA FROM THE RENTAL VEHICLE PER THEIR PRIVACY NOTICE.

I acknowledge having received all notices including the notice regarding damage waiver and my responsibility contained in the rental jacket. The Loss Damage Waiver is optional. An added daily cost of 29.99 covers your responsibility for damage to our car. Check with your insurer as this may be duplicative of your own car insurance.

I agree the charges listed above are estimates. I agree to all terms herein and in the separate Rental Terms and Conditions document ("RTC"), including the arbitration/class action waiver provision. I understand the RTC will be provided to me prior to leaving the counter, but I can also request a copy to review at any time as well as review it at WWW.AVIS.COM/TERMSC. No additional drivers allowed without prior written consent. Tickets, fines and admin fees to be charged to this rental.

If you have questions regarding this rental, call us at 920-457-5102 This vehicle was rented to you by JENNY

VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred R. O. No. 26-21-22 by City Clerk submitting a Notice of Claim from the Law Office of Daniel J. Raymonds regarding alleged injuries their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow; recommends filing the notice of claim.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. 26 - 21 - 22. By CITY CLERK. June 7, 2021.

Submitting a Notice of Claim from the Law Office of Daniel J. Raymonds regarding alleged injuries their client (Mao Yang) suffered when struck by debris from a City of Sheboygan snow plow.

FAP

CITY CLERK

MYC
3-21

MAY 21 '21 AM 11:13

LAW OFFICE OF DANIEL J. RAYMONDS

8112 WEST BLUEMOUND ROAD-SUITE #200
WAUWATOSA, WISCONSIN 53213
PHONE: (262) 814-9000
FAX: (262) 814-9009
E-MAIL: DJRLAW@DJRLAW.NET

NOTICE OF CLAIM

TO: CITY OF SHEBOYGAN
CLERKS OFFICE
828 CENTER AVENUE
ROOM #103
SHEBOYGAN, WI 53081

HAND DELIVERED

RE: CLAIMANT: MAO YANG
ADDRESS: N6728 HIGHWAY 57
BELGIUM, WI 53004

Dear Clerk:

Set forth herein is a Notice of Claim against the City of Sheboygan, Wisconsin. Please file same and proceed per Wisconsin Statutes.

INTRODUCTION

This Notice of Claim is hereby filed against the City of Sheboygan, Wisconsin and its employees, agents, officers, officials and/or independent contractors as required by Wisconsin Statute Section 893.80. Based on limited information to date, the claimant sustain injuries on or about January 24, 2021 in the morning hours by parties that were acting on behalf and/or at the request of the City of Sheboygan, Wisconsin.

That the claimant sustain injuries, pain, suffering and medical expense as a direct result from the actions of the City of Sheboygan, Wisconsin, its employees, agents, officers, officials and/or independent contractors. The claimant specifically requests the following amounts as damages in this matter:

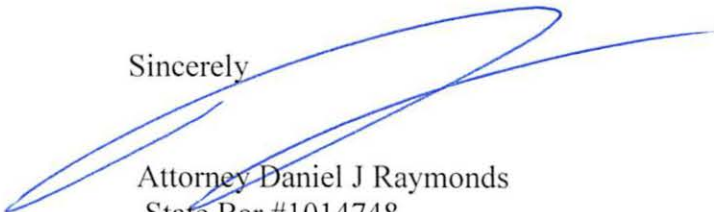
Medical Expense in the sum of \$2,399.00-Bills to be provided at a later date
Pain and suffering in the sum of \$3,000.00

CIRCUMSTANCES OF THE CLAIM


1. That on or about January 24, 2021, in the morning hours, the claimant was struck in the head and other parts of her body by flying snow, ice and debris as a direct result of the City of Sheboygan, Wisconsin plow truck that was clearing snow/ice from the municipal street with a location on or near 2101 N 10th, Sheboygan, Wisconsin 53081
2. That the plow truck operator sent snow, ice and debris into the air and caused said snow, ice and debris to fly over the snow bank adjacent to the municipal street and land upon the municipal walkway and private lands where claimant was located on and was struck thereby.
3. That the operator of the plow truck and the speed of the plow truck at the time of the incident was imprudent, too fast for conditions and was otherwise negligent in the operation of same.
4. That the City of Sheboygan, its employees, agents, officers, officials and/or independent contractors were indifferent to the health, welfare, and safety of the claimant at the time of the incident, and that proper supervision and training in the operation of the plow truck was lacking and/or omitted.
5. That a police report was made and filed in this matter regarding the events as set forth herein and that pictures of the flying snow, ice and debris that came from the municipal street and onto the municipal walk and private lands is on file with the Sheboygan police Department per said police report.

Dated at Wauwatosa, Wisconsin this 20th day of May, 2021

Sincerely


Attorney Daniel J Raymonds
State Bar #1014748

Claimant approval:


Mao Yang

IV

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred R. O. No. 56-21-22 by City Clerk submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it; recommends filing the claim.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.5

R. O. No. 54 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it.

CITY CLERK

F+P

DATE RECEIVED

JUL 19 2021

RECEIVED BY

SES

CLAIM NO.

7-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Maria F. Hernandez
- 2. Home address of Claimant: 2207 S. 9th St.
- 3. Home phone number: (210) 649-0693
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) May 28, 2021 at 5-6 AM

6. Where did damage or injury occur? (give full description) Outside Home Panel, Roof, Panel, Bedside exter RT, Cover, Tonnneau, Decal, Bed-side, Panel RT

7. How did damage or injury occur? (give full description) Storm the date of May 28 2021 tree fell on top of truck.

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

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

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

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: NA

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

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

Panel, Roof, Panel, Bedside Outer RT, Cover, Tonneau,
Decal, Bedside RT

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

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

Auto: \$ 6,669.97

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 6,669.97

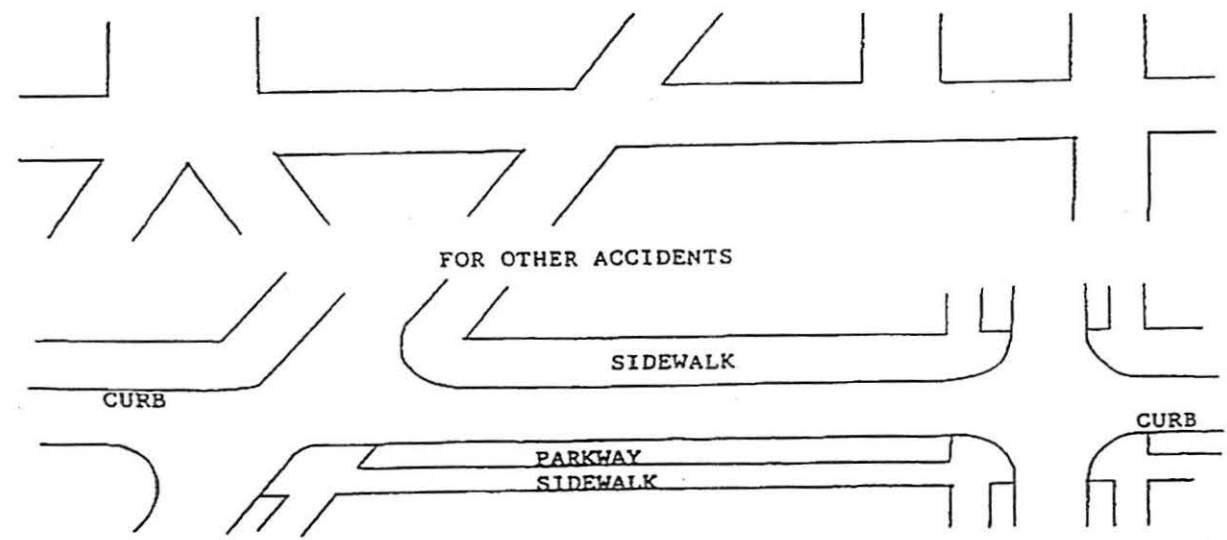
Damaged vehicle (if applicable)

Make: Dodge Model: Dakota Year: 2006 Mileage: 158,000

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

07/19/21

DATE RECEIVED JUL 19 2021

RECEIVED BY SL5

CLAIM NO. 7-21

CLAIM

Claimant's Name: <u>Maria Hernandez</u>	Auto	\$ <u>6,669.97</u>
Claimant's Address: <u>2207 S 9th St</u>	Property	\$ _____
<u>Sheboygan</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>(210) 649-0693</u>	Other (Specify below)	\$ _____
	TOTAL	\$ <u>6,669.97</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 6,669.97.

SIGNED Maria Hernandez DATE: 07/19/21

ADDRESS: 2207 South 9th St. Sheboygan WI

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

Jacoby's Auto Body
250 S Commerce St
Cedar Grove WI 53013 US
(414) 870-6022

*** PRELIMINARY ESTIMATE ***

07/13/2021 09:08 AM

Owner

Owner: Roberto Fraiss

Inspection

Inspection Date: 07/13/2021 09:09 AM

Inspection Type:

Appraiser Name: Jason Jacoby
Email: jason_jacoby_68@hotmail.com

Appraiser License # :

Repairer

Repairer: Jacobys Autobody LLC
Address: Billing: 230 S 3rd St.
Shop: 250 S commerce st.
City State Zip: Cedar Grove, WI 53013
Email: jason_jacoby_68@hotmail.com

Contact:
Work/Day: (414)870-6022
Work/Day:
Work/Day:

Target Complete Date/Time:

Days To Repair: 13

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed
8cyl Gasoline 4.7 HO
5 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: POPPY FLAME RED
Ext. Refinish: Two-Stage
Ext. Paint Code: PR4

VIN: 1D7HE48J96S500217
Mileage: 158,000
Mileage Type: Actual
Code: N8433A
Int. Color: Khaki
Int. Refinish:
Int. Trim Code: J3

Options - AudaVIN Information Received

AM/FM In-dash CD Changer
Alpine Audio System
Bed Liner
Center Console
Cruise Control
Fog Lights
Heavy Duty Cooling
Keyless Entry System
MP3 Decoder
Power Door Locks
Power Sunroof
Rear Bench Seat
Strg Wheel Radio Control

Air Conditioning
Aluminum/Alloy Wheels
Bucket Seats
Chrome Grille
Dual Airbags
Garage Door Opener
Heavy Duty Suspension
Lighted Entry System
Overhead Console
Power Drivers Seat
Power Windows
Rear Window Defroster
Tachometer

Alarm System
Anti-Lock Brakes
Camper/Towing Package
Chrome Step Bumper
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Limited Slip Differential
Power Brakes
Power Steering
Privacy Glass
Sirius Satellite Radio
Theft Deterrent System

Net Total

\$6,015.56

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53013 Default
Rate Name Insurance

Audatex Estimating 10.08.623 ES 07/13/2021 09:15 AM REL 10.08.623 DT 06/01/2021 DB 07/08/2021

State Disclosure:WI

© 2021 Audatex North America, Inc.

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

Op Codes

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



Audatex

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

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North America, Inc. All rights reserved.



GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

*** PRELIMINARY ESTIMATE ***

07/13/2021 12:45

Owner

Owner: Roberto Frics
Address: 2207 South 5th Street
City State Zip: Sheboygan, WI 53081

Work/Day: (920)223-4543
FAX:

Inspection

Inspection Date: 07/13/2021 12:46 PM
Primary Impact: Right Rear Side

Inspection Type:
Secondary Impact: Roof

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
FAX: (920)458-3284
Work/Day:

Target Complete Date/Time:

Days To Repair: 14

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed
8cyl Gasoline 4.7 HO
5 Speed Automatic

Lic.Plate: PH6328
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Poor
Ext. Color: POPPY FLAME RED
Ext. Refinish: Two-Stage
Ext. Paint Code: PR4

Lic State: WI
VIN: 1D7HE48J96S500217
Mileage: 157,345
Mileage Type: Actual
Code: N8433A
Int. Color: Khaki
Int. Refinish: Two-Stage
Int. Trim Code: J3

Options - AudaVIN Information Received

AM/FM In-dash CD Changer
Alpine Audio System
Automatic Trans
Camper/Towing Package
Chrome Step Bumper
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Limited Slip Differential
Power Brakes

Air Conditioning
Aluminum/Alloy Wheels
Bed Liner
Center Console
Cruise Control
Fog Lights
Heavy Duty Cooling
Keyless Entry System
MP3 Decoder
Power Door Locks

Alarm System
Anti-Lock Brakes
Bucket Seats
Chrome Grille
Dual Airbags
Garage Door Opener
Heavy Duty Suspension
Lighted Entry System
Overhead Console
Power Drivers Seat

Power Steering	Power Sunroof	Power Windows
Privacy Glass	Rear Bench Seat	Rear Window Defroster
Sirius Satellite Radio	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tow Hooks	Trailer Hitch	Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
---------	-------	----	-------------	--------------	-------	---------	-------	---

Cab And Components

1	E	341	02	Panel,Roof	5174910AB		19.8	SM
2	L	341		Panel,Roof	Refinish	\$1,065.00	4.2	RF
					3.0 Surface			
					0.5 Edge			
					0.7 Two-stage			

Bed

3	E	316		Panel,Bedside Outer RT	55359238AB	\$1,245.00	13.2	SM
4	L	316	13	Panel,Bedside Outer RT	Refinish		4.6	RF
					2.8 Surface			
					0.5 Edge			
					0.6 Two-stage setup			
					0.7 Two-stage			
5	E	428	02	Cover,Tonneau	82208695	\$747.00	0.2	SM

Manual Entries

6	N	M30		Collision Repair Material	Additional Labor	\$150.00*		SM
7	N	M60		Hazardous Waste Removal	Additional Labor	\$5.25*		SM
8	N			CAR COVER VAN OR TRUCK	Additional Labor	\$30.00*	2.0*	SM
				>> MULTIPLE TIMES				
8				Items				

MC Message

02 PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
 13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

OEM Parts	\$3,057.00
Other Parts	\$185.25
Paint & Materials	8.8 Hours @ \$40.00 = \$352.00
Parts & Material Total	\$3,594.25
Tax on Parts & Material	@ 5.500% = \$197.68

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	33.2	2.0	35.2	\$2,182.40
Mech/Elec (ME)	\$78.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	8.8		8.8	\$545.60

Labor Total	44.0 Hours	\$2,728.00
Tax on Labor	@ 5.500%	\$150.04
Gross Total		\$6,669.97
Net Total		\$6,669.97

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

Audatex Estimating 8.0.911 Update 5 ES 07/13/2021 12:48 PM REL 8.0.911 Update 5 DT 06/01/2021 DB 07/08/2021

State Disclosure:WI

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

Op Codes

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

This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

 **Audatex**

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VI

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred R. O. No. 65-21-22 by City Clerk submitting a claim from Daniel Cotet for alleged damages to his vehicle when it was hit by a rock from a lawnmower; recommends filing the claim.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.6

R. O. No. 65 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim from Daniel Cotet for alleged damages to his vehicle when it was hit by a rock from a lawnmower.

CITY CLERK

F+P

DATE RECEIVED

8-3-21

RECEIVED BY

MKC

CLAIM NO.

8-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 03 2021

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Daniel Cotet
2. Home address of Claimant: N6215 Woodland Meadows Dr.
3. Home phone number: (920)627-7784
4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) 07-01-21, 11:15 a.m.

6. Where did damage or injury occur? (give full description) The damage occurred at the Sheboygan Quarry sidewalk.

7. How did damage or injury occur? (give full description) The lawnmower flung a rock at my car.

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

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

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

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

(a) Public property alleged to be dangerous: _____

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

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

No injuries.

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

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

Auto: \$ 643.97

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 643.97

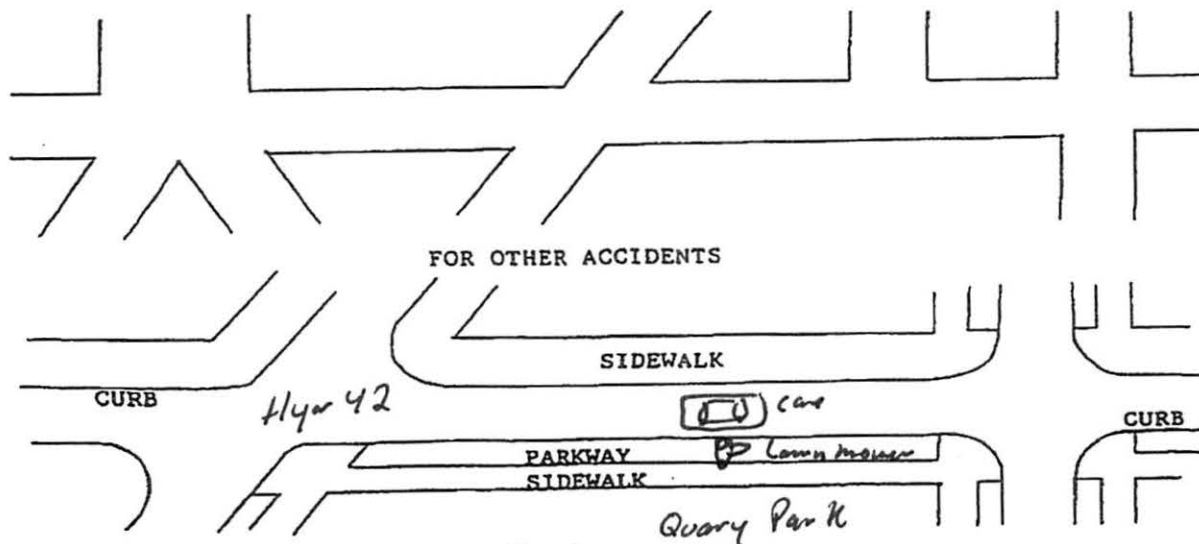
Damaged vehicle (if applicable)

Make: Ford Model: Fusion Year: 2018 Mileage: 56,700

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT [Signature] DATE 08-01-21

FILE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: _____

Auto \$ 643.97

Claimant's Address: _____

Property \$ _____

Personal Injury \$ _____

Claimant's Phone No. _____

Other (Specify below) \$ _____

TOTAL \$ 643.97

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 \$ 643.97.

SIGNED

Deaf

DATE:

08-01-21

ADDRESS: _____

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

**MIKE BURKART FORD COLLISION
CENTER**

3110 COUNTY ROAD PP, PLYMOUTH, WI 53073
Phone: (920) 893-6961
FAX: (920) 892-6761

Workfile ID: 3a11b6b2
PartsShare: 6k7YhS
Federal ID: 39-0127312

Preliminary Estimate

Customer: COTET, DANIEL

Job Number:

Written By: MARK LEONHARD

Insured: COTET, DANIEL Policy #: Claim #:
Type of Loss: Date of Loss: Days to Repair: 0
Point of Impact: 04 Right Qtr Post (Right Side)

Owner: COTET, DANIEL
W621W6215 WOODLAND MEADOWS DR
WI
SHEBOYGAN, WI 53083

Inspection Location: MIKE BURKART FORD COLLISION CENTER
3110 COUNTY ROAD PP
PLYMOUTH, WI 53073
Repair Facility
(920) 893-6961 Business

Insurance Company:

VEHICLE

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

VIN: 3FA6P0RU0JR120450 Interior Color: Mileage In: Vehicle Out:
License: Exterior Color: WHITE Mileage Out:
State: Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Remote Starter
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio

Stereo
Search/Seek
CD Player
Premium Radio
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats

Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Signal Integrated Mirrors
Xenon or L.E.D. Headlamps
California Emissions
Power Trunk/Liftgate

Get live updates at www.carwise.com/e/43iVPb

Preliminary Estimate

Customer: COTET, DANIEL

Job Number:

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		REAR DOOR					
2	*	Rpr RT Outer panel				2.0	2.3
3		Add for Clear Coat					0.9
4		R&I RT Belt molding				0.3	
5		R&I RT Handle, outside w/o passive entry				0.3	
6		R&I RT R&I trim panel				0.5	
7	#	Repl Corrosion protection primer		1	6.00 T		
8	#	Color tint / color match		1			0.5
9	#	Repl Cover Car		1	10.00 T	0.2	
10	#	Subl Hazardous waste removal		1	5.00 T		
SUBTOTALS					21.00	3.3	3.7

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			0.00
Body Labor	3.3 hrs @	\$ 62.00 /hr	204.60
Paint Labor	3.7 hrs @	\$ 62.00 /hr	229.40
Paint Supplies	3.7 hrs @	\$ 42.00 /hr	155.40
Miscellaneous			21.00
Subtotal			610.40
Sales Tax	\$ 610.40 @	5.5000 %	33.57
Grand Total			643.97
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			643.97

MyPriceLink Estimate ID / Quote ID:

840239546489643008 /

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

Valders Auto Body LLC

160 LINCOLN ST, PO BOX 176, VALDERS, WI
54245

Phone: (920) 775-4636
FAX: (920) 775-4846

Workfile ID: eab06f0f
PartsShare: 6n6TCp
Federal ID: 39-1980709

Preliminary Estimate

Customer: COTET, DANIEL

Job Number:

Written By: LEE LEISCHNER

Insured: COTET, DANIEL
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
COTET, DANIEL
W6215 WOODLAND MEADOWS
SHEBOYGAN, WI 53083

Inspection Location:
Valders Auto Body LLC
160 LINCOLN ST, PO BOX 176
VALDERS, WI 54245
Repair Facility
(920) 775-4636 Business

Insurance Company:

VEHICLE

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

VIN: 3FA6P0RU0JR120450
License:
State:

Interior Color:
Exterior Color: WHITE
Production Date:

Mileage In:
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Remote Starter
Backup Camera
Parking Sensors

RADIO

AM Radio
FM Radio

Stereo
Search/Seek
CD Player
Premium Radio
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

SEATS

Bucket Seats
Reclining/Lounge Seats
Leather Seats

Heated Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Signal Integrated Mirrors
Xenon or L.E.D. Headlamps
California Emissions
Power Trunk/Liftgate

Preliminary Estimate

Customer: COTET, DANIEL

Job Number:

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint	
1		REAR DOOR						
2	*	Rpr RT Outer panel				3.5	2.3	
3		Add for Clear Coat					0.9	
4		R&I RT Belt molding				0.3		
5		R&I RT Handle, outside w/o passive entry				0.3		
6		R&I RT R&I trim panel				0.5		
7	#	COVER CAR		1	10.00			
8	#	Refn CORROSION PROTECTION					0.2	
9	#	Hazardous Waste		1	5.00			
SUBTOTALS						15.00	4.6	3.4

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			15.00
Body Labor	4.6 hrs @	\$ 62.00 /hr	285.20
Paint Labor	3.4 hrs @	\$ 62.00 /hr	210.80
Paint Supplies	3.4 hrs @	\$ 42.00 /hr	142.80
Subtotal			653.80
Sales Tax	\$ 653.80 @	5.0000 %	32.69
Grand Total			686.49
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			686.49

MyPriceLink Estimate ID / Quote ID:

851514668525559808 /

VALDERS AUTO BODY CANNOT GUARANTEE ANY RUST WORK UNLESS COMPLETE PANEL IS REPLACED. THIS ESTIMATE MAY HAVE BEEN PREPARED BASED ON THE USE OF ONE OR MORE REPLACEMENT PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR VEHICLE. WARRANTIES APPLICABLE TO THESE REPLACEMENT PARTS ARE PROVIDED BY THE MANUFACTURER OR DISTRIBUTOR OF THE REPLACEMENT PARTS RATHER THAN BY THE MANUFACTURER OF YOUR MOTOR VEHICLE.

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

Preliminary Estimate

Customer: COTET, DANIEL

Job Number:

2018 FORD Fusion Hybrid Titanium FWD 4D SED 4-2.0L Hybrid Sequential MPI WHITE

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DR2JP13, CCC Data Date 07/16/2021, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2022 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

VI

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. September 20, 2021.

Your Committee to whom was referred R. O. No. 80-21-22 by City Clerk
submitting various license applications; recommends granting the
applications.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

9.1

R. O. No. 80 - 21 - 22. By CITY CLERK. September 7, 2021.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
3056	House Divided	840 Wilson Avenue - for one day event September 25, 2021 to include current premise plus parking lots to the North, West, East and South of business.
1040	Brennan's	1101 Michigan Avenue - for a two day event October 2 and 3, 2021 to include current premise plus West and South parking lot.

JHP



R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 20, 2021.

Your Committee to whom was referred Res. No. 54-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park; recommends adopting the Resolution.

_____ 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

56

Res. No. 54 - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park.

WHEREAS, the City of Sheboygan has advertised for bids for the purchase of a prefabricated bridge to be installed in Evergreen Park; and

WHEREAS, one bid was received in response to that advertisement; and

WHEREAS, the bid was from Wheeler Lumber, LLC for \$151,550.00; and

WHEREAS, the City Engineer has reviewed the bid and determined that the low bid met all of the specifications.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached agreement with Wheeler Lumber, LLC for the purchase of a prefabricated bridge to be installed in Evergreen Park.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds from the following account, upon the agreement being fully executed by all parties, to pay for the purchase pursuant to the terms of the agreement:

Account #26553000-631100 \$151,550.00
(Parks, Forestry & Open Space -
Improvements other than Buildings)


Dean Dekker
Gravo Perrella

PW

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

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 01
		Bid Number:	2458-21

**AGREEMENT BETWEEN BUYER AND SELLER
FOR PROCUREMENT CONTRACT**

THIS AGREEMENT is by and between City of Sheboygan ("Owner") and _____ ("Contractor").

Terms used in this Procurement Agreement have the meanings stated in the General Conditions of the Procurement Contract and the Supplementary Conditions of the Procurement Contract.

Buyer and Seller hereby agree as follows:

ARTICLE 1—PROCUREMENT CONTRACT

1.01 *Goods and Special Services*

- A. Seller shall furnish the Goods and Special Services as specified or indicated in the Procurement Contract Documents. The Goods and Special Services are generally described as follows: Prefabricated Pedestrian Bridge

1.02 *The Project*

- A. The Project, of which the Goods and Special Services are a part, is generally described as follows: Evergreen Park Pedestrian Bridge installation on trail construction.

1.03 *Engineer*

- A. Buyer has prepared Procurement Contract Documents. Buyer assumes all duties and responsibilities and has the rights and authority assigned to Engineer in the Procurement Contract Documents in connection with Seller's furnishing of Goods and Special Services.


1.04 *Point of Destination*

- A. The Point of Destination is designated as: Evergreen Park (Area 5) , Sheboygan, WI

ARTICLE 2—PROCUREMENT CONTRACT TIMES

2.01 *Time of the Essence*

- A. All time limits for Milestones, including the submittal of Shop Drawings and Samples, the delivery of Goods, and the furnishing of Special Services as stated in the Procurement Contract Documents, are of the essence of the Procurement Contract.

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 01
		Bid Number:	2458-21

2.02 *Schedule of Procurement Contract Times*

- A. The following schedule sets forth the Procurement Contract Times:

Milestone	Date or Days	Notes
Submit Shop Drawings for Approval	4 weeks after Effective Date of Contract	
Deliver acceptable Goods to Point of Destination	14 weeks after approval of shop drawings	Delivery to be coordinated with chosen installation contractor.

2.03 *Shop Drawings and Samples*

- A. *Submittal of Shop Drawings and Samples:* Seller shall submit all Shop Drawings and Samples required by the Procurement Contract Documents to Engineer for its review and approval.
- B. *Engineer's Review:* It is the intent of the parties that Engineer will conduct its review of Shop Drawings and Samples and issue its approval, or a denial accompanied by substantive comments regarding information needed to gain approval, within 14 days after Seller's submittal of such Shop Drawings and Samples, or within such longer period that is needed because of the quantity and quality of such submittals. Resubmittals will be limited whenever possible.


2.04 *Liquidated Damages*

- A. Buyer and Seller recognize that time is of the essence as stated in Paragraph 2.01, and that Buyer will suffer financial and other losses if the Goods are not delivered to the Point of Destination and ready for receipt of delivery by Buyer within the time specified in Paragraph 2.02, plus any extensions thereof allowed in accordance with this Procurement Contract. The parties also recognize that the timely performance of services by others involved in the Project is materially dependent upon Seller's specific compliance with the delivery requirements of Paragraph 2.02. Further, the parties recognize the time, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the loss (whether direct, consequential, or otherwise) suffered by Buyer if complete, acceptable Goods are not delivered on time. Accordingly, instead of requiring any such proof, Buyer and Seller agree that as liquidated damages for delay (but not as a penalty) Seller shall pay Buyer \$295 for each day that expires after the time specified in Paragraph 2.02 for delivery of acceptable Goods.

ARTICLE 3—PROCUREMENT CONTRACT PRICE

3.01 *Procurement Contract Price and Total Price*

- A. The Procurement Contract Price is comprised of the Lump Sum amounts set forth in the following paragraph.
- B. Buyer shall pay Seller a Lump Sum of \$_____ for furnishing the Goods and Special Services (other than any Unit Price Goods and Special Services) in accordance with the Procurement Contract Documents.

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 01
		Bid Number:	2458-21

ARTICLE 4—PAYMENT PROCEDURES

4.01 *Submittal and Processing of Applications for Payment*

- A. Seller shall submit Applications for Payment in accordance with Article 13 of the General Conditions and the following paragraphs. Engineer and Buyer will process such Applications for Payment in accordance with said Article 13.

4.02 *Progress Payments; Final Payment*

- A. Seller may submit an Application for Payment requesting the stated percentage of Procurement Contract Price upon attainment of each of the following Payment Line Items:

Payment Line Item (Lump Sum)	Percentage of Lump Sum
1. Receipt of Approval of Shop Drawings and Samples	15
2. Delivery of Goods to Point of Destination in accordance with the Procurement Contract Documents	80
3. Final Payment: Correction of non-conformities, submittal of warranties and other final documentation required by the Procurement Contract Documents.	5
Total Procurement Contract Price (Lump Sum)	100

- B. Buyer shall pay Seller the amount owed under an Application for Payment within 30 days after Engineer's presentation to Buyer of the Application for Payment and Engineer's recommendation.

4.03 *Interest*

- A. All amounts not paid when due will bear interest as the rate of 0 percent per annum.

ARTICLE 5—ASSIGNMENT OF PROCUREMENT CONTRACT


5.01 *Assignment of Contract*

- A. No assignment by a party hereto of any rights under or interests in the Procurement Contract will be binding on another party hereto without the written consent of the party sought to be bound. Specifically, but without limitation, Procurement Contract payments or other money that may become due, and Procurement Contract payments or other money that are due, may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Laws and Regulations). Unless specifically stated to the contrary in any written consent to such an assignment, such an assignment will not release or discharge the assignor from any duty or responsibility under the Procurement Contract Documents.

ARTICLE 6—PROCUREMENT CONTRACT DOCUMENTS

6.01 *List of Procurement Contract Documents*

- A. The Procurement Contract Documents consist of the following:
 1. This Procurement Agreement.
 2. General Conditions of the Procurement Contract.
 3. Supplementary Conditions of the Procurement Contract.


PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 01
		Bid Number:	2458-21

4. Procurement Specifications as listed in the table of contents of the project manual (copy of list attached and incorporated by reference).
5. Procurement Drawings as listed in the table of contents of the drawings (copy of list attached and incorporated by reference).
6. Addenda (not attached but incorporated by reference)
 - a. Number {Number} dated {Date}.
 - b. Number {Number} dated {Date}.
 - c. Number {Number} dated {Date}.
7. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
8. The following which may be delivered or issued on or after the Effective Date of the Procurement Contract and are not attached hereto:
 - a. Change Orders;
 - b. Change Directives; and
 - c. Field Orders.
- B. The documents listed in Paragraph 6.01.A are attached to this Procurement Agreement (except as expressly noted otherwise above).
- C. There are no Procurement Contract Documents other than those listed above.
- D. The Procurement Contract Documents may only be amended or supplemented as provided in Paragraph 11.01 of the Procurement General Conditions.

ARTICLE 7—SELLER'S REPRESENTATIONS AND CERTIFICATIONS

7.01 *Seller's Representations*

- A. In order to induce Buyer to enter into this Procurement Agreement, Seller makes the following representations:
 1. Seller has examined and carefully studied the Procurement Contract Documents.
 2. If required by the Instructions to Bidders to visit the Point of Destination and the site where the Goods are to be installed or Special Services will be provided, or if, in Seller's judgment, any observable local or site conditions may affect the delivery, cost, progress, or furnishing of the Goods and Special Services, then Seller has visited the Point of Destination and site where the Goods are to be installed or Special Services will be provided (as applicable) and become familiar with and is satisfied as to the observable local and site conditions that may affect delivery, cost, progress, and furnishing of the Goods and Special Services.
 3. Seller is familiar with and is satisfied as to all Laws and Regulations that may affect the cost, progress, and performance of Seller's obligations under the Procurement Contract.

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 01
		Bid Number:	2458-21

4. Seller has carefully studied, considered, and correlated the information known to Seller with respect to the effect of such information on the cost, progress, and performance of Seller's obligations under the Procurement Contract.
5. Seller has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Seller has discovered in the Procurement Contract Documents, and the written resolution (if any) thereof by Engineer is acceptable to Seller.
6. The Procurement Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance of Seller's obligations under the Procurement Contract.
7. Seller's entry into this Procurement Contract constitutes an incontrovertible representation by Seller that without exception all prices in the Procurement Agreement are premised upon furnishing the Goods and Special Services as required by the Procurement Contract Documents.

7.02 *Seller's Certifications*

- A. Seller certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Procurement Contract. For the purposes of this Paragraph 7.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Procurement Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Procurement Contract to the detriment of Buyer, (b) to establish bid or contract prices at artificial non-competitive levels, or (c) to deprive Buyer of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Buyer, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Procurement Contract.


ARTICLE 8—CONFIDENTIALITY

Reserved

ARTICLE 9—MUTUAL WAIVER


9.01 *Mutual Waiver of Consequential Damages*

- A. Buyer and Seller waive against each other, and against the other's officers, directors, members, partners, employees, agents, consultants, and subcontractors, any and all claims for or entitlement to incidental, indirect, or consequential damages arising out of, resulting from, or related to the Procurement Contract. If Buyer (Project Owner) assigns this Procurement Contract to a construction contractor (Contractor/Assignee), then the terms of this Paragraph 9.01.A will be binding upon the Contractor/Assignee with respect to Seller and assignor. The terms of this mutual waiver do not apply to or limit any claim by either Buyer or Seller against the other based on any of the following: (a) contribution or indemnification,

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement
		Section:	00 52 01
		Bid Number:	2458-21

(b) liquidated damages, (c) costs, losses, or damages attributable to personal or bodily injury, sickness, disease, or death, or to injury to or destruction of the tangible property of others, (d) intentional or reckless wrongful conduct, or (e) rights conferred by any bond provided by Seller under this Procurement Contract.

(CONTINUED ON NEXT PAGE)

		PROJECT MANUAL		
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Agreement	
		Section:	00 52 01	
		Bid Number:	2458-21	Page:

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER:
City of Sheboygan

CONTRACTOR:
{Contractor} _____

By: _____
(signature)
Name, _____
Title: Ryan Sorenson, Mayor

By: _____
(signature)
Name, _____
Title: _____
(printed)

Date: _____

Date: _____

Attest:

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

By: _____
(signature)
Name, _____
Title: Meredith DeBruin, City Clerk

Address for giving notices:

Date: _____

Signatures authorized pursuant to Res. ___-21-22.

Address for giving notices:
City of Sheboygan - Engineering Division
2026 New Jersey Avenue
Sheboygan, WI 53081

Approved as to form and Execution:

By: _____
(signature)
Name, Charles C. Adams, City Attorney
Title:
Date: _____

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

Prepared By



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STANDARD GENERAL CONDITIONS OF THE PROCUREMENT CONTRACT

TABLE OF CONTENTS

	Page
Article 1— Definitions and Terminology.....	1
1.01 Defined Terms.....	1
1.02 Terminology.....	4
Article 2— Preliminary Matters.....	5
2.01 Delivery of Bonds and Evidence of Insurance.....	5
2.02 Copies of Documents.....	5
2.03 Electronic Transmittals.....	6
2.04 Preliminary Schedules.....	6
2.05 Preliminary Conference.....	6
2.06 Safety.....	6
Article 3— Procurement Contract Documents.....	7
3.01 Intent.....	7
3.02 Reference Standards.....	7
3.03 Reporting and Resolving Discrepancies.....	8
3.04 Requirements of the Procurement Drawings and Procurement Specifications.....	8
3.05 Reuse of Documents.....	9
Article 4— Commencement and Schedule.....	9
4.01 Commencement of Procurement Contract Times.....	9
4.02 Continuing Performance.....	9
4.03 Adjustments to Progress Schedule.....	9
4.04 Delays.....	10
Article 5— Bonds and Insurance.....	11
5.01 Performance, Payment, and Other Bonds.....	11
5.02 Insurance.....	12
5.03 Surety or Insurance Companies.....	12
Article 6— Licenses and Fees.....	12
6.01 Intellectual Property and License Fees.....	12
6.02 Seller’s Infringement.....	13

6.03	Buyer’s Infringement	13
Article 7— Seller’s Responsibilities		14
7.01	Performance of Obligations	14
7.02	Labor, Materials and Equipment	14
7.03	Laws and Regulations.....	14
7.04	“Or Equals”	15
7.05	Taxes	16
7.06	Submittals	16
7.07	Indemnification	18
7.08	Concerning Subcontractors and Suppliers.....	19
Article 8— Shipping and Delivery		19
8.01	Shipping.....	19
8.02	Delivery	19
8.03	Risk of Loss	19
Article 9— Buyer’s Rights.....		20
9.01	Seller’s Warranties and Guarantees	20
9.02	Inspections and Testing	21
9.03	Non-Conforming Goods and Special Services	22
9.04	Correction Period	23
Article 10— Engineer’s Status.....		23
10.01	Engineer’s Role Defined	23
10.02	Duties and Responsibilities; Authority; Limitations	24
Article 11— Changes.....		24
11.01	Amending and Supplementing the Procurement Contract	24
11.02	Change Orders	25
11.03	Change Directives.....	25
11.04	Field Orders	25
11.05	Buyer-Authorized Changes in the Goods and Special Services.....	26
11.06	Buyer’s Contingency Allowance	26
11.07	Unauthorized Changes in the Goods and Special Services	26
11.08	Change of Procurement Contract Price	26
11.09	Change of Procurement Contract Times	27
11.10	Notification to Surety	27

Article 12— Claims, Disputes, and Dispute Resolution	27
12.01 Claims	27
12.02 Dispute Resolution Method	28
Article 13— Payment	29
13.01 Applications for Progress Payments	29
13.02 Review of Applications for Progress Payments.....	29
13.03 Basis and Amount of Progress Payments.....	30
13.04 Suspension of or Reduction in Payment	30
13.05 Final Payment.....	32
13.06 Waiver of Claims	32
Article 14— Cancellation, Suspension, and Termination	33
14.01 Cancellation.....	33
14.02 Suspension of Performance by Buyer	33
14.03 Suspension of Performance by Seller	33
14.04 Breach and Termination.....	33
Article 15— Miscellaneous	34
15.01 Giving Notice	34
15.02 Controlling Law	34
15.03 Computation of Time	34
15.04 Cumulative Remedies	34
15.05 Survival of Obligations	35
15.06 Entire Agreement.....	35
15.07 No Waiver	35
15.08 Headings.....	35
15.09 Successors and Assigns	35

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Whenever used in the Procurement Bidding Requirements or Procurement Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated, which are applicable to the singular or plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Procurement Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Procurement Contract Documents.
 2. *Application for Payment*—The document prepared by Seller, in a form acceptable to Buyer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Procurement Contract Documents.
 3. *Bid*—An offer or proposal of a prospective Seller submitted on the prescribed form setting forth the prices for the Goods and Special Services to be provided.
 4. *Bidder*—An individual or entity that, as a prospective Seller, submits a Bid to Buyer.
 5. *Buyer*—The individual or entity purchasing the Goods and Special Services.
 6. *Change Directive*—A written directive from Buyer to Seller issued on or after the Effective Date of the Procurement Contract, ordering an addition, deletion, or revision in the Goods and Special Services.
 7. *Change Order*—A document which is signed by Seller and Buyer and authorizes an addition, deletion, or revision to the Procurement Contract Documents or an adjustment in the Procurement Contract Price or the Procurement Contract Times, issued on or after the Effective Date of the Procurement Contract. Change Orders may be the result of mutual agreement by Buyer and Seller, or of resolution of a Claim.
 8. *Claim*—A demand or assertion by Buyer or Seller seeking an adjustment of Procurement Contract Price or Procurement Contract Times, or both, or other relief with respect to the terms of the Procurement Contract. A demand for money or services by a third party is not a Claim.
 9. *Contractor/Assignee*—A construction contractor with which Project Owner enters into a construction contract, and to which Project Owner, as initial Buyer, assigns this Procurement Contract.
 10. *Effective Date of the Procurement Contract*—The date indicated in the Procurement Agreement on which the Procurement Contract becomes effective.
 11. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

12. *Electronic Means*—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: the transmission or communication of Electronic Documents; the documentation of transmissions, including sending and receipt; printing of the transmitted Electronic Document by the recipient; the storage and archiving of the Electronic Document by sender and recipient; and the use by recipient of the Electronic Document for purposes permitted by this Procurement Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
13. *Engineer*—The individual or entity designated as such in the Procurement Agreement.
14. *Field Order*—A written order issued by Engineer which requires minor changes in the Goods or Special Services, but which does not involve a change in the Procurement Contract Price or Procurement Contract Times.
15. *Goods*—The tangible and movable personal property that is described in the Procurement Contract Documents, regardless of whether the property is to be later attached to realty.
16. *Goods and Special Services*—The full scope of materials, equipment, other items, and services to be furnished by Seller, including Goods, as defined herein, and Special Services, if any, as defined herein. This term refers to both the Goods and the Special Services, or to either the Goods or the Special Services, and to any portion of the Goods or the Special Services, as the context requires.
17. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
18. *Milestone*—A principal event specified in the Procurement Contract that Seller must attain by the date or within the number of days indicated, including but not limited to the delivery of the Goods and the furnishing of Special Services.
19. *Notice of Award*—The written notice, by Buyer to a Bidder, of Buyer’s acceptance of the Bid.
20. *Point of Destination*—The specific address of the location where delivery of the Goods will be made, as stated in the Procurement Agreement.
21. *Procurement Agreement*—The written instrument, executed by Buyer and Seller, that sets forth the Procurement Contract Price and Procurement Contract Times, identifies the parties and the Engineer, and designates the specific items that are Procurement Contract Documents.
22. *Procurement Bidding Documents*—The Procurement Bidding Requirements and the proposed Procurement Contract Documents (including all Addenda).
23. *Procurement Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid security of acceptable form, if any, and Bid Form with any supplements.
24. *Procurement Contract*—The entire and integrated written agreement between Buyer and Seller concerning the Goods and Special Services.

25. *Procurement Contract Documents*—Those items so designated in the Procurement Agreement, and which together comprise the Procurement Contract. Shop Drawings and other Seller submittals are not Procurement Contract Documents, even if accepted, reviewed, or approved by Engineer or Buyer.
26. *Procurement Contract Price*—The money that Buyer has agreed to pay Seller for furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.
27. *Procurement Contract Times*—The times stated in the Procurement Agreement by which the Goods must be delivered, Special Services must be furnished, and other Milestones must be attained.
28. *Procurement Drawings*—That part of the Procurement Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Goods and Special Services to be furnished by Seller. Shop Drawings and other Seller submittals are not Procurement Drawings as so defined.
29. *Procurement Specifications*—That part of the Procurement Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the furnishing of the Goods and Special Services, and certain administrative requirements and procedural matters applicable thereto.
30. *Project*—The total undertaking to be accomplished for Project Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Goods and Special Services are a part.
31. *Project Owner*—The entity that has retained (or will retain) engineers, contractors, and others for the planning, study, design, construction, testing, commissioning, and start-up of facilities and improvements. As of the Effective Date of the Procurement Contract, the Project Owner is the Buyer.
32. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Goods and Special Services and which establish the standards by which such portion of the Goods and Special Services will be judged.
33. *Schedule of Submittals*—A schedule, prepared and maintained by Seller, of required Submittals and the time requirements for Engineer's review of the Submittals.
34. *Seller*—The individual or entity furnishing the Goods and Special Services.
35. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Seller and submitted by Seller to illustrate some portion of the Goods and Special Services. Shop Drawings, whether approved or not, are not Procurement Drawings and are not Procurement Contract Documents.
36. *Special Services*—Services to be performed by Seller (or its agents or subcontractors) in association with the Goods to be furnished by Seller, as required by the Procurement Contract Documents.
37. *Submittal*—A written or graphic document, prepared by or for Seller, which the Procurement Contract Documents require Seller to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals

may include Shop Drawings and Samples; schedules; product data; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or site quality-control testing and inspections; warranties and certifications; suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; record documents; and other such documents required by the Procurement Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Procurement Contract Documents. Change proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. *Successful Bidder*—The Bidder whose Bid the Buyer accepts, and to which Buyer makes an award of the Procurement Contract.
39. *Supplementary Conditions*—The part of the Procurement Contract that amends or supplements these General Conditions.
40. *Unit Price Goods and Special Services*—Goods and Special Services to be paid for on the basis of unit prices (if any).

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B and 1.02.C are not defined, but have the indicated meanings when used in the Bidding Requirements or Procurement Contract Documents.
- B. *Intent of Certain Terms or Adjectives*
 1. The Procurement Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Goods and Special Services. It is intended that such exercise of professional judgment, action, or determination will be commercially reasonable and will be solely to evaluate, in general, the Goods and Special Services for compliance with the requirements of and information in the Procurement Contract Documents and conformance with the design concept of the completed Project as a functioning whole, as shown or indicated in the Procurement Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective will not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing of Goods or Special Services or any duty or authority to undertake responsibility contrary to any other provision of the Procurement Contract Documents.
 2. The word “non-conforming” when modifying the words “Goods and Special Services,” “Goods,” or “Special Services,” refers to Goods and Special Services that are unsatisfactory, faulty, or deficient in that they:
 - a. do not conform to or comply with the requirements of the Procurement Contract Documents;
 - b. do not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Procurement Contract Documents; or

- c. in the case of Special Services, have not been completed.
 - 3. The word "receipt" when referring to the Goods, means the physical taking and possession by the Buyer under the conditions specified in Paragraph 9.02.B.2.
 - 4. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
 - 5. The word "furnish," when used in connection with the Goods and Special Services means to supply and deliver said Goods to the Point of Destination (or some other specified location) and to perform said Special Services fully, all in accordance with the Procurement Contract Documents.
- C. *Procurement Contract Price or Procurement Contract Times:* References to a change in "Procurement Contract Price or Procurement Contract Times" or "Procurement Contract Times or Procurement Contract Price" or similar, indicate that such change applies to (1) Procurement Contract Price, (2) Procurement Contract Times, or (3) both Procurement Contract Price and Procurement Contract Times, as warranted, even if the term "or both" is not expressed.
- D. Unless stated otherwise in the Procurement Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Procurement Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

- A. When Seller delivers the executed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer the performance bond and payment bond (if the Procurement Contract requires Seller to furnish such bonds).
- B. *Evidence of Seller's Insurance:* When Seller delivers the signed counterparts of the Procurement Agreement to Buyer, the Seller also shall deliver to Buyer, with copies to each additional insured (as identified in the Procurement Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Seller in accordance with Article 5. Evidence of insurance to be obtained at a later date, such as insurance relating to transit or storage of the Goods, will be provided to Buyer at the time of such insurance is obtained.
- C. *Evidence of Buyer's Insurance:* After receipt of the signed counterparts of the Procurement Agreement and all required bonds and insurance documentation, Buyer shall promptly deliver to Seller, with copies to each additional insured (as identified in the Procurement Contract), certificates and other evidence of insurance (if any) required to be provided by Buyer.

2.02 *Copies of Documents*

- A. Buyer shall furnish to Seller four printed copies of the Procurement Contract (including one fully executed counterpart of the Procurement Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

2.03 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Procurement Contract, the Buyer, Seller, and Engineer may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Procurement Contract does not establish protocols for Electronic Means, then Buyer, Seller, and Engineer shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

2.04 *Preliminary Schedules*

- A. Within 15 days after the Effective Date of the Procurement Contract, Seller shall submit to Buyer and Engineer for timely review:
 - 1. a progress schedule of activities, consistent with the Procurement Contract Times, including at a minimum, Shop Drawing and Sample submittals, tests, and deliveries as required by the Procurement Contract Documents.
 - a. The progress schedule will be acceptable to Buyer and Engineer if it provides an orderly progression of the Submittals, tests, and deliveries to completion within the specified Milestones of the Procurement Contract Times.
 - b. Such acceptance will not impose on Buyer or Engineer responsibility for the progress schedule, for sequencing, scheduling, or progress of Seller's performance of its obligations under the Procurement Contract, nor interfere with or relieve Seller from Seller's full responsibility therefor.
 - c. Such acceptance will not be deemed as an acknowledgment of the reasonableness and attainability of the schedule.
 - 2. a preliminary schedule of Submittals.
- B. No progress payment will be made to Seller until an acceptable progress schedule and acceptable schedule of Submittals are submitted to Buyer and Engineer (and other conditions applicable to progress payments are met).

2.05 *Preliminary Conference*

- A. Within 20 days after the Procurement Contract Times start to run, a conference attended by Seller, Buyer, Engineer and others as appropriate will be held to establish a working understanding among the parties as to the Goods and Special Services and to discuss the schedules referred to in Paragraph 2.04.A, procedures for handling Shop Drawings and other Submittals, processing Applications for Payment, and maintaining required records.

2.06 *Safety*

- A. Buyer and Seller shall comply with all applicable Laws and Regulations relating to the safety of persons or property, and to the protection of persons or property from damage, injury, or loss.

- B. When Seller's personnel, or the personnel of any subcontractor to Seller, are present at the Point of Destination or any work area or site controlled by Buyer, the Seller shall be responsible for the compliance by such personnel with any applicable requirements of Buyer's safety programs that are made known to Seller.
- C. If Buyer or its representatives visit the Seller's manufacturing or storage facilities, for testing, inspection, or other purposes, Seller shall inform Buyer in advance of any safety preparations, standards, or programs with which Buyer and its representatives must comply.

ARTICLE 3—PROCUREMENT CONTRACT DOCUMENTS

3.01 *Intent*

- A. The Procurement Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- B. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Procurement Contract Documents or from prevailing custom or trade usage as being required to produce or furnish the indicated Goods and Special Services will be provided, whether or not specifically called for, at no additional cost to Buyer.
- C. Unless otherwise stated in the Procurement Contract Documents, if there is a discrepancy between the electronic or digital versions of the Procurement Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version will govern.
- D. The Procurement Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Procurement Contract Documents, as provided in Paragraph 3.04.
- F. Any provision or part of the Procurement Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Buyer and Seller.

3.02 *Reference Standards*

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws and Regulations, whether such reference be specific or by implication, means the standard, specification, manual, code, or Laws and Regulations in effect at the time of opening of Bids (or on the Effective Date of the Procurement Agreement if there were no Bids), except as may be otherwise specifically stated in the Procurement Contract Documents.
- B. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a supplier, will be effective to change the duties or responsibilities of Buyer, Seller, or Engineer from those set forth in the part of the Procurement Contract Documents prepared by or for Engineer. No such provision or instruction will be effective to assign to Buyer or Engineer any duty or authority to supervise or direct the performance of Seller's obligations, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Procurement Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Seller's Review of Procurement Contract Documents:* If, before or during the performance of Seller's obligations, Seller discovers any conflict, error, ambiguity, or discrepancy within the Procurement Contract Documents, or between the Procurement Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any supplier to Seller, then Seller shall promptly report it to Engineer (or if the Procurement Contract is assigned, then directly to Contractor/Assignee) in writing. Seller shall not proceed with the Goods and Special Services affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer (or if the Procurement Contract is assigned, then by Contractor/Assignee) or by an amendment or supplement to the Procurement Contract Documents issued pursuant to Article 11.
2. Seller shall not be liable to Buyer or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Procurement Contract Documents unless Seller had actual knowledge thereof.

B. *Resolving Discrepancies:* Except as may be otherwise specifically stated in the Procurement Contract Documents, the provisions of the Procurement Contract Documents will take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Procurement Contract Documents and:

1. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Procurement Contract Documents); or
2. the provisions of any Laws or Regulations applicable to the furnishing of the Goods and Special Services (unless such an interpretation of the provisions of the Procurement Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Procurement Drawings and Procurement Specifications*

- #### A.
- During the performance of Seller's obligations and until final payment, Seller and Buyer shall submit to the Engineer all matters in question concerning the requirements of the Procurement Drawings and Procurement Specifications (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Goods and Special Services, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Procurement Drawings and Procurement Specifications, and judge of the acceptability of the Goods and Special Services thereunder.
1. After assignment (if any) Seller shall submit such matters directly to Contractor/Assignee for response or administration, and the Procurement Contract provisions in Paragraphs 3.04.B and C will not apply.
- #### B.
- Engineer will issue with reasonable promptness a written clarification, interpretation, or decision on the issue submitted, and if necessary, initiate an amendment or supplement to the Procurement Drawings or Procurement Specifications. Engineer's written clarification, interpretation, or decision will be consistent with the overall intent of the Procurement Contract Documents, and will be final and binding on Seller and Buyer. If either Buyer or Seller believes that a written clarification or interpretation justifies an adjustment in the

Procurement Contract Price or Procurement Contract Times, either may make a Claim for such adjustment as provided in Article 12.

- C. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of the Goods and Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation.

3.05 *Reuse of Documents*

- A. Seller and its subcontractors and suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Procurement Drawings, Procurement Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Procurement Drawings, Procurement Specifications, other documents, or copies thereof, on extensions of the Project or any other project, without written consent of Buyer and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Procurement Contract Documents, reuse any such Procurement Contract Documents for any purpose without Buyer's express written consent, or violate any copyrights pertaining to such Procurement Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Procurement Contract. Nothing herein precludes Seller from retaining copies of the Procurement Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND SCHEDULE

4.01 *Commencement of Procurement Contract Times*

- A. The Procurement Contract Times will commence to run on the Effective Date of the Procurement Contract.

4.02 *Continuing Performance*

- A. Seller shall adhere to the progress schedule established in accordance with Paragraph 2.04.A., as duly adjusted, and the Goods will be delivered and the Special Services furnished within the Procurement Contract Times.
- B. Seller shall carry on furnishing of the Goods and Special Services and adhere to the progress schedule during all disputes or disagreements with Buyer. No furnishing of Goods and Special Services will be delayed or postponed pending resolution of any disputes or disagreements, except as expressly permitted herein, or as Buyer and Seller may otherwise agree in writing.

4.03 *Adjustments to Progress Schedule*

- A. The progress schedule established in accordance with Paragraph 2.04 may be adjusted from time to time as provided below.

1. Seller shall submit to Buyer for acceptance (to the extent indicated in Paragraph 2.04) proposed adjustments in the progress schedule that will not result in changing the Procurement Contract Times. Such adjustments will comply with any applicable provisions of the Procurement Specifications.
2. Proposed adjustments in the progress schedule that will change the Procurement Contract Times must be submitted in accordance with the requirements of Article 11. Adjustments in Procurement Contract Times may only be made by a Change Order.

4.04 Delays

- A. If Buyer, Engineer, or anyone for whom Buyer is responsible, delays, disrupts, or interferes with Seller's performance or progress, then Seller shall be entitled to an equitable adjustment in Procurement Contract Price or Procurement Contract Times.
- B. Seller shall not be entitled to an adjustment in Procurement Contract Price or Procurement Contract Times for delay, disruption, or interference caused by or within the control of Seller or anyone for whom Seller is responsible.
- C. If Seller's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Buyer, Seller, and those for which they are responsible, then Seller shall be entitled to an equitable adjustment in Procurement Contract Times. Such an adjustment will be Seller's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Procurement Contract Times under this paragraph include but are not limited to the following:
 1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 2. abnormal weather conditions;
 3. inspection delays by governmental authorities, and custom delays;
 4. international shipping delays;
 5. acts or failures to act of third-party entities; and
 6. acts of war or terrorism.
- D. *Adjustments of Procurement Contract Times or Procurement Contract Price—General Provisions:* Seller's entitlement to an adjustment of Procurement Contract Times or Procurement Contract Price is limited as follows:
 1. Seller's entitlement to an adjustment of the Procurement Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of Seller's obligations, as of the time of the delay, disruption, or interference.
 2. Seller shall not be entitled to an adjustment in Procurement Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Seller. Such a concurrent delay by Seller does not preclude an adjustment of Procurement Contract Times to which Seller is otherwise entitled.

3. Adjustments of Procurement Contract Times or Procurement Contract Price are subject to the provisions of Articles 11 and 12.
- E. Each Seller request seeking a delay-related increase in Procurement Contract Times or Procurement Contract Price must be supplemented by supporting data that sets forth in detail the following: (1) the circumstances that form the basis for the requested adjustment; (2) the date upon which each cause of delay, disruption, or interference began to affect Seller's progress; (3) the date upon which each cause of delay, disruption, or interference ceased to affect Seller's progress; (4) the number of days' increase in Procurement Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and (5) the impact on Procurement Contract Price. Seller shall also furnish such additional supporting documentation as Buyer or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion.

ARTICLE 5—BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

- A. Seller shall furnish a performance bond and a payment bond, each in an amount at least equal to the Procurement Contract Price, as security for the faithful performance and payment of Seller's obligations under the Procurement Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 9.04, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Procurement Contract.
- B. Seller shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Procurement Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Buyer prior to execution of the Procurement Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Seller shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Seller is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Seller shall promptly notify Buyer and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements of this Procurement Contract.

- F. If Seller has failed to obtain a required bond, Buyer may exercise Buyer's termination rights under Article 14.
- G. Upon request to Buyer from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Buyer shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Seller from any subcontractor, supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of Seller's obligations, Seller shall provide a copy of the payment bond to such person or entity.

5.02 *Insurance*

- A. Seller shall provide insurance of the types and coverages and in the amounts stipulated in the Supplementary Conditions.
- B. Failure of Buyer to demand certificates of insurance or other evidence of Seller's full compliance with these insurance requirements or failure of Buyer to identify a deficiency in compliance from the evidence provided will not be construed as a waiver of Seller's obligation to maintain such insurance.
- C. Upon assignment of this Procurement Contract, Seller shall name the Contractor/Assignee as an additional insured and comply with the written request of Contractor/Assignee to provide evidence of insurance.
- D. Buyer does not represent that insurance coverage and limits established in this Procurement Contract necessarily will be adequate to protect Seller.
- E. The insurance and insurance limits required herein will not be deemed as a limitation on Seller's liability under the indemnities and other rights granted to Buyer in the Procurement Contract.

5.03 *Surety or Insurance Companies*

- A. All bonds and insurance required by the Procurement Contract Documents to be purchased and maintained by Buyer or Seller shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies must also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

ARTICLE 6—LICENSES AND FEES

6.01 *Intellectual Property and License Fees*

- A. Except to the extent stated elsewhere in the Procurement Contract Documents, Seller is not transferring any patent rights, copyrights, or other intellectual property rights for the Goods delivered.
- B. To the extent Seller is manufacturing to Buyer's design, Buyer retains all patent rights, copyrights, and other intellectual property rights in such design.
- C. If an invention, design, process, product, or device is specified in the Procurement Contract Documents for incorporation in the Goods or for the performance of Special Services, and if, to the actual knowledge of Buyer or Engineer, its use is subject to patent rights, copyrights,

or other intellectual property rights calling for the payment of a license fee or royalty to others, then the existence of such rights and payment obligations will be disclosed to Seller in the Procurement Contract Documents.

- D. Seller shall pay all license fees and royalties and assume all costs incident to the use or the furnishing of the Goods, unless specified otherwise by the Procurement Contract Documents.

6.02 *Seller's Infringement*

- A. Subject to Paragraph 6.01, to the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, damages, and judgments (including but not limited to all reasonable fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement or alleged infringement of any patent, copyright, or other intellectual property right by any of the Goods as delivered or Special Services as performed.
- B. Buyer will promptly notify Seller in writing of any claim, suit, or threat of suit by a third party for any infringement or alleged infringement of any patent, copyright, or other intellectual property right with respect to the Goods as delivered or Special Services as performed.
- C. Seller shall promptly defend or settle the claim or suit. Seller shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Seller fails to defend such suit or claim after written notice by Buyer, Seller will be bound, in any subsequent suit or claim against Seller by Buyer, by any factual determination in the prior suit or claim.
 - 2. If Buyer fails to provide Seller the opportunity to defend such suit or claim, Buyer shall be barred from any remedy against Seller for such suit or claim.
- D. If a determination is made that Seller has infringed upon the intellectual property rights of another, Seller may, at Seller's own expense, obtain the necessary licenses for Buyer's benefit, or replace the Goods and provide related design and construction, consistent with the requirements of the Procurement Contract Documents, to avoid the infringement.

6.03 *Buyer's Infringement*

- A. Subject to Paragraph 6.01, and to the fullest extent permitted by Laws and Regulations, Buyer shall be responsible to Seller for any infringement or alleged infringement of any patent, copyright, or other intellectual property right caused by Seller's compliance with the Procurement Drawings or Procurement Specifications, and will reimburse Seller for any license fee or royalties paid by Seller to others if such payment resulted from any invention, design, process, product, or device specified to be furnished or performed in the Procurement Drawings or Procurement Specifications, but not identified as being subject to payment of such license fee or royalty.
- B. Seller will promptly notify Buyer in writing of any claim, suit, or threat of suit by a third party for intellectual property infringement arising from Seller's compliance with the Procurement Drawings or Procurement Specifications.

- C. Buyer shall defend or settle the claim or suit. Buyer shall have control over such claim or suit, bear all expenses, and satisfy any adverse judgment.
 - 1. If Buyer fails to defend such suit or claim after written notice by Seller, Buyer will be bound, in any subsequent suit or claim against Buyer by Seller, by any factual determination in the prior suit or claim.
 - 2. If Seller fails to provide Buyer the opportunity to defend such suit or claim, Seller shall be barred from any remedy against Buyer for such suit or claim.

ARTICLE 7—SELLER’S RESPONSIBILITIES

7.01 *Performance of Obligations*

- A. Seller shall be solely responsible for the means, methods, techniques, sequences, and procedures necessary to perform its obligations in accordance with the Procurement Contract Documents.
- B. Seller shall supervise, inspect, and direct the furnishing of the Goods and Special Services competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform its obligations in accordance with the Procurement Contract Documents.
- C. Seller shall coordinate the provision of Special Services to avoid or limit interference or disruption of other activities at the location where the Special Services are to occur, including but not limited to ongoing facility operations and construction activities.

7.02 *Labor, Materials and Equipment*

- A. Seller shall provide competent, qualified and trained personnel in all aspects of its performance of the Procurement Contract.
- B. All Goods, and all equipment and material incorporated into the Goods, must be as specified, and unless specified otherwise in the Procurement Contract Documents, must be:
 - 1. new, and of good quality;
 - 2. protected, assembled, connected, cleaned, and conditioned in accordance with the original manufacturer’s instructions; and
 - 3. shop-assembled to the greatest extent practicable.

7.03 *Laws and Regulations*

- A. Seller shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of its obligations in accordance with the Procurement Contract Documents. Except where otherwise expressly required by such Laws and Regulations, neither Buyer nor Engineer shall be responsible for monitoring Seller’s compliance with any Laws or Regulations.
- B. If Seller furnishes Goods and Special Services knowing or having reason to know that such furnishing is contrary to Laws or Regulations, Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such performance. It will not be Seller’s responsibility to make certain

that the Procurement Specifications and Procurement Drawings are in accordance with Laws and Regulations, but this provision will not relieve Seller of Seller's obligations under Paragraph 3.03.

- C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Procurement Contract if there were no Bids) that have a direct effect on the cost or time of Seller's performance will be the subject of an adjustment in Procurement Contract Price or Procurement Contract Times. If Buyer and Seller are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Article 12.

7.04 "Or Equals"

- A. Whenever an item of material or equipment to be incorporated into the Goods is specified or described in the Procurement Contract Documents by using the names of one or more proprietary items or specific suppliers or manufacturers, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, other items of material or equipment or material or equipment of other suppliers or manufacturers may be submitted to Buyer for Engineer's review.
 - 1. If in Engineer's sole discretion, such an item of material or equipment proposed by Seller is functionally equal to that named and sufficiently similar so that no change in related work will be required, it may be considered by Engineer as an "or equal" item.
 - 2. For the purposes of this paragraph, a proposed item of material or equipment may be considered functionally equal to an item so named only if in the exercise of reasonable judgment, Engineer determines that: 1) it is at least equal in quality, durability, appearance, strength, and design characteristics; 2) it will reliably perform at least equally well the function imposed by the design concept of the completed Project as a functioning whole; 3) it has an acceptable record of performance and availability of responsive service; and (4) Seller certifies that if approved: a) there will be no increase in any cost, including capital, installation or operating costs, to Buyer; and b) the proposed item will conform substantially to the detailed requirements of the item named in the Procurement Contract Documents.
- B. *Engineer's Evaluation*: Engineer will be allowed a reasonable time within which to evaluate each proposal or Submittal made pursuant to Paragraph 7.04.A. Engineer will be the sole judge of whether to accept or reject such a proposal or Submittal. No "or equal" will be ordered, manufactured or utilized until Engineer's review is complete, which will be evidenced by an approved Shop Drawing. Engineer will advise Buyer and Seller in writing of any negative determination. Notwithstanding Engineer's approval of an "or-equal" item, Seller shall remain obligated to comply with the requirements of the Procurement Contract Documents.
- C. *Special Guarantee*: Buyer may require Seller to furnish at Seller's expense a special performance guarantee or other surety with respect to any such proposed "or-equal."
- D. *Data*: Seller shall provide all data in support of any such proposed "or equal" at Seller's expense.

7.05 *Taxes*

- A. Seller shall pay all taxes and duties arising out of the sale of the Goods and the performance of Special Services. All taxes and duties are included in the Procurement Contract Price, except as noted in the Supplementary Conditions.

7.06 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Seller shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Procurement Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal; and
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of Seller's obligations.
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Seller has satisfied its obligations under the Procurement Contract Documents with respect to Seller's review of that Submittal, and that Seller approves the Submittal.
- 3. With each Shop Drawing or Sample, Seller shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Procurement Contract Documents. This notice will be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

- B. *Submittal Procedures for Shop Drawings and Samples:* Seller shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. *Shop Drawings*

- a. Seller shall submit the number of copies required in the Procurement Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Seller proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.06.C.

2. *Samples*

- a. Seller shall submit the number of Samples required in the Procurement Specifications.

- b. Seller shall clearly identify each Sample as to material, supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.06.C.
 3. Where a Shop Drawing or Sample is required by the Procurement Contract Documents or the Schedule of Submittals, any related work performed by Seller prior to Engineer's review and approval of the pertinent Submittal will be at the sole expense and responsibility of Seller.
- C. *Engineer's Review of Shop Drawings and Samples*
 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Goods, comply with the requirements of the Procurement Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Procurement Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for any variation from the requirements of the Procurement Contract Documents unless Seller has complied with the requirements of Paragraph 7.06.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Procurement Contract Documents in a Field Order or other appropriate Procurement Contract modification.
 5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Seller from responsibility for complying with the requirements of Paragraphs 7.06.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Procurement Contract Documents, will not, under any circumstances, change the Procurement Contract Times or Procurement Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing or Sample will result in such item becoming a Procurement Contract Document.
 8. Seller shall furnish Goods that comply with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.06.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
 1. Seller shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review

and approval. Seller shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.

2. Seller shall furnish required Shop Drawing and Sample Submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Seller shall be responsible for Engineer's charges to Buyer for such time. Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges.
3. If Seller requests a change of a previously approved Shop Drawing or Sample, Seller shall be responsible for Engineer's charges to Buyer for its review time, and Buyer may impose a set-off against payments due Seller to secure reimbursement for such charges, unless the need for such change is beyond the control of Seller.

E. *Submittals Other than Shop Drawings and Samples*

1. The following provisions apply to all Submittals other than Shop Drawings and Samples:
 - a. Seller shall submit all such Submittals to the Engineer in accordance with the schedule of Submittals and pursuant to the applicable terms of the Procurement Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Procurement Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Seller shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.04 and 2.05.

7.07 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, Seller shall indemnify and hold harmless Buyer, Engineer, Project Owner, and any assignee of Buyer, including Contractor/Assignee, and their officers, directors, members, partners, employees, agents, consultants, contractors, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of Seller's obligations under the Procurement Contract, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Goods themselves), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Seller, or any individual or entity directly or indirectly employed by Seller or anyone for whose acts Seller may be liable.

- B. In any and all claims against Buyer, Engineer, Project Owner, or any assignee of Buyer, including Contractor/Assignee, or their officers, directors, members, partners, employees, agents, consultants, contractors, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Seller, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to furnish any of the Goods and Special Services, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.07.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Seller or any such subcontractor, supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.08 *Concerning Subcontractors and Suppliers*

- A. Seller may retain subcontractors and suppliers for the performance of parts of the furnishing of the Goods and Special Services. The Seller's retention of a subcontractor or supplier will not relieve Seller's obligation to Buyer to perform and complete the furnishing the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 8—SHIPPING AND DELIVERY

8.01 *Shipping*

- A. Seller shall select the carrier and bear all costs of packaging, transportation, insurance, special handling, and all other costs associated with shipment and delivery.

8.02 *Delivery*

- A. Seller shall deliver the Goods free on board (FOB) to the Point of Destination, freight prepaid, in accordance with the Procurement Contract Times set forth in the Procurement Agreement, or other date agreed to by Buyer and Seller.
- B. At least 10 days before shipment, Seller shall provide written notice to Buyer of the manner of shipment and the anticipated delivery date. The notice must also include any instructions concerning special equipment or services required at the Point of Destination to unload and care for the Goods. Seller shall also require the carrier to give Buyer at least 24 hours' notice by telephone prior to the anticipated time of delivery.
- C. Buyer will be responsible and bear all costs for unloading the Goods from carrier.
- D. Buyer will assure that adequate facilities are available to receive delivery of the Goods at the time established for delivery, or on another date agreed to by Buyer and Seller.
- E. No partial deliveries will be allowed, unless permitted or required by the Procurement Contract Documents or agreed to in writing by Buyer.
- F. Provisions governing inspection on delivery are set forth in Paragraph 9.02.

8.03 *Risk of Loss*

- A. Risk of loss and insurable interests transfer from Seller to Buyer upon Buyer's receipt of the Goods.
- B. Notwithstanding the provisions of Paragraph 8.03.A, if Buyer rejects the Goods as non-conforming, the risk of loss on such Goods will remain with Seller until Seller corrects the non-conformity or Buyer accepts the Goods. If rejected Goods remain at the Point of

Destination pending modification and acceptance, then Seller shall be responsible for arranging adequate protection and maintenance of the Goods at Seller's expense.

ARTICLE 9—BUYER'S RIGHTS

9.01 *Seller's Warranties and Guarantees*

- A. Seller warrants and guarantees to Buyer that the title to the Goods conveyed will be proper, its transfer rightful, and free from any security interest, lien, or other encumbrance. Seller shall defend, indemnify, and hold Buyer harmless against any liens, claims, or demands contesting or affecting title of the Goods conveyed.
- B. Seller warrants and guarantees to Buyer that all Goods and Special Services will conform with the Procurement Contract Documents, and with the standards established by any Samples approved by Engineer. Engineer shall be entitled to rely on Seller's warranty and guarantee. If the Procurement Contract Documents do not otherwise specify the characteristics or the quality of the Goods, the Goods must comply with the requirements of Paragraph 7.02.B.
- C. Seller's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, improper modification, improper maintenance, or improper operation by persons other than Seller;
 - 2. excessive corrosion or chemical attack, unless corrosive or chemically-damaging conditions were disclosed by Buyer in the Procurement Contract Documents and the Procurement Contract Documents required the Goods to withstand such conditions;
 - 3. use in a manner contrary to Seller's written instructions for installation, operation, and maintenance; or
 - 4. normal wear and tear under normal usage.
- D. Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents will be absolute. None of the following will constitute an acceptance of Goods and Special Services that are non-conforming, or a release of Seller's obligation to furnish the Goods and Special Services in accordance with the Procurement Contract Documents:
 - 1. observations by Buyer, Engineer, or Project Owner;
 - 2. recommendation by Engineer or payment by Buyer of any progress or final payment;
 - 3. use of the Goods by Buyer or Project Owner;
 - 4. any acceptance by Buyer, Engineer, or Project Owner, or any failure to do so;
 - 5. the end of the correction period established in Paragraph 9.04;
 - 6. the issuance of a notice of acceptance;
 - 7. any inspection, test or approval by others; or
 - 8. any correction of non-conforming Goods and Special Services by Buyer or Project Owner.
- E. Buyer shall promptly notify Seller of any breach of Seller's warranties or guarantees.

9.02 *Inspections and Testing*

A. *General Provisions*

1. The Procurement Contract Documents specify required inspections and tests. Buyer shall have the right to perform, or cause to be performed, reasonable inspections and require reasonable tests of the Goods at Seller's facility, and at the Point of Destination. Seller shall allow Buyer a reasonable time to perform such inspections or tests.
2. Seller shall reimburse Buyer for all expenses, except for travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, for inspections and tests specified in the Procurement Contract Documents. If as the result of any such specified testing the Goods are determined to be non-conforming, then Seller shall also bear the travel, lodging, and subsistence expenses of Buyer's and Engineer's representatives, and all expenses of re-inspection or retesting.
3. Buyer shall bear all expenses of inspections and tests that are not specified in the Procurement Contract Documents (other than any re-inspection or retesting resulting from a determination of non-conformity, as set forth in Paragraph 9.03); provided, however, that if as the result of any such non-specified inspections or testing the Goods are determined to be non-conforming, then Seller shall bear all expenses of such inspections and testing, and of any necessary re-inspection and retesting.
4. Seller shall provide Buyer timely written notice of the readiness of the Goods for all inspections, tests, or approvals which the Procurement Contract Documents specify are to be observed by Buyer prior to shipment.
5. Buyer will give Seller timely notice of all specified tests, inspections, and approvals of the Goods which are to be conducted at the Point of Destination, and a representative of Seller will attend such tests, inspections, and approvals.
6. If, on the basis of inspections or testing, the Goods appear to be conforming, Buyer will give Seller prompt notice thereof. If on the basis of inspections or testing, the Goods appear to be non-conforming, Buyer will give Seller prompt notice thereof and will advise Seller of the remedy Buyer elects under the provisions of Paragraph 9.03.
7. Neither payments made by Buyer to Seller prior to any tests or inspections, nor any tests or inspections, will constitute acceptance of non-conforming Goods, or prejudice Buyer's rights under the Procurement Contract.

B. *Visual Inspection on Delivery*

1. Buyer will visually inspect the Goods upon delivery solely for purposes of identifying the Goods, general verification of quantities, and observation of apparent condition. Such visual inspection will not be construed as final or as receipt of any Goods and Special Services that, as a result of subsequent inspections and tests, are determined to be non-conforming.
2. If, on the basis of the visual inspection specified in Paragraph 9.02.B.1, the Goods appear to comply with the requirements of the Procurement Contract Documents as to quantities and condition, then within 10 days of delivery Buyer shall issue to Seller Buyer's acknowledgment of the receipt of Goods.

C. *Final Inspection*

1. After all of the Goods have been incorporated into the Project, tested in accordance with such testing requirements as are specified, and are functioning as required, and Seller has performed and completed all Special Services, Buyer will make a final inspection.
2. If, on the basis of the final inspection, Buyer determines that the Goods and Special Services are conforming, Buyer's notice thereof will constitute Buyer's acceptance of the Goods and Special Services, subject to any limitations stated in the notice.
3. If, on the basis of the final inspection, the Goods and Special Services are non-conforming, Buyer will identify the non-conformity in writing.

9.03 *Non-Conforming Goods and Special Services*

- A. If, on the basis of inspections and testing prior to delivery, the Goods and Special Services are found to be non-conforming, or if at any time after Buyer has acknowledged receipt of delivery and before the expiration of the correction period described in Paragraph 9.04, Buyer determines that the Goods and Special Services are non-conforming, then Seller shall promptly, without cost to Buyer and in response to written instructions from Buyer, either correct such non-conforming Goods and Special Services, or, if Goods are rejected by Buyer, remove and replace the non-conforming Goods with conforming Goods, including all work required for reinstallation.

B. *Buyer's Rejection of Non-Conforming Goods*

1. If Buyer elects to reject the Goods in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Goods. If Goods have been delivered to Buyer, Seller shall promptly, and within the Procurement Contract Times, remove and replace the rejected Goods.
2. Seller shall bear all costs, losses and damages attributable to the removal, replacement, reinspection, and retesting of the non-conforming Goods.
3. Upon rejection of the Goods, Buyer retains a security interest in the Goods to the extent of any payments made and expenses incurred in their testing and inspection.

C. *Buyer's Rejection of Non-Conforming Special Services*

1. If at any time Buyer elects to reject the Special Services in whole or in part, Buyer's notice to Seller will describe in sufficient detail the non-conforming aspect of the Special Services.
2. Seller shall promptly provide conforming Special Services acceptable to Buyer.
3. If Seller fails to provide conforming Special Services, Buyer may remove the Special Services from the scope of the Procurement Contract, and equitably reduce the Procurement Contract Price.

- D. *Remedying Non-Conforming Goods:* If Buyer elects to permit the Seller to modify the Goods to correct the non-conformance, then Seller shall promptly provide a schedule for such modifications and shall make the Goods conforming within a reasonable time.

- E. *Buyer's Acceptance of Non-Conforming Goods:* Instead of requiring correction or removal and replacement of non-conforming Goods discovered either before or after final payment,

Buyer may accept the non-conforming Goods. Seller shall bear all reasonable costs, losses, and damages attributable to Buyer's evaluation of and determination to accept such non-conforming Goods.

- F. *Seller Obligations:* Seller shall pay all claims, costs, losses, and damages, including but not limited to all fees and charges for re-inspection, retesting and for any engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs arising out of or relating to the non-conforming Goods and Special Services. Seller's obligations will include the costs of the correction or removal and replacement of the non-conforming Goods and the replacement of property of Buyer and others destroyed by the correction or removal and replacement of the non-conforming Goods, and obtaining conforming Special Services from others.
- G. *Buyer's Rejection of Conforming Goods:* If Buyer asserts that Goods and Special Services are non-conforming and such Goods and Special Services are determined to be conforming, or if Buyer rejects as non-conforming Goods and Special Services that are later determined to be conforming, then Seller shall be entitled to reimbursement from Buyer of costs incurred by Seller in inspecting, testing, correcting, removing, or replacing the conforming Goods and Special Services, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, and all court or arbitration or other dispute resolution costs associated with the incorrect assertion of non-conformance or rejection of conforming Goods and Special Services.

9.04 *Correction Period*

- A. Seller's responsibility for correcting all non-conformities in the Goods and Special Services will extend for a period of one year after the acceptance of the Goods and Special Services in accordance with Paragraph 9.02.C.2.
- B. Where non-conforming Goods and Services (and damage to other work resulting therefrom) have been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Goods and Services will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- C. Seller's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph may not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 10—ENGINEER'S STATUS

10.01 *Engineer's Role Defined*

- A. Engineer will be Buyer's representative until assignment (if any) of the Procurement Contract.
- B. The duties and responsibilities and the limitations of authority of Engineer prior to assignment, if any, of the Procurement Contract, are set forth in the Procurement Contract Documents.
- C. Engineer's responsibilities, if any, after an assignment (if any) of the Procurement Contract, are set forth in the Procurement Agreement.

10.02 *Duties and Responsibilities; Authority; Limitations*

- A. As set forth in Article 3, Engineer will be the initial interpreter of the Procurement Contract Documents and judge of the acceptability of the Goods and Special Services, and will issue clarifications, interpretations, and decisions regarding such issues.
- B. Acting on behalf of Buyer under the provisions of Article 9, Engineer has the authority to disapprove or reject Goods and Special Services that Engineer believes to be non-conforming. Engineer also has the authority to require special inspection or testing of the Goods or Special Services as provided in Paragraph 9.02, whether or not the Goods are fabricated or installed, or the Special Services are completed.
- C. Engineer may authorize minor deviations or variations in the Procurement Contract Documents by: 1) written approval of specific variations set forth in Shop Drawings when Seller has duly noted such variations as required in Paragraph 7.06.A.3, or 2) a Field Order.
- D. As set forth in Article 12, Engineer will review Claims, and render decisions on Claims.
- E. In rendering any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, and judgments, Engineer will not show partiality to Buyer or Seller. Engineer will not be liable to Buyer, Seller, or others in connection with any interpretations, clarifications, reviews, decisions, disapprovals, acceptances, rejections, authorizations, or judgments conducted or rendered by Engineer in good faith.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for the means, methods, techniques, sequences, or procedures used by Seller to perform its obligations under this Procurement Contract, or the safety precautions and programs incident thereto, or for any failure of Seller to comply with Laws and Regulations applicable to the performance of its obligations. Engineer will not be responsible for Seller's failure to furnish the Goods and Special Services in accordance with the Procurement Contract Documents.

ARTICLE 11—CHANGES

11.01 *Amending and Supplementing the Procurement Contract*

- A. The Procurement Contract may be amended or supplemented by a Change Order, a Change Directive, or a Field Order.
- B. If an amendment or supplement to the Procurement Contract includes a change in the Procurement Contract Price or the Procurement Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Procurement Contract that involve (1) the conformance or acceptability of the Goods and Special Services, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Buyer and Seller may amend other terms and conditions of the Procurement Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Buyer and Seller shall execute appropriate Change Orders covering:
 - 1. Changes in Procurement Contract Price or Procurement Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Goods and Special Services furnished in accordance with a Change Directive;
 - 2. Changes in Procurement Contract Price resulting from a Buyer set-off, unless Seller has duly contested such set-off;
 - 3. Changes in the Goods and Special Services which are: (a) ordered by Buyer pursuant to Paragraph 11.05, (b) required because of Buyer's acceptance of non-conforming Goods and Services under Paragraph 9.03 or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Goods and Special Services involves the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Change Directive; Article 12, Claims; and similar provisions.
- B. If Buyer or Seller refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Change Directives*

- A. A Change Directive will not change the Procurement Contract Price or the Procurement Contract Times but is evidence that the parties expect that the modification ordered or documented by a Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Change Directive's effect, if any, on the Procurement Contract Price and Procurement Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Procurement Contract Documents governing adjustments, expressly including Paragraph 11.08 regarding change of Procurement Contract Price.
- B. If Buyer has issued a Change Directive and Buyer or Seller believes that an adjustment in Procurement Contract Times or Procurement Contract Price is necessary, then such party shall submit a Claim seeking such an adjustment no later than 30 days after the completion of the Goods and Services set out in the Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Goods and Services if the changes do not involve an adjustment in the Procurement Contract Price or the Procurement Contract Times and are compatible with the design concept as indicated by the Procurement Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Buyer and also on Seller, which shall perform the Goods and Special Services involved promptly.
- B. If Seller believes that a Field Order justifies an adjustment in the Procurement Contract Price or Procurement Contract Times, then before proceeding with the Goods and Special Services at issue, Seller shall submit a Claim as provided herein.

11.05 *Buyer-Authorized Changes in the Goods and Special Services*

- A. Without invalidating the Procurement Contract and without notice to any surety, Buyer may, at any time or from time to time, order additions, deletions, or revisions in the Goods and Special Services. Changes involving the design (as set forth in the Procurement Drawings, Procurement Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Goods and Special Services may be accomplished by a Change Order, if Buyer and Seller have agreed as to the effect, if any, of the changes on Procurement Contract Times or Procurement Contract Price; or by a Change Directive. Upon receipt of any such document, Seller shall promptly proceed with the Goods and Special Services involved; or, in the case of a deletion in the Goods and Special Services, promptly cease activities with respect to such deletion. Added or revised Goods and Special Services must be performed under the applicable conditions of the Procurement Contract Documents.

11.06 *Buyer's Contingency Allowance*

- A. The Buyer's Contingency Allowance, if any such is set forth in the Procurement Agreement, is for the sole use of Buyer to cover unanticipated costs.
- B. If Buyer exercises its unilateral right to use all or a portion of the Buyer's Contingency Allowance, Buyer will issue a written directive that documents the costs to which the allowance is applied, Seller's entitlement to compensation, and the consequent reduction in such allowance.
- C. Prior to final payment, the Total Price, as set forth in the Procurement Agreement, will be duly adjusted to account for any unused portion of the Buyer's Contingency Allowance.
- D. The Procurement Agreement, Article 5, addresses the impact on Buyer's Contingency Allowance of an assignment of the Procurement Contract.

11.07 *Unauthorized Changes in the Goods and Special Services*

- A. Seller shall not be entitled to an increase in the Procurement Contract Price or an extension of the Procurement Contract Times with respect to any work performed that is not required by the Procurement Contract Documents, as amended, modified, or supplemented.

11.08 *Change of Procurement Contract Price*

- A. The Procurement Contract Price may only be changed by a Change Order. Any Claim for an adjustment of Procurement Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Procurement Contract Price will be determined as follows:
 - 1. For changes in Unit Price Goods and Special Services, by application of the unit prices to the quantities of the items involved;
 - 2. To the extent the cost of the change is not covered by unit prices, then by a mutually agreed lump sum; or
 - 3. To the extent the cost of the change is not covered by unit prices and the parties do not reach mutual agreement to a lump sum, then on the basis of documented costs plus a Seller's fee for overhead and profit of 15%.

11.09 *Change of Procurement Contract Times*

- A. The Procurement Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Procurement Contract Times must comply with the provisions of Article 12.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Goods and Special Services or the provisions of the Procurement Contract (including, but not limited to, Procurement Contract Price or Procurement Contract Times), the giving of any such notice will be Seller's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS, DISPUTES, AND DISPUTE RESOLUTION

12.01 *Claims*

- A. The parties agree to endeavor to avoid or resolve Claims through direct, good faith discussions and negotiations whenever practicable. Such discussions and negotiations should at the outset address whether the parties mutually agree to suspend the Claims process, including the time periods established in this Paragraph 12.01; if so, a written record of such mutual agreement should be made and jointly executed.
- B. Claimant shall deliver to Engineer and the other party to the Procurement Contract written notice of each Claim within 15 days after the occurrence of the event giving rise to the Claim.
- C. Claimant shall deliver written supporting data to Engineer and the other party within 45 days after such occurrence unless Engineer allows an additional period of time.
- D. Engineer will review each such Claim and render a decision in writing within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- E. If Engineer does not render a formal written decision on a Claim within the time stated in Paragraph 12.01.D., Engineer shall be deemed to have issued a decision denying the Claim in its entirety 31 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any.
- F. The rendering of a decision by Engineer pursuant to this Paragraph 12.01 with respect to any such Claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Buyer or Seller of such rights or remedies as either may otherwise have under the Procurement Contract Documents or by Laws or Regulations in respect of any such Claim, dispute, or other matter. If the exercise of such rights or remedies will imminently be time-barred, a party may take actions necessary to preserve such rights and remedies notwithstanding the lack of the condition precedent referred to in this paragraph.
- G. If a submitted matter in question concerns terms and conditions of the Procurement Contract Documents that do not involve (1) the performance or acceptability of Goods and Special Services under the Procurement Contract Documents, (2) the design (as set forth in the Procurement Drawings, Procurement Specifications, Addenda, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Buyer and Seller that Engineer is unable to provide a decision or interpretation. If Buyer and Seller

are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Paragraph 12.02.

- H. Engineer's written decision on such Claim or a decision denying the Claim in its entirety that is deemed to have been issued pursuant to Paragraph 12.01, will be final and binding upon Buyer and Seller 30 days after it is issued unless within 30 days of issuance Buyer or Seller appeals Engineer's decision by initiating the mediation of such Claim in accordance with the dispute resolution procedures set forth in Paragraph 12.02.
- I. If Article 12 has been amended to delete the mediation requirement, then Buyer or Seller may appeal Engineer's decision within 30 days of issuance by following the alternative dispute resolution process set forth in Article 12, as amended; or if no such alternative dispute resolution process has been set forth, Buyer or Seller may appeal Engineer's decision by 1) delivering to the other party within 30 days of the date of such decision a written notice of intent to submit the Claim to a court of competent jurisdiction, and 2) within 60 days after the date of such decision instituting a formal proceeding in a court of competent jurisdiction.
- J. No Claim for an adjustment in Procurement Contract Price or Procurement Contract Times will be valid if not submitted in accordance with Article 12.
- K. The effect on Claims of an assignment of the Procurement Contract by Buyer to a Contractor/Assignee is addressed in the Procurement Agreement, Article 5.

12.02 *Dispute Resolution Method*

- A. Either Buyer or Seller may initiate the mediation of (1) any Claim decided in writing by Engineer under Paragraph 12.01 before such decision becomes final and binding, or (2) any other dispute between the parties, including but not limited to any dispute arising after final inspection of the Goods and Services. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Procurement Contract. The request for mediation must be submitted in writing to the American Arbitration Association and the other party to the Procurement Contract. Timely submission of the request will stay Engineer's decision from becoming final and binding.
- B. Mediation is a condition precedent to seeking final dispute resolution under Paragraph 12.01.C. Buyer and Seller shall participate in the mediation process in good faith. The process must be concluded within 60 days of filing of the request. The date of termination of the mediation will be determined by application of the mediation rules referenced above.
- C. If the mediation process does not result in resolution of the dispute, then Engineer's written Claim decision under Paragraph 12.01.D or a Claim denial pursuant to Paragraph 12.01.E becomes final and binding, or if applicable such other dispute is deemed resolved in favor of respondent, unless, within 30 days after termination of the mediation, Buyer or Seller:
 - 1. elects in writing to invoke any final dispute resolution process provided for in the Supplementary Conditions, or
 - 2. agrees with the other party to submit the Claim or dispute to another final dispute resolution process, or
 - 3. if no final dispute resolution process has been provided for in the Supplementary Conditions, delivers to the other party written notice of the intent to submit the Claim

or dispute to a court of competent jurisdiction, and within 60 days of the termination of the mediation institutes such formal proceeding.

ARTICLE 13—PAYMENT

13.01 *Applications for Progress Payments*

- A. Seller shall submit to Buyer for Engineer's review Applications for Payment filled out and signed by Seller and accompanied by such supporting documentation as is required by the Procurement Contract Documents and also as Buyer or Engineer may reasonably require.
- B. The timing and amounts of progress payments will be as stipulated in the Procurement Agreement.
- C. Any Application for Payment that is based in whole or in part on the delivery of Goods must be accompanied by a bill of sale, invoice, or other documentation reasonably satisfactory to Buyer warranting that Buyer has rightfully received good title to the Goods from Seller and that, upon payment, the Goods will be free and clear of all liens. Such documentation will include releases and waivers from all parties with viable lien rights.
- D. Buyer shall notify Seller promptly of any deficiency in the required documentation.

13.02 *Review of Applications for Progress Payments*

A. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Buyer, or return the Application to Seller indicating in writing Engineer's reasons for refusing to recommend payment.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Buyer, based on Engineer's observations of Seller's progress, as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Goods and Special Services or other obligations of Seller have progressed to the point indicated;
 - b. the quality of the Goods and Special Services or other obligations of Seller are generally in accordance with the Procurement Contract Documents; and
 - c. the conditions precedent to Seller being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Seller's progress.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Goods and Special Services or other obligations of Seller have been exhaustive, extended to every aspect of the Goods and Special Services or other obligations of Seller in progress, or involved detailed inspections of the Goods and Special Services or other

- obligations of Seller beyond the responsibilities specifically assigned to Engineer in the Procurement Contract; or
- b. there may not be other matters or issues between the parties that might entitle Seller to be paid additionally by Buyer, or entitle Buyer to withhold payment to Seller.
4. Neither Engineer's review of Seller's progress for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Seller's performance or furnishing of Goods and Special Services or other obligations of Seller; or
 - b. for the means, methods, techniques, sequences, or procedures of construction, manufacturing, fabrication, installation, or shipping, or the safety precautions and programs incident thereto; or
 - c. for Seller's failure to comply with Laws and Regulations applicable to Seller's performance under the Procurement Contract; or
 - d. to make any examination to ascertain how or for what purposes Seller has used the money paid for the Procurement Contract Price; or
 - e. to determine that title to any of the Goods or component parts have passed to Buyer free and clear of any Liens.
 5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Buyer stated in Paragraph 13.02.A.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Buyer from loss because:
 - a. the Goods and Services are non-conforming, requiring correction or replacement;
 - b. the Procurement Contract Price has been reduced by Change Orders;
 - c. Buyer has been required to correct non-conforming Goods and Special Services in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E; or
 - d. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Seller and therefore justify termination for cause under the Procurement Contract Documents.

13.03 *Basis and Amount of Progress Payments*

- A. The basis and amounts of the progress payments will be as provided in the Procurement Agreement, subject to the provisions of this Article 13 regarding reductions in payment.

13.04 *Suspension of or Reduction in Payment*

- A. Buyer may temporarily cease making progress payments, or reduce the amount of a progress payment, even though recommended for payment by Engineer, under the following circumstances:

1. Buyer has reasonable grounds to conclude that Seller will not furnish the Goods or the Special Services in accordance with the Procurement Contract Documents, and
 2. Buyer has requested in writing assurances from Seller that the Goods and Special Services will be delivered or furnished in accordance with the Procurement Contract Documents, and Seller has failed to provide adequate assurances within ten days of Buyer's written request.
 3. In addition to any reductions in payment (set-offs) recommended by Engineer, Buyer is entitled to impose a set-off against payment based on any of the following:
 - a. claims have been made against Buyer based on Seller's conduct in the performance or furnishing of the Goods and Special Services, or has incurred costs, losses, or damages resulting from Seller's conduct in the performance or furnishing of the Goods and Special Services, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Seller has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Point of Destination or the worksite;
 - c. Seller has failed to provide and maintain required bonds or insurance;
 - d. Buyer has incurred extra charges or engineering costs related to Submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - e. the Goods and Special Services are non-conforming, requiring correction or replacement;
 - f. Buyer has been required to correct non-conforming Goods and Special Services, in accordance with Paragraph 9.03.C, or has accepted non-conforming Goods and Special Services pursuant to Paragraph 9.03.E;
 - g. the Procurement Contract Price has been reduced by Change Orders;
 - h. an event that would constitute a default by Seller and therefore justify a termination for cause has occurred;
 - i. liquidated or other damages have accrued as a result of Seller's failure to achieve Milestones, Substantial Completion, or final completion of the Goods and Special Services; or
 - j. liens have been filed in connection with the Procurement Contract, except where Seller has delivered a specific bond satisfactory to Buyer to secure the satisfaction and discharge of such liens.
- B. If Buyer refuses to make payment of the full amount recommended by Engineer, Buyer will provide Seller and Engineer immediate written notice stating the reason for such action and promptly pay Seller any amount remaining after deduction of the amount withheld. Buyer shall promptly pay Seller the amount withheld when Seller corrects the reason for such action to Buyer's satisfaction.

13.05 *Final Payment*

- A. After Seller has corrected all non-conformities to the reasonable satisfaction of Buyer and Engineer and furnished all Special Services, Seller may submit its final Application for Payment following the procedures for progress payments.
- B. The final Application for Payment will be accompanied by all documentation called for in the Procurement Contract Documents (including but not limited to all final operations and maintenance manuals, and any special warranties), a list of all unsettled Claims, and the written consent of surety to the making of final payment.
- C. If, on the basis of final inspection and the review of the final Application for Payment and accompanying documentation, Engineer is reasonably satisfied that Seller has furnished the Goods and Special Services in accordance with the Procurement Contract Documents, and that Seller has fulfilled all other obligations under the Procurement Contract Documents, then Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment subject to the provisions of Paragraph 13.02, and present the final Application for Payment to Buyer. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Buyer from loss for the reasons stated in Paragraph 13.02.
- D. If Engineer does not recommend final payment, Engineer will return the final Application for Payment to Seller, indicating the reasons for refusing to recommend final payment, in which case Seller shall make the necessary corrections and resubmit the final Application for Payment.
- E. In support of its recommendation of final payment Engineer will also give written notice to Buyer and Seller that the Goods and Special Services are acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 13.06.
- F. If the final Application for Payment and accompanying documentation are appropriate as to form and substance, Buyer shall, within 30 days after receipt thereof, pay Seller the amount recommended by Engineer, less any sum Buyer is entitled to set off against Engineer's recommendation, pursuant to the provisions of Paragraph 13.04.
- G. Buyer will not make final payment, or return or release included retainage (if any) at any time, unless Seller submits written consent of the surety to such payment, return, or release.

13.06 *Waiver of Claims*

- A. By making final payment, Buyer waives its claim or right to liquidated damages or other damages for late completion by Seller, except as set forth in an outstanding Claim, appeal, set-off, or express reservation of rights by Buyer. Buyer reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Seller will constitute a waiver by Seller of all claims and rights against Buyer other than those pending matters that have been duly submitted or appealed under the provisions of Article 12.

ARTICLE 14—CANCELLATION, SUSPENSION, AND TERMINATION

14.01 *Cancellation*

- A. Buyer has the right to cancel the Procurement Contract, without cause, at any time prior to delivery of the Goods by written notice. Cancellation pursuant to the terms of this paragraph will not constitute a breach of contract by Buyer. Upon cancellation:
 - 1. Buyer shall pay Seller for the direct costs incurred in producing any Goods that Seller has specially manufactured for the Project, plus a fair and reasonable amount for overhead and profit.
 - 2. For Goods that are not specially manufactured for the Project, Seller shall be entitled to a restocking charge of 10 percent of the unpaid Procurement Contract Price of such Goods.

14.02 *Suspension of Performance by Buyer*

- A. Buyer has the right to suspend performance of the Procurement Contract for up to 90 days, without cause, by written notice. Upon suspension under this paragraph, Seller shall be entitled to an increase in the Procurement Contract Times and Procurement Contract Price caused by the suspension, provided that performance would not have been suspended or delayed for causes attributable to Seller.

14.03 *Suspension of Performance by Seller*

- A. Seller may suspend the furnishing of the Goods and Special Services only under the following circumstance:
 - 1. Seller has reasonable grounds to conclude that Buyer will not perform its future payment obligations under the Procurement Contract; and
 - 2. Seller has requested in writing assurances from Buyer that future payments will be made in accordance with the Procurement Contract, and Buyer has failed to provide such assurances within ten days of Seller's written request.

14.04 *Breach and Termination*

A. *Buyer's Breach*

- 1. Seller shall have the right to terminate the Procurement Contract for cause by declaring a breach if Buyer fails to comply with any material provision of the Procurement Contract. Upon termination, Seller shall be entitled to all remedies provided by Laws and Regulations.
- 2. If Seller believes Buyer is in breach of its obligations under the Procurement Contract, Seller shall provide Buyer with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Buyer shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Seller may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.

B. *Seller's Breach*

- 1. Buyer may terminate Seller's right to perform the Procurement Contract for cause by declaring a breach should Seller fail to comply with any material provision of the

Procurement Contract Documents. Upon termination, Buyer shall be entitled to all remedies provided by Laws and Regulations.

2. In the event Buyer believes Seller is in breach of its obligations under the Procurement Contract, Buyer shall provide Seller with reasonably prompt written notice setting forth in sufficient detail the reasons for declaring that it believes a breach has occurred. Seller shall have 7 days from receipt of the written notice declaring the breach (or such longer period of time as Buyer may grant in writing) within which to cure or to proceed diligently to cure such alleged breach.
3. If and to the extent that Seller has provided a performance bond under the provisions of Paragraph 5.01, the notice and cure procedures of that bond, if any, will supersede the notice and cure procedures of Paragraph 14.04.B.2.

ARTICLE 15—MISCELLANEOUS

15.01 *Giving Notice*

- A. Whenever any provision of the Procurement Contract requires the giving of written notice to Buyer, Seller, or Engineer, it will be deemed to have been validly given if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

15.02 *Controlling Law*

- A. This Procurement Contract is to be governed by the law of the state in which the Goods are to be installed.
- B. In the case of any conflict between the express terms of this Procurement Contract and the Uniform Commercial Code, as adopted in the state whose law governs, it is the intent of the parties that the express terms of this Procurement Contract will apply.

15.03 *Computation of Time*

- A. When any period of time is referred to in the Procurement Contract by number of days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

15.04 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Procurement Contract, and the provisions of this paragraph will be as effective as if repeated specifically in the Procurement Contract in connection with each particular duty, obligation, right, and remedy to which they apply.

15.05 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Procurement Contract, as well as all continuing obligations indicated in the Procurement Contract, will survive final payment, completion, and acceptance of the Goods and Special Services or termination or completion of the Procurement Contract or of the services of Seller.

15.06 *Entire Agreement*

- A. Buyer and Seller agree that this Procurement Contract is the complete and final agreement between them, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Procurement Contract may not be altered, modified, or amended except in writing signed by an authorized representative of both parties.

15.07 *No Waiver*


- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Procurement Contract.

15.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

15.09 *Successors and Assigns*

- A. Buyer and Seller each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Procurement Contract.

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions
		Section:	00 73 01
		Bid Number:	2458-21

SUPPLEMENTARY CONDITIONS OF THE PROCUREMENT CONTRACT

These Supplementary Conditions amend or supplement EJCDC® P-700, Standard General Conditions of the Procurement Contract (2019). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

ARTICLE 2—PRELIMINARY MATTERS

2.02 Copies of Documents

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Buyer shall furnish to Seller one fully signed counterpart of the Procurement Agreement).

ARTICLE 5—BONDS AND INSURANCE

5.01 Performance, Payment, and Other Bonds


SC-5.01 Add the following paragraphs immediately after Paragraph 5.01.A:

1. *Required Performance Bond Form:* The performance bond that Seller furnishes will be in the form of EJCDC® P-610, Performance Bond (2010 or 2019 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® P-615, Payment Bond (2010 or 2019 edition).


5.02 Insurance

SC-5.02 Add the following new paragraphs immediately after Paragraph 5.02.E:

- F. Seller shall purchase and maintain such liability and other insurance as is appropriate for the furnishing of Goods and Special Services and as will provide protection from claims set forth below which may arise out of or result from Seller's furnishing of the Goods or Special Services and Seller's other obligations under the Procurement Contract Documents, whether the furnishing of Goods and Special Services or other obligations are to be performed by Seller, any subcontractor or supplier, or by anyone directly or indirectly employed by any of them to furnish the Goods and Special Services, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of Seller's employees;

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions
		Section:	00 73 01
		Bid Number:	2458-21

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Seller's employees;
 4. claims for damages insured by reasonably available personal injury liability coverage which are sustained: (a) by any person as a result of an offense directly or indirectly related to the employment of such person by Seller, or (b) by any other person for any other reason;
 5. claims for damages, other than to the Goods, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and
 6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.
- G. The policies of insurance so required by this Paragraph 5.02 to be purchased and maintained must:
1. with respect to insurance required by Paragraphs SC-5.02.F.3 through SC-5.02.F.6 inclusive, include as additional insureds (subject to any customary exclusion in respect of professional liability) Buyer, Engineer, and their consultants, all of whom must be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds must provide primary coverage for all claims covered thereby;
 2. include at least the specific coverages and be written for not less than the limits of liability provided below or required by Laws or Regulations, whichever is greater;
 3. include completed operations insurance;
 4. include contractual liability insurance covering Seller's indemnity obligations under Paragraph 7.07;
 5. contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder will provide a copy of the notice to the other party, each other insured, and Engineer;
 6. remain in effect at least until final payment and at all times thereafter when Seller may be correcting, removing, or replacing non-conforming Goods in accordance with Paragraph 9.03 and 9.04; and
 7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Seller shall furnish Buyer and each other additional insured identified in these Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Buyer and any such additional insured of continuation of such insurance at final payment and one year thereafter).
- H. The limits of liability for the insurance required by Paragraph SC-5.02.F must provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions
		Section:	00 73 01
		Bid Number:	2458-21

- Workers' Compensation, and related coverages under Paragraphs SC-5.02.F.1 and F.2:


Workers' Compensation and Related Policies	Policy limits of not less than
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Jones Act (if applicable)	
Bodily injury by accident—each accident	\$1,000,000
Bodily injury by disease—aggregate	\$1,000,000
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Stop-gap Liability Coverage	
For work performed in monopolistic states, stop-gap liability coverage must be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of:	\$

- Seller's General Liability under Paragraphs SC-5.02.F.3 through F.6 which must include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Seller:

Commercial General Liability	Policy limits of not less than
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$2,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- Automobile Liability under Paragraph SC-5.02.F.6:

Automobile Liability	Policy limits of not less than
Bodily Injury	
Each Person	\$1,000,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000
[or]	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

PROJECT MANUAL			
	Engineering Division 2026 New Jersey Ave Sheboygan, WI 53081	Document Title:	Supplementary Conditions
		Section:	00 73 01
		Bid Number:	2458-21

4. Professional Liability (if the Special Services include professional services):

Seller's Professional Liability	Policy limits of not less than
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- I. Seller shall deliver to Buyer, with copies to each additional insured identified in these Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Buyer or any other additional insured) which Seller is required to purchase and maintain.

ARTICLE 7—SELLER'S RESPONSIBILITIES

7.03 *Laws and Regulations*

SC-7.05 Add a new paragraph immediately after Paragraph 7.05.A:

- B. Buyer is exempt from payment of sales and compensating use taxes of the State of Wisconsin and of cities and counties thereof on all materials and equipment to be incorporated into the Project facilities.
 - 1. Buyer will furnish the required certificates of tax exemption to Seller with respect to materials and equipment to be incorporated into the Project facilities.
 - 2. Buyer's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Seller, or to supplies or materials not incorporated into the Project facilities.
 - 3. The Procurement Contract Price does not include the cost of sales or compensating use taxes to the extent such are exempted by this paragraph.

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 20, 2021.

Your Committee to whom was referred Res. No. 55-21-22 by Alderpersons Dekker and Perrella authorizing the Purchasing Agent to issue a purchase order to Industrial Marketing & Consulting for the purchase of a replacement street sweeper for the Public Works Department; recommends adopting the Resolution.

_____ 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. 55 - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to Industrial Marketing & Consulting for the purchase of a replacement street sweeper for the Public Works Department.

WHEREAS, it is anticipated that there will be funding for the purchase of a replacement street sweeper for the Public Works Department in the 2022 budget; and

WHEREAS, in light of the long lead time on street sweepers, it is desirable to place the order, and lock in the price, for the street sweeper in 2021, even though delivery will not occur until 2022; and

WHEREAS, City Staff has explored purchasing the street sweeper through a cooperative purchasing plan, but the City is able to obtain a better price by working directly with the street sweeper dealer assigned to this region; and

WHEREAS, the quote from the assigned dealer - Industrial Marketing & Consulting - which identifies all of the specifications of the street sweeper, is attached to this Resolution; and

WHEREAS, once the new street sweeper has been received, the street sweeper it is replacing will be put to public auction.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a standard City of Sheboygan Purchase Order to Industrial Marketing & Consulting for the purchase of one street sweeper that meets the specifications set forth in the attached quote.

BE IT FURTHER RESOLVED: That the Purchase Order issued to Industrial Marketing & Consulting shall include a non-appropriation clause.

PW

BE IT FURTHER RESOLVED: That in the 2022 calendar year, if sufficient funds are appropriated in the City's budget approved by the Council, the appropriate City officials are hereby authorized to draw funds in the amount of \$291,750.00 for the purchase of the street sweeper. These funds shall be drawn from the Motor Vehicle Fund (Account No. 70136100-641400) in an amount not to exceed \$291,750.00.

Dean Dekke

Gaetan Pucillo

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

INDUSTRIAL MARKETING & CONSULTING

516 D AVENUE
 GWINN, MI 49841
 USA

QUOTATION

Quote Number: 022407
 Quote Date: Aug 30, 2021
 Page: 1

Voice: 906-346-7888
 Fax: 906-346-7578

Quoted To:

CITY OF SHEBOYGAN
 PURCHASING DIVISION
 828 CENTER AVE.
 SHEBOYGAN, WI 53081
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	9/29/21	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00	600000	2021 MODEL 600 TYMCO SWEEPER	146,750.00	146,750.00
2.00	600088	Floodlight-Incandescent (additional)	200.00	400.00
1.00	600054-C	REAR CAMERA/MONITOR SYSTEM...SINGLE VIEW WITH TWO ADDITIONAL CAMERAS.	2,000.00	2,000.00
1.00	600053	AUX. HYD. SYSTEM	1,100.00	1,100.00
1.00	600067	Sweeper Deluge System	1,000.00	1,000.00
1.00	600015-A	Extra Water Capacity; additional 110 gallons for a total of 330. Water pump standard 5GPM. Electric Type.	4,500.00	4,500.00
2.00	600022	G.B. TILT ADJUSTER	800.00	1,600.00
1.00	600002	Hydraulic Shut Off Valve	200.00	200.00
1.00	600007	Additional Water Spray Nozzle- Left Gutter Broom Nozzle	400.00	400.00
1.00	600007-A	Additional Water Spray Nozzle- Right Gutter Broom Nozzle	400.00	400.00
1.00	600007-D	Additional Water Spray Nozzle-Hopper Nozzles	400.00	400.00
1.00	600036	ABRASION PROTECTION PACKAGE	950.00	950.00
1.00		Skid Bumper Extension Set 3"	250.00	250.00
1.00	600004	Limb Guard. Stainless steel guard mounted on hopper for protection from tree branches while sweeping.	200.00	200.00
1.00	600045	HIGH OUTPUT WATER	750.00	750.00
			Subtotal	Continued
			Sales Tax	Continued
			Freight	
			TOTAL	Continued

INDUSTRIAL MARKETING & CONSULTING

516 D AVENUE
 GWINN, MI 49841
 USA

QUOTATION

Quote Number: 022407
 Quote Date: Aug 30, 2021
 Page: 2

Voice: 906-346-7888
 Fax: 906-346-7578

Quoted To:
CITY OF SHEBOYGAN PURCHASING DIVISION 828 CENTER AVE. SHEBOYGAN, WI 53081 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	9/29/21	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00	600087	Front Pick Up Head Curtain Lifter	1,500.00	1,500.00
1.00	600009	Gutter Broom Variable Speed	750.00	750.00
1.00	600079	AUTO SWEEP INTERRUPT with overspeed interrupt.	1,000.00	1,000.00
2.00	600076	Gutter Broom Drop Down (requires GB tilt adjuster)	800.00	1,600.00
1.00	600084	DUMP SWITCH IN CAB	200.00	200.00
1.00	600091T	Stainless Hopper Assy(includes hopper weldment, door, inspection doors, raker plate, high capacity dust separator, skimmer hood & hopper screen	19,500.00	19,500.00
1.00	600096	Stainless Hopper Drain	750.00	750.00
1.00	600092	STAINLESS STEEL BOLT ON BLOWER HOUSING	1,500.00	1,500.00
1.00	600033T	FRONT REMOVABLE CURTAIN SET	250.00	250.00
1.00		2022 Peterbilt 220 Right Hand Steer. 1-speed	96,500.00	96,500.00
1.00	600803	LED LIGHTS...STOP/TURN/TAIL	500.00	500.00
1.00	600828	HAZARD REFLECTORS	100.00	100.00
1.00	600810	AMBER BEACON LIGHT-LED: SAE CLASS 1 WITH PROTECTIVE LIMB GUARD (CAB MOUNTED)	350.00	350.00
1.00	600824T	LED TRAFFIC DIRECTING LIGHT 44" LONG	800.00	800.00
1.00	600827	FIRE EXTINGUISHER	100.00	100.00

Subtotal	Continued
Sales Tax	Continued
Freight	
TOTAL	Continued

INDUSTRIAL MARKETING & CONSULTING

516 D AVENUE
 GWINN, MI 49841
 USA

Voice: 906-346-7888
 Fax: 906-346-7578

QUOTATION

Quote Number: 022407
 Quote Date: Aug 30, 2021
 Page: 3

Quoted To:

CITY OF SHEBOYGAN
 PURCHASING DIVISION
 828 CENTER AVE.
 SHEBOYGAN, WI 53081
 USA

Customer ID	Good Thru	Payment Terms	Sales Rep
SHE1	9/29/21	upon receipt	

Quantity	Item	Description	Unit Price	Amount
1.00		Battery Disconnect Switch	450.00	450.00
1.00	TTL	Any applicable tax, title or license fees are additional.		
1.00		Freight, delivery, setup and training	5,000.00	5,000.00
			Subtotal	291,750.00
			Sales Tax	
			Freight	
			TOTAL	291,750.00

IV

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred R. O. No. 56-21-22 by City Clerk submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it; recommends filing the claim.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

3.5

R. O. No. 54 - 21 - 22. By CITY CLERK. August 2, 2021.

Submitting a claim from Maria F. Hernandez for alleged damages to her truck when a tree fell on the top of it.

CITY CLERK

F+P

DATE RECEIVED

JUL 19 2021

RECEIVED BY

SES

CLAIM NO.

7-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

- 1. Name of Claimant: Maria F. Hernandez
- 2. Home address of Claimant: 2207 S. 9th St.
- 3. Home phone number: (210) 649-0693
- 4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) May 28, 2021 at 5-6 AM

6. Where did damage or injury occur? (give full description) Outside Home Panel, Roof, Panel, Bedside exter RT, Cover, Tonnneau, Decal, Bed-side, Panel RT

7. How did damage or injury occur? (give full description) Storm the date of May 28 2021 tree fell on top of truck.

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

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

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

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: NA

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

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

Panel, Roof, Panel, Bedside Outer RT, Cover, Tonneau,
Decal, Bedside RT

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

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

Auto: \$ 6,669.97

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ _____

TOTAL \$ 6,669.97

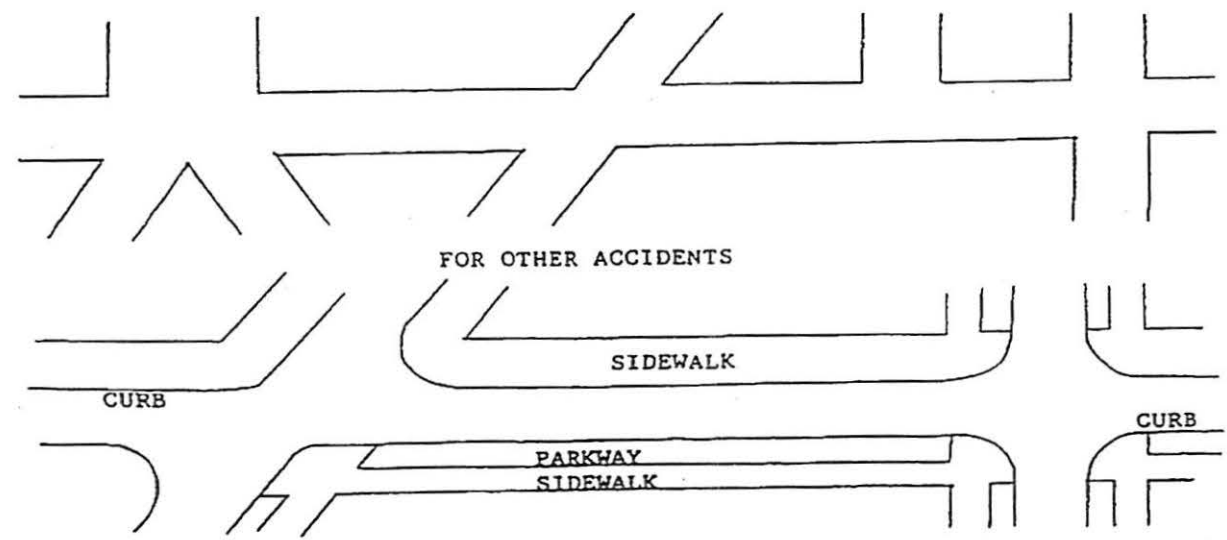
Damaged vehicle (if applicable)

Make: Dodge Model: Dakota Year: 2006 Mileage: 158,000

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT

[Handwritten Signature]

DATE

07/19/21

DATE RECEIVED JUL 19 2021

RECEIVED BY SL5

CLAIM NO. 7-21

CLAIM

Claimant's Name: <u>Maria Hernandez</u>	Auto	\$ <u>6,669.97</u>
Claimant's Address: <u>2207 S 9th St</u>	Property	\$ _____
<u>Sheboygan</u>	Personal Injury	\$ _____
Claimant's Phone No. <u>(210) 649-0693</u>	Other (Specify below)	\$ _____
	TOTAL	\$ <u>6,669.97</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 6,669.97.

SIGNED Maria Hernandez DATE: 07/19/21

ADDRESS: 2207 South 9th St. Sheboygan WI

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

Jacoby's Auto Body
250 S Commerce St
Cedar Grove WI 53013 US
(414) 870-6022

*** PRELIMINARY ESTIMATE ***

07/13/2021 09:08 AM

Owner

Owner: Roberto Fraiss

Inspection

Inspection Date: 07/13/2021 09:09 AM

Inspection Type:

Appraiser Name: Jason Jacoby
Email: jason_jacoby_68@hotmail.com

Appraiser License # :

Repairer

Repairer: Jacobys Autobody LLC
Address: Billing: 230 S 3rd St.
Shop: 250 S commerce st.
City State Zip: Cedar Grove, WI 53013
Email: jason_jacoby_68@hotmail.com

Contact:
Work/Day: (414)870-6022
Work/Day:
Work/Day:

Target Complete Date/Time:

Days To Repair: 13

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed
8cyl Gasoline 4.7 HO
5 Speed Automatic

Lic Expire:
Prod Date:
Veh Insp# :
Condition:
Ext. Color: POPPY FLAME RED
Ext. Refinish: Two-Stage
Ext. Paint Code: PR4

VIN: 1D7HE48J96S500217
Mileage: 158,000
Mileage Type: Actual
Code: N8433A
Int. Color: Khaki
Int. Refinish:
Int. Trim Code: J3

Options - AudaVIN Information Received

AM/FM In-dash CD Changer
Alpine Audio System
Bed Liner
Center Console
Cruise Control
Fog Lights
Heavy Duty Cooling
Keyless Entry System
MP3 Decoder
Power Door Locks
Power Sunroof
Rear Bench Seat
Strg Wheel Radio Control

Air Conditioning
Aluminum/Alloy Wheels
Bucket Seats
Chrome Grille
Dual Airbags
Garage Door Opener
Heavy Duty Suspension
Lighted Entry System
Overhead Console
Power Drivers Seat
Power Windows
Rear Window Defroster
Tachometer

Alarm System
Anti-Lock Brakes
Camper/Towing Package
Chrome Step Bumper
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Limited Slip Differential
Power Brakes
Power Steering
Privacy Glass
Sirius Satellite Radio
Theft Deterrent System

Net Total

\$6,015.56

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53013 Default
Rate Name Insurance

Audatex Estimating 10.08.623 ES 07/13/2021 09:15 AM REL 10.08.623 DT 06/01/2021 DB 07/08/2021

State Disclosure:WI

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

Op Codes

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



Audatex

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GEORGIA AVENUE BODY SHOP, INC.
1819 GEORGIA AVENUE
SHEBOYGAN, WI 53081
PHONE: (920)458-3272 FAX: (920)458-3284

*** PRELIMINARY ESTIMATE ***

07/13/2021 12:45

Owner

Owner: Roberto Frics
Address: 2207 South 5th Street
City State Zip: Sheboygan, WI 53081

Work/Day: (920)223-4543
FAX:

Inspection

Inspection Date: 07/13/2021 12:46 PM
Primary Impact: Right Rear Side

Inspection Type:
Secondary Impact: Roof

Contact: James Miller

Repairer

Repairer: Georgia Ave Body Shop
Address: 1819 Georgia ave
City State Zip: Sheboygan, WI 53081
Email: gabs@gabsinc.biz

Contact: GEORGIA AVENUE
Work/Day: (920)458-3272
FAX: (920)458-3284
Work/Day:

Target Complete Date/Time:

Days To Repair: 14

Vehicle

2006 Dodge Dakota SLT 4 DR Ext Cab Short Bed
8cyl Gasoline 4.7 HO
5 Speed Automatic

Lic.Plate: PH6328
Lic Expire:
Prod Date:
Veh Insp# :
Condition: Poor
Ext. Color: POPPY FLAME RED
Ext. Refinish: Two-Stage
Ext. Paint Code: PR4

Lic State: WI
VIN: 1D7HE48J96S500217
Mileage: 157,345
Mileage Type: Actual
Code: N8433A
Int. Color: Khaki
Int. Refinish: Two-Stage
Int. Trim Code: J3

Options - AudaVIN Information Received

AM/FM In-dash CD Changer
Alpine Audio System
Automatic Trans
Camper/Towing Package
Chrome Step Bumper
Floor Mats
Heated Power Mirrors
Intermittent Wipers
Limited Slip Differential
Power Brakes

Air Conditioning
Aluminum/Alloy Wheels
Bed Liner
Center Console
Cruise Control
Fog Lights
Heavy Duty Cooling
Keyless Entry System
MP3 Decoder
Power Door Locks

Alarm System
Anti-Lock Brakes
Bucket Seats
Chrome Grille
Dual Airbags
Garage Door Opener
Heavy Duty Suspension
Lighted Entry System
Overhead Console
Power Drivers Seat

Power Steering	Power Sunroof	Power Windows
Privacy Glass	Rear Bench Seat	Rear Window Defroster
Sirius Satellite Radio	Strg Wheel Radio Control	Tachometer
Theft Deterrent System	Tilt Steering Wheel	Tinted Glass
Tow Hooks	Trailer Hitch	Velour/Cloth Seats

AudaVIN options are listed in bold-italic fonts

Damages

Line Op	Guide	MC	Description	MFR.Part No.	Price	ADJ% B%	Hours	R
Cab And Components								
1	E	341	02 Panel,Roof	5174910AB	\$1,065.00		19.8	SM
2	L	341	Panel,Roof	Refinish			4.2	RF
				3.0 Surface				
				0.5 Edge				
				0.7 Two-stage				
Bed								
3	E	316	Panel,Bedside Outer RT	55359238AB	\$1,245.00		13.2	SM
4	L	316	13 Panel,Bedside Outer RT	Refinish			4.6	RF
				2.8 Surface				
				0.5 Edge				
				0.6 Two-stage setup				
				0.7 Two-stage				
5	E	428	02 Cover,Tonneau	82208695	\$747.00		0.2	SM
Manual Entries								
6	N	M30	Collision Repair Material	Additional Labor	\$150.00*			SM
7	N	M60	Hazardous Waste Removal	Additional Labor	\$5.25*			SM
8	N		CAR COVER VAN OR TRUCK >> MULTIPLE TIMES	Additional Labor	\$30.00*		2.0*	SM
8	Items							

MC	Message
02	PART NO. DISCONTINUED, CALL DEALER FOR EXACT PART NO.
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

OEM Parts	\$3,057.00
Other Parts	\$185.25
Paint & Materials	8.8 Hours @ \$40.00 = \$352.00
Parts & Material Total	\$3,594.25
Tax on Parts & Material	@ 5.500% = \$197.68

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	33.2	2.0	35.2	\$2,182.40
Mech/Elec (ME)	\$78.00				
Frame (FR)	\$75.00				
Refinish (RF)	\$62.00	8.8		8.8	\$545.60
Labor Total				44.0 Hours	\$2,728.00
Tax on Labor		@ 5.500%			\$150.04
Gross Total					\$6,669.97
Net Total					\$6,669.97

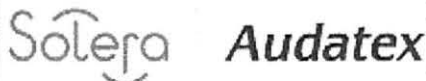
Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default
Rate Name Default

Audatex Estimating 8.0.911 Update 5 ES 07/13/2021 12:48 PM REL 8.0.911 Update 5 DT 06/01/2021 DB 07/08/2021
State Disclosure:WI
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2.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

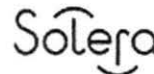
Op Codes

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



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IX

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. September 20, 2021.

Your Committee to whom was referred Gen. Ord. No. 23-21-22 by Alderpersons Felde, Ackley, and Dekker amending Section 118-447 of the Municipal Code so as to clarify the parallel procedures used in Section 118-133 (related to parking tickets) and Section 118-447 (related to bicycle tickets); recommends adopting the Ordinance.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~II~~

Gen. Ord. No. 23 - 21 - 22. By Alderpersons Felde, Ackley, and Dekker.
September 7, 2021.

AN ORDINANCE amending Section 118-447 of the Municipal Code so as to clarify the parallel procedures used in Section 118-133 (related to parking tickets) and Section 118-447 (related to bicycle tickets).

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

Section 1. Section 118-447 of the Municipal Code entitled "Forfeitures for bicycle, skateboard and in-line skate violations" is hereby repealed and recreated so as to read as follows:

"Sec. 118-447. - Forfeitures for bicycle, skateboard and in-line skate violations.

- (a) The forfeitures for violations of this article shall be \$25.00 for ages 12 years and up. No court costs or witness fees shall be assessed unless the violator desires to appear at a court hearing on such violation.
- (b) Upon receipt from a police officer or parking monitor of a notice of a violation of this article, the violator may:
 - (1) Stipulate guilt and deliver in person or mail the notice of violation together with the forfeiture payment to the city finance department; or
 - (2) Contest the notice of violation by contacting the police department.
- (c) Failure to make payment of the forfeiture or to contest the notice of violation within ten days of issuance shall result in the generation of a first notice of non-payment. With generation of such notice, a \$10.00 administrative fee shall be assessed. Failure to make payment of the forfeiture and administrative fee as assessed or to contest the notice of violation within 21 days of issuance shall result in the generation of a second and final notice of non-payment. With generation of the second notice, an additional administrative fee of \$10.00 shall be assessed. Failure to make payment of the forfeiture and administrative fees as assessed or to contest the notice of violations within 31 days of issuance shall result in assessment of the administration fees related to collection via the state of Wisconsin debt collection program, if any. No notice of violation may be contested if more than 31 days has passed since issuance thereof."

AKS

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.

Deem Decker

Betty Decker

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____.

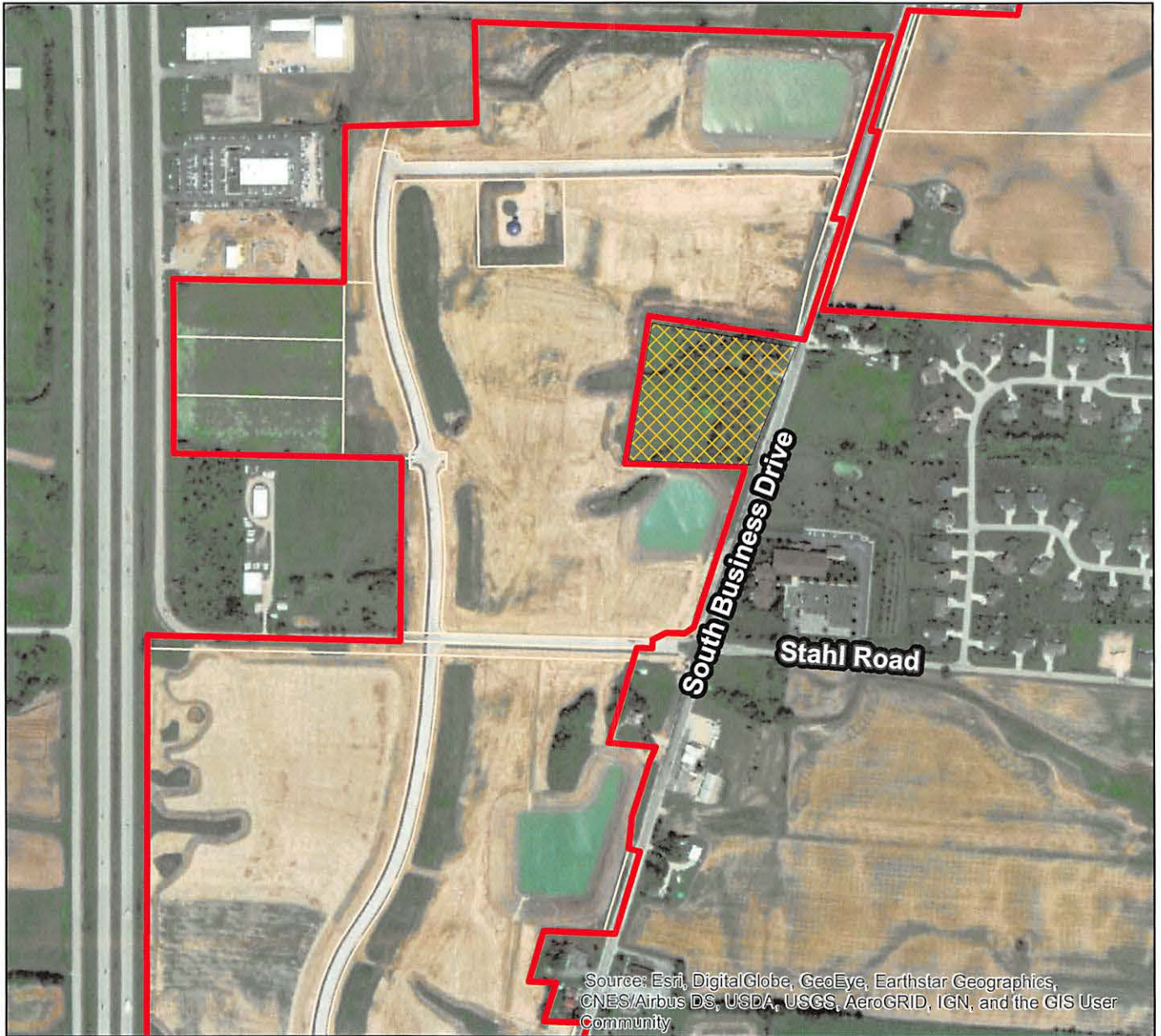
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ANNEXATION

SECTION 9, TOWNSHIP 14 NORTH, RANGE 23 EAST

PRT SE SW & SW SE, SEC 9, COM S88 DEG 40'28"E 2413.53' &
N18 DEG 05'08"E 729' FROM SW COR SEC 9, TH N18 DEG
05'08"E 508.69' ON CEN LN BUS HWY 141, N81 DEG 28'12"W 600', S09
DEG 26'23"W 571.34', TH S89 DEG 01'50"E
529.22' TO BEG; EXC PART CONV TO SHEB CO IN WD #2022715



Legend

-  5528 S Business Dr
-  City Limits



II

R. O. No. _____ - 21 - 22. By CITY PLAN COMMISSION. September 20, 2021.

Your Commission to whom was referred Gen. Ord. No. 22-21-22 by Alderpersons Felde and Mitchell annexing territory owned by the City to the City of Sheboygan, Wisconsin and assigning the zoning designation of Suburban Industrial (SI); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 14, 2021, and after due consideration, recommends adopting Ordinance.

CITY PLAN COMMISSION



Gen. Ord. No. 22 - 21 - 22. By Alderpersons Felde and Mitchell.
September 7, 2021.

AN ORDINANCE annexing territory owned by the City to the City of Sheboygan, Wisconsin.

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

Section 1. **Territory Annexed.** In accordance with sec. 66.0223 of the Wisconsin Statutes, the following described territory in the Town of Wilson, Sheboygan County, Wisconsin, owned by the City of Sheboygan, transferred to the City via a Warranty Deed dated July 28, 2021 and recorded as Document No. 2120070 on August 3, 2021 at 11:24 a.m., and lying contiguous to the City, is hereby annexed to the City of Sheboygan, Wisconsin:

Part of the Southeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Southeast 1/4 of Section 9, Township 14 North, Range 23 East, Town of Wilson, Sheboygan County, Wisconsin, described as follows:

Commencing at the Southwest corner of Section 9, Township 14 North, Range 23 East, thence South 88°40'28" East, 2413.53 feet along the South line of said Section 9, to its intersection with the center of [former] U.S. Highway "141", thence North 18°05'08" East 729.00 feet along said centerline to the true point of beginning, thence continuing North 18°05'08" East 508.69 feet along said centerline, thence North 81°28'12" West 600 feet, thence South 09°26'23" West 571.34 feet, thence South 89°01'50" East 529.22 feet to the point of beginning, being a tract containing 6.89 acres of land.

Excepting therefrom the following:

Commencing at the South 1/4 corner of said Section 9, T14N, R23E; thence N88°29'52" W along the South line of the SW 1/4, 253.19 feet to the CTH "OK" reference line; thence N17°59'00" E, 728.75 feet along the reference line, to the point of beginning;

Thence continuing N17°59'00" E, 508.38 feet along the reference line; thence N81°11'03" W, 33.43 feet to the Westerly existing right of way line of CTH "OK"; thence S18°02'33" W, 222.92 feet along the Westerly existing right of way line; thence S38°37'43" W, 133.58 feet; thence S17°59'00" W, 100.00 feet; thence S09°27'09" W, 76.62 feet; thence S88°42'13" E, 71.65 feet; to the point of beginning and containing 0.242 acres of land, including therein 0.387 acres of land lying within the

City Plan


existing right of way of CTH "OK".

Section 2. **Effect of Annexation.** This ordinance shall take effect upon passage and publication, and upon the filing of seven (7) certified copies of this ordinance in the office of the Secretary of the Department of Administration of the State of Wisconsin, together with seven (7) copies of a plat showing the boundaries of the territory attached to the City. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law and all persons coming or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

Section 3. **Ward Designation.** The territory described in Section 1 of this ordinance is hereby made a part of the 23rd Ward, 10th Aldermanic District, 10th Supervisory District, 26th Assembly District and the 9th Senatorial District, subject to the ordinances, statutes, rules and regulations governing wards and districts.

Section 4. **Severability.** If any provision of this ordinance is invalid or unconstitutional, or if the application of this ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 5. **Zoning.** Upon recommendation of the Plan Commission, the territory annexed to the City by this ordinance is temporarily zoned as Suburban Industrial (SI), a designation that is consistent with the City of Sheboygan Comprehensive Plan for that area.



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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

R. O. No. _____ - 21 - 22. By CITY CLERK. September 20, 2021.

Submitting a license application for the period ending June 30, 2022.

City Clerk

"CLASS B" LIQUOR LICENSE (June 30, 2022) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3508	Pop's Burger & Pizza House Inc. (Pop's Burger & Pizza House)	920 Michigan Avenue

AHS

III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 20, 2021.

A RESOLUTION authorizing the appropriate City officials to make a payment to Sheboygan County for a portion of the costs incurred pursuant to an agreement between Sheboygan County and Discover Mediaworks, Inc. to develop and distribute content related to the City of Sheboygan and Sheboygan County, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget.

WHEREAS, Sheboygan County has authorized entering into an agreement with Discover Mediaworks, Inc. ("Discover Wisconsin"); and

WHEREAS, the current version of that agreement is attached to this Resolution (the "Agreement"); and

WHEREAS, the Agreement runs through at least November 30, 2022, with an option to extend the Agreement through November 30, 2023; and

WHEREAS, the Agreement is the result of a collaborative effort between the City of Sheboygan (the "City"), Sheboygan County, and the Sheboygan County Economic Development Corporation ("SCEDC"); and

WHEREAS, the goal of the Agreement is to develop content - including at least one episode of Discover Wisconsin - to support and speed the recovery of local businesses by seeking and recruiting more workers by highlighting the numerous local businesses, restaurants, and amenities which the City and Sheboygan County offer to its residents and visitors; and

WHEREAS, the City will contribute \$63,000 toward the Agreement, which includes giving the City the right to use the Discover Wisconsin "Choice Destination" Badge and various video footage and still photography gathered while producing the content identified in the Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the budgeted appropriation for General Fund - Common Council - Contracted Services (Account No. 10110100-521900) by \$63,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199021-810103).

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to make a payment to Sheboygan County in the amount of \$63,000 as the City's contribution toward Years 1 and 2 of the Agreement.

FAP
2/3

BE IT FURTHER RESOLVED: That the City Administrator may, subject to the appropriation of funds, if Sheboygan County and SCEDC also agree to opt into the third year of the Agreement, make a payment to Sheboygan County in 2022 in the amount of \$29,025.

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



DISCOVER WISCONSIN MEDIA NETWORK AGREEMENT

CLIENT INFORMATION			
Company Name	Sheboygan County <small>(Company Name as it should appear on invoice)</small>		
Billing Address	508 New York Ave. <small>(Street Address)</small>		 <small>(PO Box if applicable)</small>
	Sheboygan <small>(City)</small>	Wisconsin <small>(State)</small>	53081 <small>(Zip)</small>
	Billing Contact		
	Adam Payne <small>(Name)</small>		County Administrator <small>(Title)</small>
	920-459-3103 <small>Phone #</small>	 <small>Cell #</small>	adam.payne@sheboygancounty.com <small>(Email Address)</small>
PARTNERSHIP COST			
Total Investment	Year One: July 1, 2021 – November 30, 2021		\$72,500
	Year Two: December 1, 2021 – November 30, 2022		\$95,500
	Optional Year Three: December 1, 2022 – November 30, 2023		\$77,400*
	<i>*Written approval to opt-in for third year to be agreed upon and received by November 15th, 2022</i>		
Payment Terms			
	<u>\$42,000 due October 15, 2021</u>		
	<u>\$42,000 due December 15, 2021</u>		
	<u>\$42,000 due April 15, 2022</u>		
	<u>\$42,000 due September 15, 2022</u>		
	<u>Optional Year 3 Payment Terms: \$38,700 due January 15, 2023</u>		
	<u>Optional Year 3 Payment Terms: \$38,700 due November 15, 2023</u>		
	Price does not include applicable taxes		
	Finance charges of 18% annual percentage rate will be assessed on balances not paid by date due		
	PROPOSED BY: Discover Mediaworks, Inc.	ACCEPTED BY: Sheboygan County	
	_____ Josh Ostermann Content Marketing & Business Dev.	_____ Adam Payne County Administrator	
	Date: _____	Date: _____	
TOTAL COSTS (REFLECTS YEAR 1 & 2)			\$168,000
TIMELINE / DEADLINE (REFLECTS YEAR 1 & 2)			JULY 1, 2021 – NOV. 30, 2022

PROJECT LANGUAGE

Sheboygan County Campaign/Production Agreement - All Years of Campaign

This Campaign/Production Agreement serves the interests of the Client (Sheboygan County), the goals of the campaign by defining the deliverable content of the campaign and productions as described below. Discover Mediaworks is the parent television production company that produces the Discover Wisconsin entertainment series. This agreement also defines the roles and responsibilities of both parties in achieving the goals of the campaign and productions.

1. **SERVICES AND DELIVERABLES:** Discover Mediaworks shall provide all assets within project scope included in all years of agreement. Discover Mediaworks grants Sheboygan County the opportunity to move video and marketing assets, not including full episode delivery and marketing, within any fiscal years listed in agreement, based on availability. If Discover Mediaworks is unable to deliver any assets by the end of the final year of agreement, those assets will be deducted from the total cost of the partnership or Discover Mediaworks and Sheboygan County will work to find mutually agreeable replacement assets and timeline.
2. **CONTENT DEVELOPMENT AND APPROVALS:** The content and storyline of the production will be developed jointly between Discover Mediaworks and Sheboygan County. Furthermore, the production must be acceptable to Sheboygan County, who reserves the right to request slant, style, edits, revisions, or additions to the production per the terms of this agreement at any time during the development and production process.
 - a) Creative Video Sign-off: Creative outline and direction approval by Sheboygan County must be completed prior to Discover Mediaworks production. Final script and approved edits by Sheboygan County must be completed prior to video distribution.
 - b) Creative Non-Video Sign-off: Graphics, copy, social posts, and editorials must be approved by Sheboygan County prior to Discover Mediaworks (Discover Wisconsin) distribution.
3. **TALENT:** Discover Wisconsin on-air host(s) for all applicable video content to be mutually agreed upon.
4. **PROJECT REVIEW:** Discover Mediaworks will provide Sheboygan County review (impressions, engagements, etc.) updates a minimum of two (2) separate times throughout each project year. Sheboygan County will provide Discover Mediaworks desired demographic information for targeting purposes throughout each project year on Discover Wisconsin platforms.
5. **COMPLIANCE:** Discover Mediaworks will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.
6. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in performing its obligations under this Agreement if and to the extent that such failure or delay is caused by a Force Majeure event. A Force Majeure event means, in relation to either party, any event or circumstance beyond the reasonable control of that party including act of God, fire, explosion, flood, epidemic, pandemic, power failure, war or threat of war, acts of terrorism, national emergency, riot, civil disturbance, sabotage, labor disputes. A party affected by the Force Majeure (the "Affected Party") shall immediately notify the other party ("Non-Affected Party") in writing of the event, giving sufficient details thereof and the likely duration of the delay. The Affected Party shall use all commercially reasonable efforts to recommence performance of its obligations under this Agreement as soon as reasonably possible.

PROJECT SCOPE

Sheboygan County Year One (July 2021 – November 2021)

Video Component

Digital Short Series:

- Four (4) part short-form digital Discover Wisconsin video series
 - Up to four (4) days of field-production
 - Includes pre and post-production
 - Discover Wisconsin on-air host(s)
 - Host selection to be mutually agreed upon
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - Four (4) "The Bobber" editorial blogs
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County
 - Four (4) e-newsletter promotions (features or mentions) promoting series
 - Promotion of series on all Discover Wisconsin social media platforms
 - Minimum 600,000 guaranteed impressions in promotion of series
 - Discover Mediaworks will reach this minimum through organic posts/stories, potential added value and paid media, if required

Know Your Wisconsin:

- One (1) Know Your Wisconsin ninety (90) – one-hundred twenty (120) second video/story
 - One (1) day of field-production
 - Includes pre and post-production
 - One (1) TV news feature airing during local morning news broadcasts throughout Wisconsin on Discover Wisconsin Television Network
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - One (1) audio only version of story on one (1) Discover Wisconsin The Cabin podcast
 - One (1) featured article in one (1) monthly Discover Wisconsin e-newsletter
 - One (1) promotion in one (1) Wisconsin Counties Association e-newsletter
 - One (1) article featured in one (1) Wisconsin Counties Association Magazine (print)

Shared Media

Video:

- Each video from series will be shared with client via a unique URL to embed each video story on their website(s) and/or social media

PROJECT SCOPE

Sheboygan County Year One (July 2021 – November 2021)

The Cabin Podcast

Dedicated/Bonus Podcast:

- Presenting content sponsor of one (1) dedicated/bonus Discover Wisconsin “The Cabin Podcast” episode
 - Discover Wisconsin on-air host(s)
 - Twenty (20) – Twenty-five (25) minute recorded podcast
 - Includes one (1) pre-recorded interview with Sheboygan County representative (TBD)
 - Interview length: three (3) – five (5) minutes
- The Cabin Podcast episode will be promoted across social media (Discover Wisconsin and The Cabin) and discoverwisconsin.com
- One (1) “The Bobber” editorial blog
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County

Official Designation & Use of Mark

Logo:

- Discover Wisconsin “Choice Destination” Badge will be supplied as an icon for placement on your website, and any additional in-home or out-of-home marketing
 - Sheboygan County, City of Sheboygan and Sheboygan County Economic Development Corporation will be granted usage rights

Video & Still Edits – To Be Owned by Sheboygan County and Participating Partners

B-Roll:

- B-roll video footage provided from all utilized video in each digital short story

Still Photography:

- One (1) day photo shoot with Discover Wisconsin professional photographer

Social Video Edits:

- Up to four (4) production edits for professional :15 social media video ads
- Two (2) production edits for professional :60 social media video ads

Broadcast Commercial:

- One (1) production edit for professional :30 second TV commercial

Non-Compete

- It is further understood that Discover Wisconsin is a registered trademark of Discover Mediaworks, any video, electronic or audio reproduction, alteration or rebroadcast of these episodes or any portion thereof, as produced by Discover Wisconsin, without the express written approval of Discover Mediaworks, is strictly prohibited
- Broadcast components are subject to pre-emption and other acts, circumstances or occurrences which are beyond the control of Discover Mediaworks

PROJECT SCOPE

Sheboygan County Year Two (December 2021 – November 2022)

Video Component

Discover Wisconsin Season 35 Full Episode

- One (1) produced one-half hour Discover Wisconsin television episode featuring Sheboygan County
 - Four (4) segments (approx. four (4) – five (5) minutes in length in each segment)
 - Discover Wisconsin on-air host(s)
 - Host selection will be mutually agreed upon
 - Production to take place in 2021-2022
 - Four (4) – six (6) days of field production (video footage acquisition)
 - Two (2) airings on Discover Wisconsin Television Network over multiple fiscal years (2022-2023)
 - First airing scheduled for Season 35 (Nov. 2021 – Oct. 2022)
 - Placement of episode on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of episode on Discover Wisconsin's YouTube channel into perpetuity
 - Placement of episode on Discover Wisconsin's Facebook page into perpetuity
 - Availability to list select events during weekly broadcasts within two (2) year airing window
 - "Episode Page" on *discoverwisconsin.com* specific for two (2) fiscal years
 - Landing page designed with key episode and production information
 - Logo placement on *discoverwisconsin.com*
 - One (1) "The Bobber" editorial blog
 - Blog to promote episode
 - Three (3) e-newsletter promotions (features or mentions) promoting episode
 - Promotion of episode on all Discover Wisconsin social media and digital platforms
 - 350,000-500,000 estimated impressions in promotion of episode
 - Promotion of Discover Wisconsin episode on one (1) The Cabin Podcast
 - Podcast hosts will promote episode prior to episode premier on broadcast/OTT
 - Logo placement on the Discover Wisconsin 2023 print calendar
 - Ability to include logos for Sheboygan County, City of Sheboygan, and/or Sheboygan Economic Development Corporation
 - Public Relations press release to all Wisconsin newspapers and key publications

PROJECT SCOPE

Sheboygan County Year Two (December 2021 – November 2022)

Digital Short Series:

- Two (2) part short-form digital Discover Wisconsin video series
 - Up to two (2) days of field-production
 - Includes pre and post-production
 - Discover Wisconsin on-air host(s)
 - Host selection to be mutually agreed upon
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - Two (2) "The Bobber" editorial blogs
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County
 - Two (2) e-newsletter promotions (features or mentions) promoting series
 - Promotion of series on all Discover Wisconsin social media platforms
 - Minimum 300,000 guaranteed impressions in promotion of series
 - Discover Mediaworks will reach this minimum through organic posts/stories, potential added value and paid media, if required

Know Your Wisconsin:

- Two (2) Know Your Wisconsin ninety (90) – one-hundred twenty (120) second video/stories
 - Two (2) days of field-production
 - Includes pre and post-production
 - Two (2) TV news feature airing during local morning news broadcasts throughout Wisconsin on Discover Wisconsin Television Network
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - One (1) audio only version of story on two (2) Discover Wisconsin "The Cabin" podcast
 - One (1) featured article in two (2) monthly Discover Wisconsin e-newsletter
 - One (1) promotion in two (2) Wisconsin Counties Association e-newsletters
 - One (1) article featured in two (2) Wisconsin Counties Association Magazines (print)

Shared Media

Video:

- Each video from series will be shared with client via a unique URL to embed each video story on their website(s) and/or social media

PROJECT SCOPE

Sheboygan County Year Two (December 2021 – November 2022)

The Cabin Podcast

Dedicated/Bonus Podcast:

- Presenting content sponsor of one (1) dedicated/bonus Discover Wisconsin “The Cabin Podcast” episode
 - Discover Wisconsin on-air hosts
 - Twenty (20) – Twenty-five (25) minute recorded podcast
 - Includes one (1) pre-recorded interview with Sheboygan County representative (TBD)
 - Interview length: three (3) – five (5) minutes
- The Cabin Podcast episode will be promoted across social media (Discover Wisconsin and The Cabin) and discoverwisconsin.com
- One (1) “The Bobber” editorial blog
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County

Chalet Sponsorship:

- One (1) :30-:60 live read during eight (8) selected The Cabin Podcasts
- One (1) “The Bobber” editorial blog
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County
- Three (3) promotions/posts on Discover Wisconsin Instagram stories

Official Designation & Use of Mark

Logo:

- Discover Wisconsin “Choice Destination” Badge will be supplied as an icon for placement on your website, and any additional in-home or out-of-home marketing
 - Sheboygan County, City of Sheboygan and Sheboygan Economic Development Corporation will be granted usage rights

Video & Still Edits – To Be Owned by Sheboygan County and Participating Partners

B-Roll:

- B-roll video footage provided from all utilized video in each digital short story and full episode

Still Photography:

- One (1) day photo shoot with Discover Wisconsin professional photographer

Non-Compete

- It is further understood that Discover Wisconsin is a registered trademark of Discover Mediaworks, any video, electronic or audio reproduction, alteration or rebroadcast of these episodes or any portion thereof, as produced by Discover Wisconsin, without the express written approval of Discover Mediaworks, is strictly prohibited
- Broadcast components are subject to pre-emption and other acts, circumstances or occurrences which are beyond the control of Discover Mediaworks

PROJECT SCOPE

Sheboygan County Optional Year Three (December 2022 – November 2023)

Video Component

Digital Short Series:

- Four (4) part short-form digital Discover Wisconsin video series
 - Up to four (4) days of field-production
 - Includes pre and post-production
 - Discover Wisconsin on-air host(s)
 - Host selection to be mutually agreed upon
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - Four (4) "The Bobber" editorial blogs
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County
 - Four (4) e-newsletter promotions (features or mentions) promoting series
 - Promotion of series on all Discover Wisconsin social media platforms
 - Minimum 600,000 guaranteed impressions in promotion of series
 - Discover Mediaworks will reach this minimum through organic posts/stories, potential added value and paid media, if needed

Know Your Wisconsin:

- Two (2) Know Your Wisconsin ninety (90) – one-hundred twenty (120) second video/stories
 - Two (2) days of field-production
 - Includes pre and post-production
 - Two (2) TV news feature airing during local morning news broadcasts throughout Wisconsin on Discover Wisconsin Television Network
 - Placement on Discover Wisconsin streaming platforms and social media
 - Placement of series on Discover Wisconsin's current streaming platforms (Roku, Apple TV, Fire TV, Chromecast, SmartTV, IOS, Android, etc.) for up to five (5) years
 - Placement of series on Discover Wisconsin's YouTube channel in perpetuity
 - Placement of series on Discover Wisconsin's Facebook page in perpetuity
 - One (1) audio only version of story on two (2) Discover Wisconsin "The Cabin" podcast
 - One (1) featured article in two (2) monthly Discover Wisconsin e-newsletter
 - One (1) promotion in two (2) Wisconsin Counties Association e-newsletters
 - One (1) article featured in two (2) Wisconsin Counties Association Magazines (print)

Shared Media

Video:

- Each video from series will be shared with client via a unique URL to embed each video story on their website(s) and/or social media

PROJECT SCOPE

Sheboygan County Optional Year Three (December 2022 – November 2023)

The Cabin Podcast

Dedicated/Bonus Podcast:

- Presenting content sponsor of one (1) dedicated/bonus Discover Wisconsin “The Cabin Podcast” episode
 - Discover Wisconsin on-air host(s)
 - Twenty (20) – Twenty-five (25) minute recorded podcast
 - Includes one (1) pre-recorded interview with Sheboygan County representative (TBD)
 - Interview length: three (3) – five (5) minutes
- The Cabin Podcast episode will be promoted across social media (Discover Wisconsin and The Cabin) and discoverwisconsin.com
- One (1) “The Bobber” editorial blog
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County

Chalet Sponsorship:

- One (1) :30-:60 live read during eight (8) selected The Cabin Podcasts
- One (1) “The Bobber” editorial blog
 - Blog content and release date to be mutually agreed upon between Discover Wisconsin and Sheboygan County
- Three (3) promotions/posts on Discover Wisconsin Instagram stories

Official Designation & Use of Mark

Logo:

- Discover Wisconsin “Choice Destination” Badge will be supplied as an icon for placement on your website, and any additional in-home or out-of-home marketing
 - Sheboygan County, City of Sheboygan and Sheboygan Economic Development Corporation will be granted usage rights

Video & Still Edits – To Be Owned by Sheboygan County and Participating Partners

B-Roll:

- B-roll video footage provided from all utilized video in each digital short story

Social Video Edits:

- Up to four (4) production edits for professional :15 social media video ads
- Two (2) production edits for professional :60 social media video ads

Non-Compete

- It is further understood that Discover Wisconsin is a registered trademark of Discover Mediaworks, any video, electronic or audio reproduction, alteration or rebroadcast of these episodes or any portion thereof, as produced by Discover Wisconsin, without the express written approval of Discover Mediaworks, is strictly prohibited
- Broadcast components are subject to pre-emption and other acts, circumstances or occurrences which are beyond the control of Discover Mediaworks

III

Res. No. _____ - 21 - 22. By Alderpersons Felde and Ackley. September 20, 2021.

A RESOLUTION authorizing application for 2022 Wisconsin Justice System Improvement, Beat Patrol Grant Solicitation.

WHEREAS, the City of Sheboygan Police Department has the opportunity to obtain a Beat Patrol Grant in the amount of \$121,434 from the State of Wisconsin, Department of Justice; and

WHEREAS, the Beat Patrol Grant program provides funds to support additional police personnel for community work and Beat Patrols for the period January 1, 2022 through December 31, 2022; and

WHEREAS, in order to obtain the grant in the amount of \$121,434, it is necessary for the Chief of Police to submit an application through the Wisconsin Department of Justice; and

WHEREAS, the funding received would be \$121,434 from the State of Wisconsin with a local match of \$40,478 (25% of the total \$161,912) required; and

WHEREAS, the City of Sheboygan Police Department is eligible for funding for calendar year 2022.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Chief of Police to sign all documents necessary for the grant application and the administration thereof.

AHPS

BE IT FURTHER RESOLVED: That the City of Sheboygan will meet the obligations of the 2022 grant including appropriating a matching allocation for the project and such appropriation shall continue as long as state matching aids are available, or until this resolution is modified by the Council.

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. _____ - 21 - 22. By Alderpersons Dekker and Perrella.
September 20, 2021.

A RESOLUTION authorizing the appropriate City officials to accept a Sewer Easement and execute a Release of Easement Agreement regarding Lot 2 of the South Pier Plat.

RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to accept a Sewer Easement on behalf of the City of Sheboygan from the Redevelopment Authority of the City of Sheboygan, Wisconsin, a copy of which is attached hereto.

BE IT FURTHER RESOLVED: That the Common Council hereby authorizes and directs the Mayor and City Clerk to execute the Release of Easement Agreement over the property owned by the Redevelopment Authority of the City of Sheboygan, Wisconsin in Lot 2 of South Pier Plat, a copy of which is attached hereto.

PW

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

Document Number

Document Title

SEWER EASEMENT

THIS INDENTURE, made this ____ day of October, 2021, by The Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate of the State of Wisconsin, "**GRANTOR**", and the City of Sheboygan, a municipal corporation of the State of Wisconsin, "**GRANTEE**";

Name and Return Address
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081

Part of 59281322038
Parcel Identification Number (PIN)

WITNESSETH:

KNOW ALL PERSONS BY THESE PRESENTS, that the said **GRANTOR**, in consideration of the sum of one (\$1.00) dollar and other valuable consideration in hand paid by said **GRANTEE**, receipt whereof is hereby confessed and acknowledged, and the covenants hereinafter contained agree as follows:

1. **GRANTOR** does hereby give and grant to said **GRANTEE**, its successors and assigns, a permanent non-exclusive easement to construct, operate, use, maintain, and repair multiple sewer lines in, under, and along the following described property, to-wit:

See Attached Exhibits "A" and "B" for map and legal description

Physical Site Address:

750 South Pier Drive
Sheboygan, WI 53081

2. Said sewer facilities shall be maintained and kept in good order and condition by **GRANTEE**.
3. That in, and during, whatever construction, reconstruction, or repair work it is, or becomes, necessary in constructing and/or maintaining said facilities, so much of the surface or subsurface of the property as may be disturbed will, at the expense of **GRANTEE**, be replaced in substantially the same condition as it was prior to such disturbances. **GRANTEE** shall save harmless **GRANTOR** from any loss, damage, injury or liability resulting from negligence on the part of **GRANTEE** in connection with said work involved in constructing and/or maintaining of said facilities provided that if loss, damage, injury, or liability results from joint negligence of the parties hereto, then the liability therefore, shall be borne by

them in proportion to their respective degree of negligence; provided further, however, that these provisions are subject to the legal defenses which under law **GRANTEE** is entitled to raise.

- 4. **GRANTOR** agrees not to construct, install, and/or erect structures, buildings, fences, pools, landscaping, etc. that would impede, restrict, prohibit, and/or limit ingress and egress over, across, through, and upon said easement.
- 5. That in connection with the construction by **GRANTOR** of any structure or building abutting said permanent easement defined limits, **GRANTOR** will assume all liability for any damage to the facilities in the above described easement. **GRANTOR** will indemnify and hold **GRANTEE** harmless from any claims for personal injuries or property damage caused by any negligence of **GRANTOR** arising out of the construction by **GRANTOR** of any structure or building abutting the said permanent utility easement defined limits.
- 6. Both parties mutually agree that this easement and covenants herein shall run with the land.

IN WITNESS THEREOF, the **GRANTOR**, has caused this instrument to be signed and sealed this

_____ day of _____, 2021.

THE REDEVELOPMENT AUTHORITY OF THE CITY OF SHEBOYGAN, WISCONSIN

Roberta Filicky-Peneski
Chairperson

Chad Pelishek
Executive Director

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Roberta Filicky-Peneski, Chairperson and Chad Pelishek, Executive Director to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

Accepted By: **CITY OF SHEBOYGAN**

Ryan Sorenson
City of Sheboygan - Mayor

Meredith DeBruin
City of Sheboygan – City Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF SHEBOYGAN)

Personally came before me this ____ day of _____, 2021, the above named Ryan Sorenson, Mayor and Meredith DeBruin, City Clerk to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public

My Commission expires _____

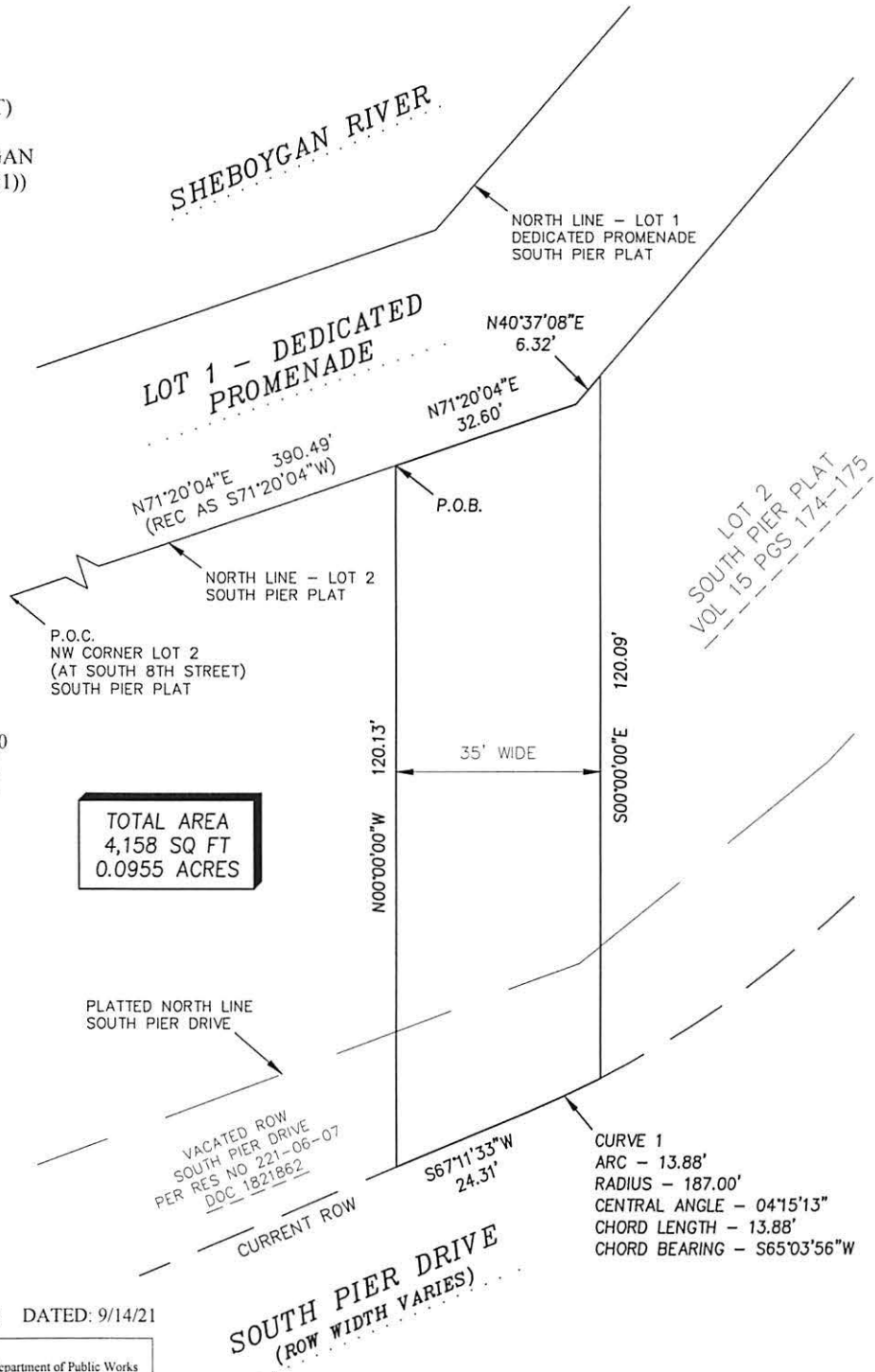
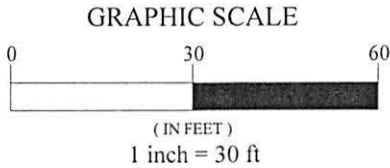
Acceptance is authorized by and in accordance with Resolution Number _____

This Instrument Drafted By:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A SEWER EASEMENT

PART OF LOT 2 OF SOUTH PIER PLAT AND PART OF THE
VACATED SOUTH PIER DRIVE RIGHT OF WAY
LOCATED IN PART OF GOVERNMENT LOT 1 IN
SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

BEARINGS ARE REFERENCED TO
THE NORTH LINE (WESTERLY MOST)
OF LOT 2 OF SOUTH PIER PLAT
RECORDED AS S71°20'04"W (SHEBOYGAN
COUNTY COORDINATES - NAD83 (1991))



TOTAL AREA
4,158 SQ FT
0.0955 ACRES

EASEMENT CREATED FOR:
CHAD PELISHEK
THE REDEVELOPMENT AUTHORITY OF
THE CITY OF SHEBOYGAN, WISCONSIN
828 CENTER AVENUE
SHEBOYGAN, WI 53081

PARENT PARCEL ID:
PART OF 59281322038

MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 9/14/21

City of Sheboygan
spirit on the lake

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3440
Fax: 920-459-3443

EXHIBIT B
SEWER EASEMENT
DESCRIPTION

PART OF LOT 2 OF SOUTH PIER PLAT AND PART OF THE
VACATED SOUTH PIER DRIVE RIGHT OF WAY
LOCATED IN PART OF GOVERNMENT LOT 1 IN
SECTION 26, TOWN 15 NORTH - RANGE 23 EAST,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

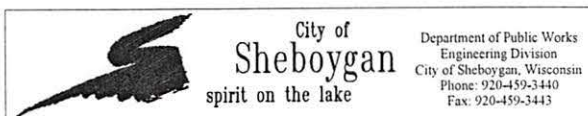
A part of Lot 2 of South Pier plat, recorded in Volume 15 on Pages 174-175 of Plats as Document 1709640 in the Sheboygan County Register of Deeds Office, and part of the vacated South Pier Drive right of way, located in part of Government Lot 1 in Section 26, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

Commencing at the Northwest corner (at South 8th Street) of said Lot 2, thence North $71^{\circ}20'04''$ East along the North line of said Lot 2, a distance of 390.49 feet to the Point of Beginning;
thence continuing North $71^{\circ}20'04''$ East along said North line of said Lot 2 a distance of 32.60 feet;
thence North $40^{\circ}37'08''$ East a distance of 6.32 feet;
thence South $00^{\circ}00'00''$ East a distance of 120.09 feet to the Northerly right of way line of South Pier Drive;
thence Southwesterly 13.88 feet along said Northerly right of way line and the arc of a curve to the right having a radius of 187.00 feet and a chord which bears South $65^{\circ}03'56''$ West, a distance of 13.88 feet, to a Point of Tangency;
thence South $67^{\circ}11'33''$ West along said Northerly right of way line a distance of 24.31 feet;
thence North $00^{\circ}00'00''$ West a distance of 120.13 feet to said North line of said Lot 2 and the Point of Beginning for this description.

The above described lands contain 0.0955 acres (4,158 square feet) of land, more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS DATE: 9/14/21



**RELEASE OF
EASEMENT AGREEMENT**

RE: An Easement Agreement recorded on June 5, 1936 in Volume P of Records on Pages 222-223 as Document No. 337869.

Pursuant to Wis. Stat. 236.293, the undersigned, **City of Sheboygan**, hereby releases all right, title, and interest which it may have in the Easement Agreement located on "that portion of vacated South 7th Street lying between the present west line of South 7th Street and the east line of Block 239, and between the north line of South Water Street and the south dock of the Sheboygan River," or what is now Lot 2 of South Pier plat recorded in Volume 15 of Plats on Pages 174-175 as Document No. 1709640. The Easement Agreement was recorded on June 5, 1936 in Volume P of Records on Pages 222-223 as Document No. 337869 a copy is attached as "Exhibit A."

Name and Return Address:
City of Sheboygan
City Attorney's Office
828 Center Ave, Suite 210
Sheboygan, WI 53081

Part of 59281322038 _____
Parcel Identification Number (PIN)

Authorized by Resolution _____

Adopted by the City of Sheboygan on the _____ day of _____, 2021.

City of Sheboygan

Ryan Sorenson, Mayor

Meredith DeBruin, City Clerk

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2021, the above named **Ryan Sorenson** and **Meredith DeBruin**, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission expires _____

THIS INSTRUMENT DRAFTED BY:
Michael P. Born, WI PLS S-2984
City of Sheboygan

EXHIBIT A

the period of construction of said sewer; but after said sewer has been constructed the right of the Party of the Second Part so to use said premises and adjacent lands for purposes of maintenance and repair, shall be limited to such reasonable use as is consistent with the use of the premises, future as well as present, through which said sewer is laid, by the owner or owners thereof, and in any event such use shall be with the least inconvenience practicable to the Party of the First Part, its successors, or assigns.

The easement and rights herein granted to the Party of the Second Part are subject to the condition that the Party of the Second Part will indemnify and save harmless the Party of the First Part against any claims which may be made against the Part of the First Part for damages to person or property as the result of any acts of the Party of the Second Part, its officers, agents, employees and contractors in the exercise or attempted exercise of any of the rights given the Party of the Second Part under this agreement upon the premises of the Party of the First Part; and is subject to the further condition that the Party of the Second Part will promptly compensate the Party of the First Part for any damages sustained to the property of the latter (other than the depreciation in the value of said premises due to the granting of the easement) by reason of any acts of the Party of the Second Part, its officers, agents, employees or contractors in exercising any of the rights given the Party of the Second Part hereunder, and for any damages sustained to the property of the Party of the First Part as the result of the bursting, overflowing or leaking of any sewers laid in or upon the premises of the Party of the Second Part pursuant to this agreement.

The Party of the Second Part as further consideration for the granting of this easement by the Party of the First Part does covenant and agree to perform all covenants and conditions on its part to be performed hereunder.

This agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, said Party of the First Part has caused these presents to be signed by Walter Grasse, its President, and Geo. W. Froehlich, its secretary, and its corporate seal to be hereunto affixed, and the Party of the Second Part has caused these presents, to be signed by W. M. Sonnenburg, its Mayor, and countersigned by Erwin Mohr, City Clerk, thereunto duly authority by proper resolution adopted by the City Council of the City of Sheboygan, and its corporate seal to be hereunto affixed the day and year first above written.

In presence of:
E. J. Green
Virginia Krause

CORPORATE
SEAL

THE SHEBOYGAN DAIRY PRODUCTS CO.
By Walter Grasse
President.

Countersigned:
By Geo. W. Froehlich
Secretary.

In presence of:
Melvin Mohr
Jake Klein

CORPORATE
SEAL

CITY OF SHEBOYGAN
By Willard M. Sonnenburg
Mayor.

Countersigned:
By Erwin Mohr
Clerk.

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) ss.

Personally came before me this 2 day of June, A. D., 1936, Walter Grasse, President and Geo. W. Froehlich, Secretary, of the above named Sheboygan Dairy Products Company, to me known to be the persons who executed the foregoing instrument in behalf of said Sheboygan Dairy Products Co., and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Seal) Leo Hettinger
Notary Public, Sheboygan County, Wis.
My Commission Expires Dec. 24, 1939.

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) ss.

Personally came before me this 5 day of June, A. D., 1936, W. M. Sonnenburg, Mayor and Erwin Mohr, City Clerk, of the above named City, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said City of Sheboygan, Wisconsin, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City, by its authority.

(Seal) Reuben Pfister
Notary Public, Sheboygan County, Wis.
My Commission Expires 5/22/38

Received for Record at
2.02 P. M. June 5, 1936.

Alice M. Adams Register

0-0-0-0

337869

EASEMENT

EASEMENT AGREEMENT

THIS INDENTURE, made this 23 day of May, A. D., 1936, by and between THE C. REISS COAL COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, Party of the First Part, and the CITY OF SHEBOYGAN, a municipal corporation in Sheboygan County, Wisconsin, Party of the Second Part:

W I T N E S S E T H :

That the said Party of the First Part for and in consideration of the sum of One Dollar (\$1.00) to it paid by the Party of the Second Part, receipt of which is hereby confessed and acknowledged, does hereby grant to the Party of the Second Part the right to lay, operate and forever maintain an intercepting and main sewer for the collection and transmission of house, industrial and other sewage in and across a strip of land twenty feet wide and described as follows, to-wit:

That portion of vacated South 7th Street lying between the present west line of South 7th Street and the east line of Block 239, and between the north line of South Water Street and the south dock of the Sheboygan River.

Excepting and reserving, and subject to, the right of the Party of the First Part, its successors or assigns, to construct erect and maintain at any time in the future a building or buildings, or other structures including proper foundations, on, along and over said right of way, and on, along and over any sewer or other structure that may be constructed on said right of way by the Party of the Second Part, its successors or assigns, including the right to occupy, dispose of or otherwise exercise the rights of ownership in and to said right of

way which does not interfere with the existence and operations of said sewer.
 It is expressly understood and agreed, and is of the essence of this agreement, that any building or buildings, or other structures, including proper foundations therefor, to be constructed by the Party of the First Part, its successors or assigns, on, along and over the above described right of way, shall be so constructed as not to impair, damage or in any way interfere with the existence and operation of said sewer; and that any additional construction costs necessarily incurred by the Party of the First Part, its successors or assigns, in the erection of such building or buildings, or other structures, including proper foundations therefor, by reason of the presence of said sewer or for the protection of the same, shall be borne by the Party of the Second Part.

The Party of the Second Part for the purpose of constructing said sewer, shall have the right to enter, pass over and use said premises and the land adjacent thereto for the transportation, laying down and storage of materials, tools and equipment, the depositing and removal of excavating materials, and for other purposes incidental to the work, during the period of construction of said sewer; but after said sewer has been constructed the right of the Party of the Second part so to use said premises and adjacent lands for purposes of maintenance and repair, shall be limited to such reasonable use as is consistent with the use of the premises, future as well as present, through which said sewer is laid, by the owner or owners thereof, and in any event such use shall be with the least inconvenience practicable to the Party of the First Part, its successors or assigns.

The easement and rights herein granted to the Party of the Second Part are subject to the condition that the Party of the Second Part will indemnify and save harmless the Party of the First Part against any claims which may be made against the Party of the First Part for damages to person or property as the result of any acts of the Party of the Second Part, its officers, agents, employees and contractors in the exercise or attempted exercise of any of the rights given the Party of the Second Part under this agreement upon the premises of the Party of the First Part; and is subject to the further condition that the Party of the Second Part will promptly compensate the Party of the First Part for any damages sustained to the property of the latter (other than the depreciation in the value of said premises due to the granting of the easement) by reason of any acts of the Party of the Second Part, its Officers, agents, employees or contractors in exercising any of the rights given the Party of the Second Part hereunder, and for any damages sustained to the property of the Party of the First Part as the result of the bursting, overflowing or leaking of any sewers laid in or upon the premises of the Party of the Second Part pursuant to this agreement.

The Party of the Second Part as further consideration for the granting of this easement by the Party of the First Part does hereby agree to perform all covenants and conditions on its part to be performed hereunder.

This agreement shall be binding upon the successors and assigns of the parties hereto
 IN WITNESS WHEREOF, said Party of the First Part has caused these presents to be signed by W. A. Reiss, its President, and A. Leicht, its Secretary, and its corporate seal to be hereunto affixed, and the Party of the Second Part has caused these presents to be signed by W. M. Sonnenburg, its Mayor and countersigned by Erwin Mohr, its City Clerk, thereunto duly authorized by proper resolution adopted by the City Council of the City of Sheboygan, and its corporate seal to be hereunto affixed the day and year first above written.

In presence of:
 M. Muehlbauer
 E. M. Gartman

CORPORATE
 SEAL

THE C. REISS COAL COMPANY,
 By W. A. Reiss
 President
 Countersigned:
 By A. Leicht
 Secretary

In presence of:
 Melvin Mohr
 Jake Klein

CORPORATE
 SEAL

CITY OF SHEBOYGAN,
 By Willard M. Sonnenburg
 Mayor.
 Countersigned:
 By Erwin Mohr
 Clerk.

STATE OF WISCONSIN)
) ss.
 SHEBOYGAN COUNTY)

Personally came before me this 23 day of May, A. D., 1936, W. A. Reiss, President, and A. Leicht, Secretary, of the above named C. Reiss Coal Co., to me known to be the persons who executed the foregoing instrument in behalf of said C. Reiss Coal Co., and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

(Seal)

Arno A. Landwehr
 Notary Public, Sheboygan County, Wis.
 My Commission Expires Sept. 18-1938

STATE OF WISCONSIN)
) ss.
 SHEBOYGAN COUNTY)

Personally came before me this 5 day of June, A. D. 1936, W. M. Sonnenburg, Mayor, and Erwin Mohr, City Clerk, of the above named City, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of said City of Sheboygan, Wisconsin, and acknowledged that they executed the foregoing instrument as such officers as the deed of said City, by its authority.

(Seal)

Reuben Pfister
 Notary Public, Sheboygan County, Wis.
 My Commission Expires 5/22/38

Received for Record at
 2:02 P. M. June 5, 1936.

Alice M. Adams Register

338056

EASEMENT

0-0-0-0

In consideration of Twenty-nine and no/100 Dollars, (\$29.00) the undersigned grant to WISCONSIN TELEPHONE COMPANY the Plank Road Telephone Company the following privileges:
 To erect and maintain their poles, wires, anchors and other appliances necessary in the conduct of their business approximately forty-six feet north of the center line of the highway, which is approximately one foot north of the north line of said highway, being both on and over land owned by the undersigned and described as follows: the south four rods of the southwest one quarter of the southwest one quarter of section twenty-three, township fifteen north, range twenty-one east, in the town of Plymouth County of Sheboygan Wisconsin; to trim at any time all trees along the land above described so as to clear the wires at least ten (10) feet except one apple and two pear trees, which may be trimmed not lower than a point twenty feet above the ground.. Storm fixture may extend four feet each side of pole line at cross fence.

IV

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred R. O. No. 66-21-22 by City Clerk submitting a claim from Peter Reichelsdorfer for alleged damages to his vehicle from a tree branch; recommends filing the claim.

ms

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

4.7

R. O. No. 66 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting a claim from Peter Reichelsdorfer for alleged damages to his vehicle from a tree branch.

CITY CLERK

F+P

DATE RECEIVED 8-13-21

RECEIVED BY MKC

CLAIM NO. 11-21

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 13 2021

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.

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

1. Name of Claimant: PETER REICHELSDORFER

2. Home address of Claimant: 1424 CASTLE AVENUE

3. Home phone number: 920 316 2119

4. Business address and phone number of Claimant: Ret'd

5. When did damage or injury occur? (date, time of day) 6 AUG 21

6. Where did damage or injury occur? (give full description) CURB SIDE @ 1424 CASTLE AVE, SHEBOYGAN

7. How did damage or injury occur? (give full description) TREE BRANCH FROM LINDEN TREE BETWEEN SIDE WALK & CURB FELL ON VEHICLE DURING THUNDER STORM
TREE REMOVED BY CITY EMPLOYEES ON 12 AUG 21

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

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

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

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

(a) Public property alleged to be dangerous: LINDEN TREE

(b) Claimant's statement of basis for such liability: TREE IS CITY PROPERTY

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

N/A

11. Name and address of any other person injured:

N/A

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

Auto:

\$ 1300.00

Property:

\$

Personal injury:

\$

Other: (Specify below)

\$

TOTAL

\$ 1300.00

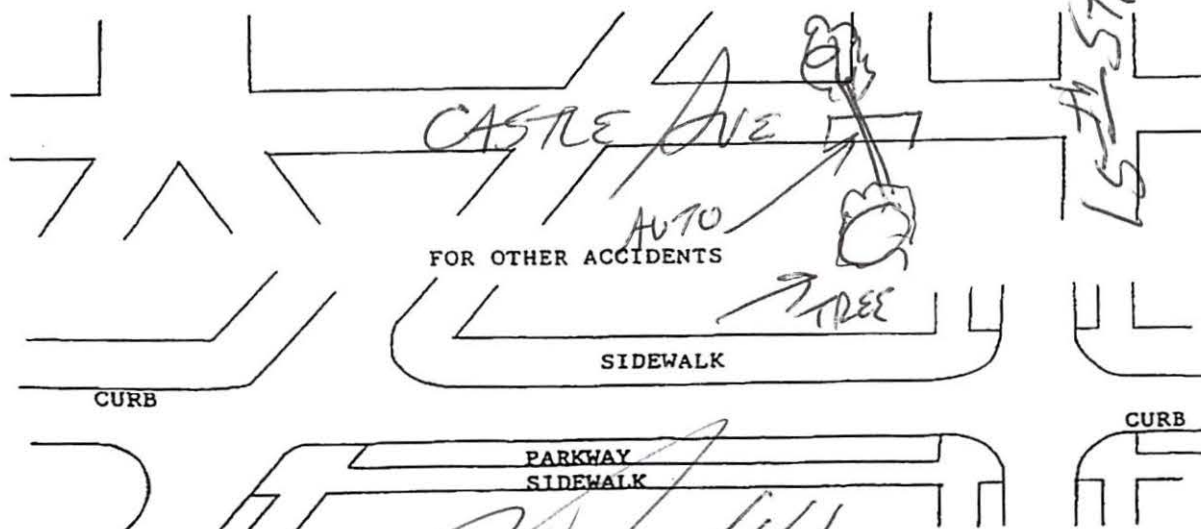
Damaged vehicle (if applicable)

Make: GMC Model: Envoy Year: 2006 Mileage: 175,650

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

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

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



SIGNATURE OF CLAIMANT

[Handwritten signature]

DATE

13 Aug 21

DATE RECEIVED _____

RECEIVED BY _____

CLAIM NO. _____

CLAIM

Claimant's Name: PETER REICHELS DORF Auto \$ 1300⁰⁰

Claimant's Address: 1424 CASTLE AVE Property \$ _____

SHEBOYGAN WI 53081 Personal Injury \$ _____

Claimant's Phone No. 920 316 2119 Other (Specify below) \$ _____

TOTAL \$ 1300⁰⁰

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 \$ 1300⁰⁰.

SIGNED [Signature]

DATE: 13 AUG 21

ADDRESS: 1424 CASTLE AVE
SHEBOYGAN, WI 53081

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

ROBERT RUSCH, INC.
1129 INDIANA AVENUE
SHEBOYGAN, WI. 53081
OFFICE:(920) 452-8681 FAX:(920) 452-8733

*** PRELIMINARY ESTIMATE ***

08/09/2021 09:39 AM

Owner

Owner: PETER REICHELSDORFER
Address:

Work/Day: (920)316-2119

Inspection

Inspection Date: 08/09/2021 09:40 AM

Inspection Type:

Repairer

Repairer: Robert Rusch Inc.
Address: 1129 Indiana Ave.
City State Zip: Sheboygan, WI 53081
Email: doldenburg@robertruschinc.com

Contact: David Oldenburg
Work/Day: (920)452-8681
FAX: (920)452-8733

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2006 GMC Envoy SLE 4 DR Wagon
6cyl Gasoline 4.2
4 Speed Automatic

Lic.Plate: PC8864
Lic Expire:
Veh Insp# :
Condition:
Ext. Color: GREY MET
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1GKDT13S562159187
Mileage Type: Actual
Code: U7213A
Int. Color:
Int. Refinish: Two-Stage

Options

4-Wheel Drive	AM/FM CD Player	Alarm System
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Locking Hubs (4WD)
Camper/Towing Package	Center Console	Cruise Control
Dual Air Conditioning	Dual Airbags	Dual Zone Auto A/C
Electronic Transfer Case	Floor Mats	Fog Lights
Intermittent Wipers	Keyless Entry System	Leather Steering Wheel
Lighted Entry System	OnStar System	Power Brakes
Power Door Locks	Power Mirrors	Power Steering
Power Windows	Privacy Glass	Rear Window Defroster
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Roof/Luggage Rack
Split Folding Rear Seat	Stability Cntrl Suspensn	Tachometer
Tilt Steering Wheel	Tinted Glass	Traction Control System
Trailer Hitch	Velour/Cloth Seats	Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Roof										
1	RI	398		Luggage Rack R & I	R & I Assembly				1.0	SM
Quarter And Rocker Panel										
2	I	389		Panel,Quarter LT	Repair				4.5*	SM
3	L	389	#	Panel,Quarter LT	Refinish				3.6*	RF
					2.5 Surface					
					0.6 Two-stage setup					
					0.5 Two-stage					
4	NG	395		# = 10, 13 Glass,Quarter Tinted LT	NAGS DQ10562-YP	\$364.28*			0.0*	SM
Rear Body, Lamps And Floor Pan										
5	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
Manual Entries										
6	SB			HAZARD. WSTE. REM.	Sublet Repair	\$3.00*				SM
7	L			CORROSION PROTECTION	Refinish				0.2*	RF
8	RI			DROP HEADLINER L SIDE	R & I Assembly				0.5*	SM*
8	Items									
			MC	Message						
			10	INCLUDES AUDATEX TIME TO CLEAR ENTIRE PANEL						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

Estimate Total & Entries

Other Parts						\$364.28				
Paint & Materials				3.8 Hours @ \$42.00		\$159.60				
Parts & Material Total									\$523.88	
Tax on Parts & Material				@ 5.500%					\$28.81	
Labor										
				Rate	Replace Hrs	Repair Hrs	Total Hrs			
Sheet Metal (SM)				\$65.00	1.8	4.5	6.3	\$409.50		
Mech/Elec (ME)				\$86.00						
Frame (FR)				\$76.00						
Refinish (RF)				\$65.00	3.8		3.8	\$247.00		
Labor Total							10.1 Hours		\$656.50	
Tax on Labor				@ 5.500%				\$36.11		
Sublet Repairs								\$3.00		
Tax on Sublet				@ 5.500%				\$0.17		
Gross Total									\$1,248.47	
Net Total									\$1,248.47	

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Audatex Host
OEM Part Prices DT 08/09/2021 09:40 AM EstimateID 854007339534000128 QuoteID ****
Rate Name Default

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

*** PRELIMINARY ESTIMATE ***

08/09/2021 11:27 AM

Owner

Owner: PETER W REICHELSDORFER
Address: 1424 CASTLE AVENUE
City State Zip: Sheboygan, WI 53081
Home/Day: (920)452-9450
Cell: (920)316-2119
FAX:

Inspection

Inspection Date: 08/09/2021 11:31 AM
Primary Impact: Left Rear Side
Inspection Type:
Secondary Impact:
Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081
Appraiser License #:
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Repairer

Repairer: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Contact:
Work/Day: (920)459-6855
Work/Day: (888)459-6855
FAX: (920)459-6286

Target Complete Date/Time:

Days To Repair: 4

Vehicle

OEM Part Price Quote ID: ****

2003 GMC Envoy SLE 4 DR Wagon
6cyl Gasoline 4.2
4 Speed Automatic

Lic.Plate: PC8864
Lic Expire:
Prod Date:
Veh Insp#:
Condition:
Ext. Color: GREY
Ext. Refinish: Two-Stage

Lic State: WI
VIN: 1GKDT13S532159187
Mileage: 175,407
Mileage Type: Actual
Code: U7213A
Int. Color:
Int. Refinish: Two-Stage

Options

4-Wheel Drive
Alarm System
Auto Locking Hubs (4WD)
Center Console
Electronic Transfer Case

AM/FM CD Player
Aluminum/Alloy Wheels
Bucket Seats
Cruise Control
Fog Lights

Air Conditioning
Anti-Lock Brakes
Camper/Towing Package
Dual Airbags
Intermittent Wipers

Keyless Entry System	Leather Steering Wheel	Lighted Entry System
Power Brakes	Power Door Locks	Power Mirrors
Power Steering	Power Windows	Privacy Glass
Rear Window Wiper/Washer	Rem Trunk-L/Gate Release	Split Folding Rear Seat
Tachometer	Tilt Steering Wheel	Tinted Glass
Trailer Hitch	Velour/Cloth Seats	Wood Interior Trim

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Roof										
1	RI	398		Luggage Rack R & I	R & I Assembly				1.6*	SM
Quarter And Rocker Panel										
2	L	128		Panel,Bodyside Inr Upr LT	Refinish 0.5 Surface 0.1 Two-stage				0.6	RF
3	IT	1522		Panel,Quarter LT	Partial Repair				6.0*	SM
>> REPAIR DOES NOT INCLUDE CORROSION IN LOWER AREAS										
4	L	1522	13	Panel,Quarter LT	Refinish 2.7 Surface 0.6 Two-stage setup 0.5 Two-stage				3.8	RF
5	EU	395		Glass,Quarter Tinted LT	Replace Recycled	\$100.00*	+25.00		0.0*	SM
>> RHINE AUTO PARTS / AL										
6	SB	395		Glass,Quarter Tinted LT	Sublet Repair	\$80.00*	+25.00			SM
>> LAKESHORE AUTO GLASS / INSTALLATION										
Rear Bumper										
7	RI	575		Rear Bumper Cover R&I	R & I Assembly				0.7	SM
Rear Body, Lamps And Floor Pan										
8	RI	533		Taillamp Assembly LT	R & I Assembly				0.3	SM
Manual Entries										
9	L	M17		Cover Car Exterior	Refinish	\$5.00*				RF
10	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*				SM
10 Items										

MC Message

13 INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

Estimate Total & Entries

Other Parts		\$105.00
Paint & Materials	4.4 Hours @ \$42.00	\$184.80
Line Item Markup		\$25.00
Parts & Material Total		\$314.80
Tax on Parts & Material	@ 5.500%	\$17.31

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs	
Sheet Metal (SM)	\$62.00	2.6	6.0	8.6	\$533.20
Mech/Elec (ME)	\$130.00				
Frame (FR)	\$78.00				
Refinish (RF)	\$62.00	4.4		4.4	\$272.80

Labor Total		13.0 Hours		\$806.00
Tax on Labor	@ 5.500%		\$44.33	
Sublet Repairs			\$105.00	
Tax on Sublet	@ 5.500%		\$5.78	
Gross Total				\$1,293.22
Net Total				\$1,293.22

Alternate Parts Y/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 53081 Default
 OEM Part Prices DT 08/09/2021 11:27 AM EstimateID 854034313157550080 QuoteID ****
 SPPL Yes Zip Code: 53081 DEFAULT
 Rate Name Default


Audatex Estimating 8.1.209 ES 08/09/2021 11:40 AM REL 8.1.209 DT 07/01/2021 DB 08/08/2021
State Disclosure:WI
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1.2 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

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


Op Codes

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



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VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred Res. No. 51-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP for Strategic Plan Consulting, authorizing the City Administrator to enter into future scope appendices with Baker Tilly, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 51 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Engagement Letter Agreement with Baker Tilly US, LLP for Strategic Plan Consulting, authorizing the City Administrator to enter into future scope appendices with Baker Tilly, and authorizing the Finance Director to make a necessary budget adjustment and appropriation in the 2021 budget.

WHEREAS, one of the documents currently guiding the City of Sheboygan's (the "City") decision making process is its Strategic Plan; and

WHEREAS, the current Strategic Plan runs through 2021; and

WHEREAS, the City desires to obtain consulting services to assist with the development of a new strategic plan; and

WHEREAS, it is in the best interest of the City to engage Baker Tilly US, LLP ("Baker Tilly") to provide these consulting services.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into the attached Engagement Letter Agreement with Baker Tilly, including the Scope Appendix regarding Strategic Plan Consulting.

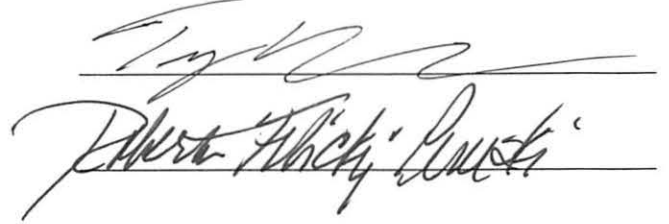
BE IT FURTHER RESOLVED: That the City Administrator is, subject to the availability of funds, authorized to enter into subsequent Scope Appendices under this Engagement Letter Agreement with Baker Tilly.

BE IT FURTHER RESOLVED: That the City Administrator is instructed to appoint an appropriate senior-level point of contact for each Scope Appendix with Baker Tilly.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for General Fund - Council - Contracted Services (Account No. 10110100-521900) by \$141,277.50, which is sufficient to pay for the Strategic Plan Consulting Scope Appendix and the expenses anticipated under that Scope Appendix.

FSP
2/3

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the General Fund - Contingency Reserve (Account No. 10199020-810103).



Robert F. Wick

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



Baker Tilly US, LLP
Ten Terrace Ct, PO Box 7398
Madison, WI 53707-7398
tel 608 249 6622
fax 608 249 8532
bakertilly.com

August 18, 2021

Ryan Sorenson
Mayor
City of Sheboygan
828 Center Avenue, Suite 300
Sheboygan, WI 53081

RE: Engagement Letter Agreement Related to Services

Dear Mayor Sorenson:

This letter agreement (the "Engagement Letter") is to confirm our understanding of the basis upon which Baker Tilly US, LLP ("Baker Tilly") and its affiliates are being engaged by the City of Sheboygan, Wisconsin (the "Client") to assist the Client with advisory services.

Scope, Objectives and Approach

It is anticipated that projects undertaken in accordance with this Engagement Letter will be at the request of the Client. The scope of services, additional terms and associated fee for individual engagements will be contained in a Scope Appendix or Appendices to this Engagement Letter. Authorization to provide services will commence upon execution and return of this Engagement Letter and one or more Appendices.

Management's Responsibilities

It is understood that Baker Tilly will serve in an advisory capacity with the Client. The Client is responsible for management decisions and functions, and for designating an individual with suitable skill, knowledge or experience to oversee the services we provide. The Client is responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services. The Client is responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

The procedures we perform in our engagement will be heavily influenced by the representations that we receive from Client personnel. Accordingly, false representations could cause material errors to go undetected. If a representation is made to Baker Tilly which does not match Baker Tilly's observations, or which otherwise leads or should lead Baker Tilly to believe that the representation may be false, Baker Tilly shall identify the potentially false representation to an appropriate representative of the Client. If Baker Tilly does not identify the potentially false representation to an appropriate representative of the Client, Baker Tilly may have liability to the Client. The Client agrees that Baker Tilly will have no liability to the Client in connection with claims based upon our failure to detect material errors resulting from false representations made to us by any Client personnel (so long as Baker Tilly does not or should not believe that the representation may be false) and our failure to provide an acceptable level of service due to those false representations.

The ability to provide service according to timelines established and at fees indicated will rely in part on receiving timely responses from the Client. The Client will provide information and responses to deliverables within the timeframes established in a Scope Appendix unless subsequently agreed otherwise in writing.

Unless required to complete the services and noted as a Baker Tilly responsibility on the applicable Scope Appendix, the responsibility for auditing the records of the Client rests with the Client's separately retained auditor. The work performed by Baker Tilly shall not include an audit or review

of the records or the expression of an opinion on financial data unless specified on the applicable Scope Appendix.

Ownership of Intellectual Property

Unless otherwise stated in a specific Scope Appendix, subject to Baker Tilly's rights in Baker Tilly's Knowledge (as defined below), Client shall own all intellectual property rights in the deliverables developed under the applicable Scope Appendix or Appendices ("Deliverables"). Notwithstanding the foregoing, Baker Tilly will maintain all ownership right, title and interest to all Baker Tilly's Knowledge. For purposes of this Agreement "Baker Tilly's Knowledge" means Baker Tilly's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Baker Tilly prior to the Effective Date of this Agreement or the applicable Scope Appendix or Appendices ("Baker Tilly's Preexisting Knowledge"); (2) developed or obtained by Baker Tilly after the Effective Date, that are reusable from client to client and project to project, where Client has not paid for such development; and (3) extensions, enhancements, or modifications of Baker Tilly's Preexisting Knowledge which do not include or incorporate Client's confidential information. To the extent that any Baker Tilly Knowledge is incorporated into the Deliverables, Baker Tilly grants to Client a non-exclusive, paid up, perpetual, royalty-free worldwide license to use such Baker Tilly Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Baker Tilly.

Baker Tilly shall maintain copies of its work papers and any other record created as part of any Scope Appendix between Baker Tilly and Client that could constitute a public record under Wisconsin law for at least 7 years.

Timing and Fees

Specific services will commence upon execution and return of a Scope Appendix to this Engagement Letter and our professional fees will be based on the rates outlined in such Scope Appendix.

Unless otherwise stated, in addition to the fees described in a Scope Appendix the Client will pay all of Baker Tilly's reasonable out-of-pocket expenses incurred in connection with the engagement. All out of pocket costs will be passed through at cost and will be in addition to the professional fee.

Dispute Resolution

Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Engagement Letter or the applicable Scope Appendix or Appendices as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Agreement or the applicable Scope Appendix or Appendices as shall be resolved as set forth in this section using the following procedure: In the unlikely event that differences concerning the services or fees provided by Baker Tilly should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. If the dispute is not resolved by mediation, then the parties agree to expressly waive trial by jury in any judicial proceeding involving directly or indirectly, any matter (whether sounding in tort, contract, or otherwise) in any way arising out of, related to, or connected with this Agreement or the applicable Scope Appendix or Appendices as or the relationship of the parties established hereunder. Any judicial proceeding shall take place in Sheboygan County, Wisconsin.

Because a breach of any the provisions of this Engagement Letter or the applicable Scope Appendix or Appendices as concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Baker Tilly agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the mediation procedures set forth in this section in order to seek injunctive or declaratory relief.

Limitation on Damages

To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under an applicable Scope Appendix or Appendices shall not exceed the fees paid to Baker Tilly under the applicable Scope Appendix or Appendices to which the claim relates, except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Engagement Letter or the applicable Scope Appendix or Appendices as even if the other party has been advised of the possibility of such damages.

Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Engagement Letter are material bargained for bases of this Engagement Letter and that they have been taken into account and reflected in determining the consideration to be given by each party under this Engagement Letter and in the decision by each party to enter into this Engagement Letter.

The terms of this section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort or any form of negligence, whether of you, Baker Tilly or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Engagement Letter.

You accept and acknowledge that any legal proceedings arising from or in conjunction with the services provided under this Engagement Letter must be commenced within the applicable statute of limitations.

Other Matters

In the event Baker Tilly is requested by the Client; or required by government regulation, subpoena, or other legal process to produce our engagement working papers or any other record or its personnel as witnesses with respect to its Services rendered for the Client, so long as Baker Tilly is not a party to the proceeding in which the information is sought, Client will reimburse Baker Tilly for its professional time and expenses, as well as the fees and legal expenses incurred in responding to such a request.

Neither this Engagement Letter, any claim, nor any rights or licenses granted hereunder may be assigned, delegated, or subcontracted by either party without the written consent of the other party. Either party may assign and transfer this Engagement Letter to any successor that acquires all or substantially all of the business or assets of such party by way of merger, consolidation, other business reorganization, or the sale of interest or assets, provided that the party notifies the other party in writing of such assignment and the successor agrees in writing to be bound by the terms and conditions of this Engagement Letter.

In the event that any provision of this Engagement Letter or statement of work contained in a Scope Appendix hereto is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Engagement Letter or statement of work did not contain the particular provisions held to be unenforceable. The unenforceable provisions shall be replaced by mutually acceptable provisions which, being valid, legal and enforceable, come closest to the intention of the parties underlying the invalid or unenforceable provision. If the Services should become subject to the independence rules of the U.S. Securities and Exchange Commission with respect to Client, such that any provision of this Engagement Letter would impair Baker Tilly's independence under its rules, such provision(s) shall be of no effect.

Termination

Both the Client and Baker Tilly have the right to terminate this Engagement Letter or any work being done under an individual Scope Appendix at any time after at least 30 days advance written notice. On termination, all fees and charges incurred prior to termination shall be paid within 30 days. Unless otherwise agreed to by the Client and Baker Tilly, the scope of services provided in a Scope Appendix will terminate 60 days after completion of the services in such Appendix.



Appropriation of Funds

If funds for the continued fulfillment of any Scope Appendix are at any time not forthcoming or are insufficient, through failure of any entity – including the Client itself – to appropriate funds or otherwise, then the Client shall have the right to terminate this Agreement without penalty.

Important Disclosures

Incorporated as Attachment A and part of this Engagement Letter are important disclosures. These include disclosures that apply generally and those that are applicable in the event Baker Tilly is engaged to provide municipal advisory services.

This Engagement Letter, including the attached Disclosures as updated from time to time, comprises the complete and exclusive statement of the agreement between the parties, superseding all proposals, oral or written, and all other communications between the parties. Both parties acknowledge that work performed pursuant to the Engagement Letter will be done through Scope Appendices executed and made a part of this document.

Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Engagement Letter shall survive the expiration or termination of this Engagement Letter or any statement of work contained in a Scope Appendix hereto.

If this Engagement Letter is acceptable, please sign below and return one copy to us for our files.

Sincerely,

David W. Eisenlohr
Managing Director

Signature Section:

The terms as set forth in this Engagement Letter are agreed to on behalf of the Client by:

ATTEST:

Ryan Sorenson
Mayor

Meredith DeBruin
City Clerk

Date

Date

Attachment A Important Disclosures

Non-Exclusive Services

Client acknowledges and agrees that Baker Tilly, including but not limited to Baker Tilly US, LLP, Baker Tilly Municipal Advisors, LLC, Baker Tilly Capital, LLC, and Baker Tilly Investment Services, LLC, is free to render municipal advisory and other services to the Client or others and that Baker Tilly does not make its services available exclusively to the Client.

Affiliated Entities

Baker Tilly US, LLP is an independent member of Baker Tilly International. Baker Tilly International Limited is an English company. Baker Tilly International provides no professional services to clients. Each member firm is a separate and independent legal entity and each describes itself as such. Baker Tilly US, LLP is not Baker Tilly International's agent and does not have the authority to bind Baker Tilly International or act on Baker Tilly International's behalf. None of Baker Tilly International, Baker Tilly US, LLP, nor any of the other member firms of Baker Tilly International has any liability for each other's acts or omissions. The name Baker Tilly and its associated logo is used under license from Baker Tilly International Limited.

Baker Tilly Investment Services, LLC ("BTIS"), a U.S. Securities and Exchange Commission ("SEC") registered investment adviser, may provide services to the Client in connection with the investment of proceeds from an issuance of securities. In such instances, services will be provided under a separate engagement, for an additional fee. Notwithstanding the foregoing, Baker Tilly may act as solicitor for and recommend the use of BTIS, but the Client shall be under no obligation to retain BTIS or to otherwise utilize BTIS relative to Client's investments. The fees paid with respect to investment services are typically based in part on the size of the issuance proceeds and Baker Tilly may have incentive to recommend larger financings than would be in the Client's best interest. Baker Tilly will manage and mitigate this potential conflict of interest by this disclosure of the affiliated entity's relationship, a Solicitation Disclosure Statement when Client retains BTIS's services and adherence to Baker Tilly's fiduciary duty and/or fair dealing obligations to the Client.

Baker Tilly Capital, LLC ("BTC") is a limited service broker-dealer specializing in merger and acquisition, capital sourcing, project finance and corporate finance advisory services. BTC does not participate in any municipal offerings advised on by its affiliate Baker Tilly Municipal Advisors. Any services provided to Client by BTC would be done so under a separate engagement for an additional fee.

Baker Tilly Municipal Advisors ("BTMA") is registered as a "municipal advisor" pursuant to Section 15B of the Securities Exchange Act and rules and regulations adopted by the SEC and the Municipal Securities Rulemaking Board ("MSRB"). As such, BTMA may provide certain specific municipal advisory services to the Client. BTMA is neither a placement agent to the Client nor a broker/dealer. The offer and sale of any Bonds is made by the Client, in the sole discretion of the Client, and under its control and supervision. The Client acknowledges that BTMA does not undertake to sell or attempt to sell bonds or other debt obligations and will not take part in the sale thereof.

Baker Tilly, may provide services to the Client in connection with human resources consulting, including, but not limited to, executive recruitment, talent management and community survey services. In such instances, services will be provided under a separate scope of work for an additional fee. Certain executives of the Client may have been hired after the services of Baker Tilly were utilized and may make decisions about whether to engage other services of Baker Tilly or its subsidiaries. Notwithstanding the foregoing, Baker Tilly may recommend the use of Baker Tilly or a subsidiary, but the Client shall be under no obligation to retain Baker Tilly or a subsidiary or to otherwise utilize either relative to the Client's activities.

Conflict Disclosure Applicable to Municipal Advisory Services Provided by BTMA

Legal or Disciplinary Disclosure. BTMA is required to disclose to the SEC information regarding criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation involving BTMA. Pursuant to MSRB Rule G-42, BTMA is required to disclose any legal or disciplinary event that is material to the Client's evaluation of BTMA or the integrity of its management or advisory personnel.

There are no criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations or civil litigation involving BTMA. Copies of BTMA filings with the SEC can currently be found by accessing the SEC's EDGAR system Company Search Page which is currently available at <https://www.sec.gov/edgar/searchedgar/companysearch.html> and searching for either Baker Tilly Municipal Advisors, LLC or for our CIK number which is 0001616995. The MSRB has made available on its website (www.msrb.org) a municipal advisory client brochure that describes the protections that may be provided by MSRB rules and how to file a complaint with the appropriate regulatory authority.

Contingent Fee. The fees to be paid by the Client to BTMA are or may be based on the size of the transaction and partially contingent on the successful closing of the transaction. Although this form of compensation may be customary in the municipal securities market, it presents a conflict because BTMA may have an incentive to recommend unnecessary financings, larger financings or financings that are disadvantageous to the Client. For example, when facts or circumstances arise that could cause a financing or other transaction to be delayed or fail to close, BTMA may have an incentive to discourage a full consideration of such facts and circumstances, or to discourage consideration of alternatives that may result in the cancellation of the financing or other transaction.

Hourly Fee Arrangements. Under an hourly fee form of compensation, BTMA will be paid an amount equal to the number of hours worked multiplied by an agreed upon billing rate. This form of compensation presents a potential conflict of interest if BTMA and the Client do not agree on a maximum fee under the applicable Appendix to this Engagement Letter because BTMA will not have a financial incentive to recommend alternatives that would result in fewer hours worked. In addition, hourly fees are typically payable by the Client whether or not the financing transaction closes.

Fixed Fee Arrangements. The fees to be paid by the Client to BTMA may be in a fixed amount established at the outset of the service. The amount is usually based upon an analysis by Client and BTMA of, among other things, the expected duration and complexity of the transaction and the work documented in the Scope Appendix to be performed by Baker Tilly. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, Baker Tilly may suffer a loss. Thus, Baker Tilly may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives.

BTMA manages and mitigates conflicts related to fees and/or other services provided primarily through clarity in the fee to be charged and scope of work to be undertaken and by adherence to MSRB Rules including, but not limited to, the fiduciary duty which it owes to the Client requiring BMTA to put the interests of the Client ahead of its own and BTMA's duty to deal fairly with all persons in its municipal advisory activities.

To the extent any additional material conflicts of interest have been identified specific to a scope of work the conflict will be identified in the respective Scope Appendix. Material conflicts of interest that arise after the date of a Scope Appendix will be provide to the Client in writing at that time.

RE: Strategic Plan Consulting

DATE: August 18, 2021

This Scope Appendix is attached by reference to the above-named engagement letter (the "Engagement Letter") between The City of Sheboygan ("the City") and Baker Tilly US, LLP ("BT") and relates to services to be provided by BT to the City.

Scope of Work

BT will perform the following services:

Phase 1 – Define

- 1.1 – Mobilize the strategic planning project team
- 1.2 – Collect background data and materials
- 1.3 – Develop a stakeholder outreach and engagement plan
- 1.4 – Finalize and deliver the project plan and milestone schedule

Phase 1 Deliverables

- Initial data request memo
- Stakeholder outreach and engagement plan
- Final project plan, schedule and budget

Phase 2 – Discover

- 2.1 Review background materials and data
- 2.2 Complete internal discovery interviews and employee focus groups
- 2.3 Engage citizens and other stakeholders
- 2.4 Summarize baseline Discover phase findings

Phase 2 Deliverables

- Discover phase baseline findings summary

Phase 3 – Develop

- 3.1 Design a leadership team strategic planning workshop
- 3.2 Facilitate the leadership strategy workshop
 - 3.2.1 Understand and describe the current strategic context and organizational strengths, weaknesses, opportunities and threats
 - 3.2.2 Articulate clear statements of vision, mission and values
 - 3.2.3 Develop and prioritize strategic goals
 - 3.2.4 Identify mission-critical services and business processes
- 3.3 Create a City of Sheboygan strategy map
- 3.4 Facilitate the identification and documentation of operating objectives and initiatives
- 3.5 Prepare a strategy deployment roadmap
- 3.6 Finalize and present the strategic plan

Phase 3 Deliverables

- Draft and Final City of Sheboygan Strategic Plan documents

Phase 4 – Deploy

- 4.1 Establish and train internal strategy implementation teams
- 4.2 Facilitate the development of performance metrics and a reporting model
- 4.3 Prepare a change management and communication plan
- 4.4 Provide ongoing implementation technical support (Optional, out of current scope)

Phase 4 Deliverables

- Recommended cross-functional implementation team structure
- Implementation team training
- Key strategic performance indicators to the objective level
- Recommended reporting format and process
- Change management and communication plan
- Optional continuing support and special projects as requested

Client Responsibilities

The services, fees and delivery schedule for this assignment are based upon the following assumptions, representations, or information supplied by the City:

- The City will assign a senior-level point of contact to provide overall guidance and direction to the project consultant. BT is entitled to rely on the information and direction provided by the assigned City representative.
- The City will assist BT with the collection of requested background data, documents, and material.
- Appropriate members of the City staff will be available to participate in meetings, interviews and focus groups as required for project completion.
- Adherence to project timelines and estimated fees depends on the availability of City personnel and external stakeholder participation.
- The City will provide appropriate office space, connectivity, telephone and related "de minimus" administrative support to the project consultant while on site.
- The City will assist BT in keeping the project within the predefined scope to ensure timely and on-budget completion of the engagement.
- The City will arrange locations and facilities required for planning workshops and stakeholder engagement sessions, including audiovisual equipment, power availability, and internet connectivity.
- The City will secure and pay directly for any required meeting rooms, room setups, food and beverage and other facilities and services needed to support the strategic planning workshop meetings, focus groups, and engagement/outreach sessions.
- BT will deliver one reproducible and one electronic copy in PDF format of the final report. The City will be responsible for the reproduction and distribution of this document as needed

Compensation and Invoicing

BT will complete the strategic planning project as described herein for the fixed professional services fee of \$ 122,850. In addition to the fixed professional fee, BT will invoice the City for reimbursement of direct project-related costs for such items as travel and per diem, document design and production, and other usual and customary expenses for projects of this type.

BT will submit progress billings monthly, based on work performed during the preceding month plus expense reimbursement. Expenses are invoiced on an actual cost basis without markup for administrative or overhead charges. Invoices are due within 30 days of receipt.

Should the City require additional work outside of the scope of services included in this proposal, we will be pleased to provide such services at either our standard hourly rates, plus direct expenses or at an agreed-upon fee based on the additional scope requested. We will perform no such additional work without the prior written authorization of the City. The table below lists BT's current hourly billing rates for professional services:

Title	Hourly Rate
Partner/Principal/Director	\$320
Senior Manager	\$275
Manager	\$225
Senior Consultant	\$195
Consultant	\$165
Analyst	\$125
Administrative Support	\$80

Conflicts of Interest

Attachment A to the Engagement Letter contains important disclosure information that is applicable to this Scope Appendix. We are unaware of any additional conflicts of interest related to this Scope Appendix that exist at this time.

Termination

This Scope Appendix will terminate according to the terms of the Engagement Letter.

If this Scope Appendix is acceptable, please sign below and return one copy to us for our files. We look forward to working with you on this challenging project.

Sincerely,

David Eisenlohr
Managing Director

**SCOPE APPENDIX to
Engagement Letter dated: August 18, 2021
Between The City of Sheboygan, Wisconsin and
Baker Tilly US, LLP**

Signature Section:

The services and terms as set forth in this Scope Appendix are agreed to on behalf of the City by:

ATTEST:

Ryan Sorenson
Mayor

Meredith DeBruin
City Clerk

Date

Date

~~City~~ City

**TERMINATION AGREEMENT
BY AND BETWEEN**

**WATER'S EDGE DEVELOPMENT OF SHEBOYGAN, LLC,
AND THE CITY OF SHEBOYGAN**

THIS TERMINATION AGREEMENT ("Agreement"), is made this 21st day of September, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Water's Edge Development of Sheboygan, LLC, a Wisconsin limited liability company (hereinafter called "Previous Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097.

The City has established a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.1105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes Development Incentive Payments as eligible project costs for purposes of carrying out the Project Plan.

The City previously entered into a Development Agreement ("Prior Agreement") with Previous Developer to develop 32 condominium units in two phases with various Development Incentive Payments to be paid by the City along with shortfall payments to be paid by the Previous Developer should certain minimum assessed property valuations contained in the Prior Agreement not be met.

The Previous Developer successfully constructed the condominium units in Phase One of the Prior Agreement, but has chosen not to continue with Phase Two of the project that was the subject of said Prior Agreement. The Developer proposes to construct a boutique hotel and outdoor pavilion area to replace Previous Developer's plans for the Phase Two condominiums.

Pursuant to Article IV of the Prior Agreement, Previous Developer agreed to make various shortfall payments to the City should various guarantees related to minimum assessed property valuations not be attained. Said minimum assessed property valuations have not and will not be met.

Previous Developer agrees that it shall pay to the City the sum of \$40,000, to be paid within fourteen (14) days of the date of this Agreement. Upon receipt of said sum, the City and the Previous Developer agree that the City shall be released from any requirement to make annual incentive payments pursuant to Section 402 of the Prior Agreement, and the Previous Developer



shall be released from any requirement to make further shortfall payments pursuant to Section 401 of the Prior Agreement.


This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

BY: 
Ryan Sorenson, Mayor

ATTEST: 
Meredith DeBruin, City Clerk

WATERSHED DEVELOPMENT, LLC

BY: 
Paul Weaver, Manager

Authorized pursuant to Res. 50-21-22.

City

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**WATERSHED DEVELOPMENT, LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this 21st day of September, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Watershed Development, LLC., a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097.

RECITALS

The City has established a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes Development Incentive Payments as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

The Project Plan to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location along the Sheboygan River in an underutilized area near the busy intersection of the North 14th Street and Niagara Avenue.

The City believes that the development of the Property through construction of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and of the health, safety and welfare of its residents.

AGREEMENT

NOW, THEREFORE, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

ARTICLE I. OVERVIEW OF THE PROJECT

The Project consists of a boutique hotel containing 25 units and an outdoor pavilion.

ARTICLE II. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

"Agreement" or "Development Agreement" means this Agreement, as the same may be from time to time modified, amended, or supplemented.

"Certification Date" shall mean the day each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

"Construction Plans" means state approved plans for the construction of the Project as described in Section 601 hereafter.

"Developer" means Watershed Development, LLC. and its permitted successors and assigns.

"Development Incentive Payments" means the incentive payments to the Developer by the City as set forth in Section 402 hereafter.

"Plans and Specifications" means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

"Project" means the development proposed by Developer as described in Article I.

"Property" means the property legally described on attached Exhibit A.

"Tax Incremental Value" means the increased real property assessment of the Property generated by the Project.

"Tax Increment Revenue" means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in determining the Tax Increment Revenue.

"TID Project Plan" means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

**ARTICLE III.
CONSTRUCTION SCHEDULE**

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	By September 2021
Issuance of Building Permits	By September 2021
Start Construction	By September 2021
Substantial Completion	By June 2022

**ARTICLE IV.
DEVELOPMENT PROVISIONS**

A. Annual Incentive Payment. As an inducement to Developer for the development of the Project and conditioned on the completion of the Project with a Tax Incremental Value of at least Two Million Six Hundred Thousand Dollars (\$2,600,000.00), as determined by the increase in the assessed property valuation of the Project over its valuation on January 1, 2021, the City agrees to pay to the Developer each year, for a maximum period of five (5) years, an annual Development Incentive Payment of Thirty Thousand Dollars (\$30,000.00) up to a cumulative total principal sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (each yearly payment being referenced to as an "Annual Incentive Payment"). The Annual Incentive Payment shall be paid to the Developer under this Section no later than September 30 of each year, commencing the year after the Developer completes the Project. Payment by the City of the Annual Incentive Payment will only be made if the Developer has paid current year property taxes (real and personal) to the City in full for all units owned by the Developer and if the Project's Tax Incremental Value is at least \$2,600,000.00. If the Developer has not completed the Project by December 31, 2022, then the City's obligation to make Annual Incentive Payments hereunder shall terminate.

B. General Provisions. The Annual Incentive Payments made under this Agreement are provided to the Developer by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop property within the TID in a manner that inures to the benefit of the general public, including those residing, owning property, or engaged in employment within the City. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

**ARTICLE V.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;
CERTIFICATE OF COMPLETION**

Section 501. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed

construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide Development Incentive Payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project, that it agrees not to take any action that will change the taxability of the property, and that it shall insert deed restrictions in any subsequent transfer of any portion of the Project to ensure that all future owners, assignees, and title holders of record shall be bound by the requirements of this paragraph.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

Section 502. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 501 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

ARTICLE VI. INDEMNIFICATION

Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

ARTICLE VII. MISCELLANEOUS

Section 701. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 702. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 703. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive

assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

Section 704. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 7722 W. Hawthorne Road, Mequon, WI 53097, Attention: Paul Weaver; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 705. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 706. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 707. Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

(Signature Page Follows)

VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred Res. No. 52-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC; recommends adopting the new termination agreement, and the amended development agreement, with the contingency that no signature should be fixed to the document until all terms of the termination agreement are met.

_____ 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

Subs. of Res. No. 52 - 21 - 22. By Alderpersons Mitchell & Filicky-Peneski.
September 20, 2021.

A RESOLUTION authorizing entering into a Termination Agreement with Water's Edge Development of Sheboygan, LLC and a Development Agreement with Watershed Development, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Termination Agreement with Water's Edge Development of Sheboygan, LLC regarding condominiums, and a Development Agreement with Watershed Development, LLC regarding a new project plan for phase two, copies of which are attached hereto and incorporated herein.

BE IT FURTHER RESOLVED: That the City's approval of the Development Agreement is contingent upon completion of the Termination Agreement, including all signatures on the Termination Agreement and receipt of the termination 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

5.4

Res. No. 52 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 7, 2021.

A RESOLUTION authorizing entering into a Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Development Agreement with Water's Edge Development of Sheboygan, LLC and Watershed Development, LLC regarding a proposed boutique hotel and outdoor pavilion area in Sheboygan, in form substantially similar to the attached agreement.

FHP



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

**DEVELOPMENT AGREEMENT
BY AND BETWEEN**

**WATERSHED DEVELOPMENT, LLC
AND THE CITY OF SHEBOYGAN**

THIS DEVELOPMENT AGREEMENT ("Agreement"), is made this ____ day of September, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Watershed Development, LLC., a Wisconsin limited liability company (hereinafter called "Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097.

RECITALS

The City has established a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes Development Incentive Payments as eligible project costs for purposes of carrying out the Project Plan.

The City proposes to enter into this Development Agreement with the Developer to achieve the objectives of TID #19 and to facilitate the implementation of TID #19's Project Plan. The City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the continued development in accordance with this Agreement.

The Project Plan to be undertaken by the Developer is of particular importance to the City and provides special benefits to the City because of its prominent location along the Sheboygan River in an underutilized area near the busy intersection of the North 14th Street and Niagara Avenue.

The City believes that the development of the Property through construction of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and of the health, safety and welfare of its residents.

AGREEMENT

NOW, THEREFORE, it is in the mutual interest of all parties to proceed with development of the Project, and in return for the benefits to be derived therefrom, the City is prepared to provide financial assistance to the Developer through Development Incentive Payments in order to bring about the development and thereby promote the sound redevelopment of the City's riverfront area.

ARTICLE I. OVERVIEW OF THE PROJECT

The Project consists of a boutique hotel containing 25 units and an outdoor pavilion.

ARTICLE II. DEFINITIONS

All capitalized terms used herein and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement” or “Development Agreement” means this Agreement, as the same may be from time to time modified, amended, or supplemented.

“Certification Date” shall mean the day each year when the City certifies the assessment of property for purpose of real property tax assessment in that year.

“Construction Plans” means state approved plans for the construction of the Project as described in Section 601 hereafter.

“Developer” means Watershed Development, LLC. and its permitted successors and assigns.

“Development Incentive Payments” means the incentive payments to the Developer by the City as set forth in Section 402 hereafter.

“Plans and Specifications” means the plans and specifications for the Project prepared from time to time by the Developer which are approved by the City in accordance with all procedures and requirements of the City for such approvals.

“Project” means the development proposed by Developer as described in Article I.

“Property” means the property legally described on attached Exhibit A.

“Tax Incremental Value” means the increased real property assessment of the Property generated by the Project.

“Tax Increment Revenue” means the Tax Increment (as defined in §66.1105(2)(i), Wis. Stats.) generated from the Tax Incremental Value. Personal Property is not included in determining the Tax Increment Revenue.

“TID Project Plan” means the Project Plan for the TID #19 of the City of Sheboygan, Wisconsin.

**ARTICLE III.
CONSTRUCTION SCHEDULE**

It is anticipated that the construction schedule for the Project will be carried out as follows:

City Plan Approvals	By September 2021
Issuance of Building Permits	By September 2021
Start Construction	By September 2021
Substantial Completion	By June 2022

**ARTICLE IV.
DEVELOPMENT PROVISIONS**

A. Annual Incentive Payment. As an inducement to Developer for the development of the Project and conditioned on the completion of the Project with a Tax Incremental Value of at least Two Million Six Hundred Thousand Dollars (\$2,600,000.00), as determined by the increase in the assessed property valuation of the Project over its valuation on January 1, 2021, the City agrees to pay to the Developer each year, for a maximum period of five (5) years, an annual Development Incentive Payment of Thirty Thousand Dollars (\$30,000.00) up to a cumulative total principal sum not to exceed One Hundred Fifty Thousand Dollars (\$150,000) (each yearly payment being referenced to as an “Annual Incentive Payment”). The Annual Incentive Payment shall be paid to the Developer under this Section no later than September 30 of each year, commencing the year after the Developer completes the Project. Payment by the City of the Annual Incentive Payment will only be made if the Developer has paid current year property taxes (real and personal) to the City in full for all units owned by the Developer and if the Project’s Tax Incremental Value is at least \$2,600,000.00. If the Developer has not completed the Project by December 31, 2022, then the City’s obligation to make Annual Incentive Payments hereunder shall terminate.

B. General Provisions. The Annual Incentive Payments made under this Agreement are provided to the Developer by the City as part of a negotiated, lawful contract with Developer in exchange for consideration, including requirements to develop property within the TID in a manner that inures to the benefit of the general public, including those residing, owning property, or engaged in employment within the City. Said payments are in no way tied to future property tax payments and do not provide any future tax break, nor do they refund already paid taxes.

**ARTICLE V.
CONSTRUCTIONS PLANS; CONSTRUCTION OF IMPROVEMENTS;
CERTIFICATE OF COMPLETION**

Section 501. Plans for Construction of Improvements. Plans and specifications with respect to the development of the Property and the construction of Improvements thereon shall be in material conformity with this Agreement, and all applicable federal, state and local laws and regulations. As promptly as possible after the date of execution of this Agreement, but no sooner than sixty (60) days of execution of this Agreement, the Developer shall submit to the City, for approval by the City, plans, drawings, specifications and related documents, and the proposed

construction schedule (which plans, drawings, specifications, related documents and progress schedule, together with any and all changes therein that may thereafter be made and submitted to the City as herein provided are, except as otherwise clearly indicated by the context, hereinafter collectively called "Construction Plans"), with respect to the Improvements to be constructed by the Developer on the Property, in sufficient completeness and detail to show that such Improvements and construction thereof will be materially in accordance with the provisions of this Agreement.

The City shall, if the Construction Plans originally submitted materially conform to the provisions of this Agreement, approve in writing such Construction Plans and no further filing by the Developer or approval by the City thereof shall be required, except with respect to any material change. Such Construction Plans shall, in any event, be deemed approved unless rejection thereof in writing by the City, in whole or in part, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of their receipt by the City.

If the City, in its reasonable discretion, so rejects the Construction Plans in whole or in part as not being in material conformity with this Agreement, the Developer shall submit new or corrected Construction Plans which are in material conformity with this Agreement within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans hereinabove provided with respect to the original Construction Plans shall continue to apply until the Construction Plans have been approved by the City, which approval shall not be unreasonably withheld or delayed, provided, that in any event the Developer shall submit Construction Plans which are in material conformity with the requirements of this Agreement, as determined by the City, no later than ninety (90) days after the date the Developer receives written notice from the City of the City's first rejection of the original Construction Plans submitted to it by the Developer.

All work with respect to the Improvements to be constructed or provided by the Developer on the Property shall be in material conformity with the Construction Plans as approved by the City. The term "Improvements," as used in this Agreement, shall be deemed to have reference to the Improvements as provided and specified in the Construction Plans as approved.

Developer, as an inducement to the City to proceed with establishment of a Tax Incremental District and to provide Development Incentive Payments as provided herein to Developer for the development of the Project, hereby represents that the contemplated Project will be fully subject to real estate and personal property taxes under state law. Developer further represents and agrees for itself, its successors and assigns, that it shall take no action(s) or advocate any position or change in state law which would jeopardize or call into question the taxability of the Project, that it agrees not to take any action that will change the taxability of the property, and that it shall insert deed restrictions in any subsequent transfer of any portion of the Project to ensure that all future owners, assignees, and title holders of record shall be bound by the requirements of this paragraph.

Notwithstanding the above, in the event that the Project, or the Property, or any part thereof, is determined at any time to be exempt from real and/or personal property taxation under state law, Developer, for itself, its successors and assigns, agrees to make payments in lieu of taxes to the City, County, school district, and any other property taxing jurisdictions in the amounts and within the time periods that would otherwise be required as if the property were fully taxable, in recognition of the valuable governmental services and benefits available and/or provided to the Project and the Property.

Section 502. Changes in Construction Plans. If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, materially conform to the requirements of Section 501 hereof with respect to such previously approved Constructions Plans, the City shall approve the proposed change and notify the Developer in writing of its approval, which approval shall not be unreasonably withheld or delayed. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejection thereof, in whole or in part, by written notice thereof by the City to the Developer, setting forth in detail the reasons therefor, shall be made within thirty (30) days after the date of the City's receipt of notice of such change.

ARTICLE VI. INDEMNIFICATION

Developer releases from and covenants and agrees that the City, the governing body members, officers, agents, including the independent contractors, consultants and legal counsel, servants and employees thereof (hereinafter, for purposes of this Section, collectively the "City Indemnified Parties") shall not be liable for and agrees to indemnify and hold harmless the City Indemnified Parties against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project, provided that the foregoing indemnification shall not be effective for any actions of the City Indemnified Parties that are not contemplated by this Agreement or which result from negligent acts or willful misconduct of the City Indemnified Parties in fulfilling the obligations of the City or their agents as set forth under this Agreement.

Except for any negligent acts or any willful misrepresentation of the City Indemnified Parties, Developer agrees to protect and defend the City Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from the actions or inactions of Developer (or other persons acting on its behalf or under its direction or control) with respect to the Project work to be performed by Developer under this Agreement.

ARTICLE VII. MISCELLANEOUS

Section 701. Conflict of Interests; City Representatives Not Individually Liable. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 702. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 703. Successors and Assigns. This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive

assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

Section 704. Notices and Demands. A notice, demand or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- (a) in the case of the Developer, is addressed to or delivered personally to the Developer at 7722 W. Hawthorne Road, Mequon, WI 53097, Attention: Paul Weaver; and
- (b) in the case of the City, is addressed to or delivered personally to the City, Attention: City Clerk, at 828 Center Avenue, Suite 100, Sheboygan, Wisconsin 53081;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this section. If delivered by registered or certified mail, such notice, demand or other communication shall be deemed delivered and received upon deposit in the U.S. Mail.

Section 705. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Section 706. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

Section 707. Recording. This agreement or a memorandum of this Agreement shall be recorded in the Office of Sheboygan County Register of Deeds against the Property at the cost of the Developer.

(Signature Page Follows)

EXHIBIT "A"
Description of Property

Lot 2 of a CSM recorded in Vol. 30 CSM, on pp. 168-170, as Document No. 2119160, in the office of the Register of Deeds of Sheboygan County, Wisconsin, being a resurvey of Water's Edge Condominium, Block 119 of the Original plat of Sheboygan located in the E ½ of Section 22, Township 15 N, Range 23 E, City of Sheboygan, Sheboygan County, Wisconsin.

**TERMINATION AGREEMENT
BY AND BETWEEN**

**WATER'S EDGE DEVELOPMENT OF SHEBOYGAN, LLC,
AND THE CITY OF SHEBOYGAN**

THIS TERMINATION AGREEMENT ("Agreement"), is made this ____ day of September, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin (which, together with any successor public body or officer hereafter designated by or pursuant to law, is hereinafter called "City"), having its principal offices at 828 Center Avenue in the City of Sheboygan, Wisconsin, and Water's Edge Development of Sheboygan, LLC, a Wisconsin limited liability company (hereinafter called "Previous Developer"), having an office for the transaction of business at 7722 W. Hawthorne Road, Mequon, WI 53097.

The City has established a Tax Incremental District ("TID #19"), in accordance with §66.1105, Wis. Stats. ("the Tax Increment Law"), in order to provide a viable method of financing eligible project costs within the district for appropriate private development, which will contribute to the overall development of the City.

The City is authorized by the Tax Increment Law to pay Project Costs, as defined in §66.1105(2)(f), Wis. Stats., from the special fund of TID #19 or from the proceeds of municipal obligations issued pursuant to statute.

The City is authorized by the Tax Increment Law to enter into any contract or agreement necessary or convenient to implement the provisions and effectuate the purposes of a Project Plan, as defined in §66.1105(2)(g), Wis. Stats.

The Project Plan for TID #19 includes Development Incentive Payments as eligible project costs for purposes of carrying out the Project Plan.

The City previously entered into a Development Agreement ("Prior Agreement") with Previous Developer to develop 32 condominium units in two phases with various Development Incentive Payments to be paid by the City along with shortfall payments to be paid by the Previous Developer should certain minimum assessed property valuations contained in the Prior Agreement not be met.

The Previous Developer successfully constructed the condominium units in Phase One of the Prior Agreement, but has chosen not to continue with Phase Two of the project that was the subject of said Prior Agreement. The Developer proposes to construct a boutique hotel and outdoor pavilion area to replace Previous Developer's plans for the Phase Two condominiums.

Pursuant to Article IV of the Prior Agreement, Previous Developer agreed to make various shortfall payments to the City should various guarantees related to minimum assessed property valuations not be attained. Said minimum assessed property valuations have not and will not be met.

Previous Developer agrees that it shall pay to the City the sum of \$40,000, to be paid within fourteen (14) days of the date of this Agreement. Upon receipt of said sum, the City and the Previous Developer agree that the City shall be released from any requirement to make annual incentive payments pursuant to Section 402 of the Prior Agreement, and the Previous Developer

shall be released from any requirement to make further shortfall payments pursuant to Section 401 of the Prior Agreement.

This Agreement shall be binding upon the respective successors and assigns of the parties. Notwithstanding anything contained in this Agreement to the contrary, Developer may assign this Agreement by one or more successive assignments at any time prior to closing to any related entity or affiliate of Developer. Upon any such assignment, the assignee shall have the rights and obligations of Developer hereunder and Developer shall thereupon, automatically and without execution of further instruments or documents, be relieved and released from any obligations under this Agreement, without any further action or approval of the parties.

This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Signatures delivered by facsimile, email (in pdf.) or similar electronic methods shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed in its name and behalf by its members, on or as of the day first above written.

CITY OF SHEBOYGAN

WATERSHED DEVELOPMENT, LLC

BY: _____
Ryan Sorenson, Mayor

BY: _____
Paul Weaver, Manager

ATTEST: _____
Meredith DeBruin, City Clerk

Authorized pursuant to Res. ____-21-22.

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

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

("MPA")

AND

Sheboygan County Young Men's Christian Association, Inc.

("YMCA")

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

Background

CITY owns the Property and has designated it as a public park. It has contracted with MPA to operate the Property, including provision of educational and other programming at the Property on behalf of CITY

YMCA founded and operates Camp Y-Koda ("Y-Koda"), an 80- acre camp just west of Sheboygan Falls. In addition to offering summer camp experiences, Y-Koda provides school programs. Among those programs is a partnership between Y-Koda and MPA that allows Y-Koda to use the Property and the facilities thereon to manage and operate Y-Koda Nature School ("Nature School") at Maywood, and provide school/ homeschool environmental education classes.

Y-Koda is experienced facilitating environmental education and desires to manage and operate Nature School and school/homeschool environmental education classes at Maywood. MPA desires to obtain the benefits of Y-Koda's expertise by offering these programs at Maywood and increasing the use of the park and Maywood Association memberships.

Leased Property

1. CITY agrees to lease any and all necessary space and buildings within its 135-acre Property to YMCA during hours it is open to the public for the purpose of said educational programming. Specific use of the park and buildings upon the Property shall be scheduled by MPA, and shall not conflict with use by other parties who have previously leased portions of the property, including the use of the Environmental Lab and the Program Room within the Ecology Center by the Sheboygan Area School District. MPA agrees that it shall, on an annual basis, enter into a Memorandum of Understanding ("MOU") with YMCA specifically delineating the services it will provide as part of the programming facilitated pursuant to this contract.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, YMCA staff are entitled to park in designated areas on or about the Property.
4. All park rules apply to the use of the Property, including any rules which may be adopted related to the coronavirus pandemic of 2020-21 or to other health and safety issues that may arise.

Term

5. The initial term of the Lease commences at 8:00 a.m. on September 8, 2021 and ends at 5:00 p.m. on August 31, 2022.
6. This contract will automatically renew each year for twenty-five (25) additional one-year terms; the final term shall end on August 31, 2047. Any party may terminate the lease with six (6) months written notice. Additionally, any party may terminate the automatic renewal of the Lease by providing notice, in writing, to the other parties by no later than May 31 of the year in which the renewed term begins. The parties may, at any time prior to the end of the final term, agree to a new Lease to replace this Lease, or may agree to extend this Lease beyond 2047.

Rent

7. Subject to the provisions of this Lease, the rent for the Property (including any classrooms as may be scheduled between YMCA and MPA) is \$10,000 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 15. Payment shall be made to MPA.
8. MPA is authorized to use said funds to perform any and all of its duties under this Lease or pursuant to MOU.
9. Rent is in addition to any compensation to MPA for custodial services, school program compensation, or summer camp compensation. Such compensation shall be determined via MOU.

10. The Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. Should the parties not agree, the City may impose any rent it chooses at its sole discretion via Council resolution to be passed no later than June 1 each year; provided that said amount shall be no greater than the larger of a five-percent (5%) increase from the prior year or a percentage increase equivalent to the annual Consumer Price Index most recently calculated by the United States Bureau of Labor Statistics.

Tenant Improvements

11. YMCA may not make improvements or permanent changes to the Property without authorization from the Director of MPA.

Utilities and Other Charges

12. City and MPA shall provide electricity, water/sewer, internet, telephone, and natural gas (collectively the "utilities") as well as garbage collection and alarm/security systems. YMCA shall not be responsible for the payment of the utilities and other charges in relation to the Property. This paragraph shall not be construed to require the provision of utilities, garbage collection, and alarm/security systems, at a level beyond that provided by City and MPA immediately prior to the effective date of this agreement.

Insurance

13. YMCA is hereby advised and understands that the personal property of YMCA is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
14. YMCA agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims or losses related to damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease. City and MPA shall hold YMCA and its officers, employees, representative, and assigns harmless and shall indemnify and hold harmless all such persons or entities for any and all losses arising out of or resulting from (a) any acts or omissions of City (including its officers, agents, employees or authorized representatives) and MPA (including its officers, agents, employees or authorized representatives), including obligations of or defaults under this Lease and (b) structural defects of the premises.
15. YMCA agrees that it shall furnish and maintain such liability insurance as will protect YMCA, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than two million dollars (\$2,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

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

Severability

17. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
18. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

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

Assignment of Lease

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

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may terminate the Lease by giving notice in writing.
22. Property and equipment damage caused by students or staff of the programs facilitated pursuant to this contract will be repaired/replaced at the expense of YMCA.

Maintenance, Care, and Use

23. YMCA will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. MPA and YMCA may provide for more detailed provisions related to maintenance, care, and use of the Property via MOU.
24. YMCA will not engage in any illegal trade or activity on or about the Property. It shall obtain all required permits, inspections, and license for any activity it conducts.
25. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

26. At the expiration of this Lease, YMCA will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Address for Notice

27. For any matter relating to this tenancy, YMCA may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan County Young Men's Christian Association, Inc.
 - b. Address: 812 Broughton Drive, Sheboygan, WI 53081
 - c. Phone: 920/451-8000
28. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

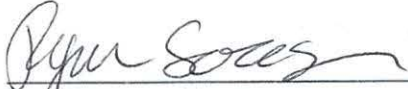
29. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
30. Any waiver by the City or MPA of any failure by YMCA to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach. Any waiver by the YMCA of any failure by the City or MPA to perform or observe the provisions of this Lease will not operate as a waiver of the YMCA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the YMCA's rights in respect of any subsequent default or breach.
31. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
32. All sums payable by YMCA to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
33. Locks may not be added or changed without the prior written agreement of the Parties, which may be pursuant to MOU.
34. YMCA will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by YMCA's financial institution.
35. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
36. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.

37. This Lease constitutes the entire agreement between Parties.

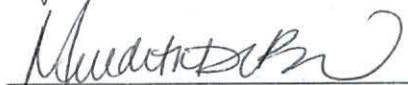
38. Time is of the essence in the Lease.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ___ day of September, 2021.

City of Sheboygan




Ryan Sorenson, Mayor



Meredith De Bruin, City Clerk

Sheboygan County YMCA

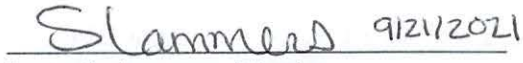
 9/21/2021

Donna Wendlandt, CEO



Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.

 9/21/2021

Samantha Lammers, Director



Paul Pickhardt, Board President

VIII

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 20, 2021.

Your Committee to whom was referred Res. No. 53-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA; recommends adopting the Resolution with amended contract.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 53 - 21 - 22. By Alderpersons Dekker and Perrella.
September 7, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Lease Agreement between the City of Sheboygan, the Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the Sheboygan County YMCA.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Lease Agreement, a copy of which is attached hereto and incorporated herein.

fw

Dean Dekker
Grant Perrella

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LEASE AGREEMENT

BETWEEN:

City of Sheboygan

("CITY")

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

("MPA")

AND

Sheboygan County Young Men's Christian Association, Inc.

("YMCA")

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

Background

CITY owns the Property and has designated it as a public park. It has contracted with MPA to operate the Property, including provision of educational and other programming at the Property on behalf of CITY

YMCA founded and operates Camp Y-Koda ("Y-Koda"), an 80- acre camp just west of Sheboygan Falls. In addition to offering summer camp experiences, Y-Koda provides school programs. Among those programs is a partnership between Y-Koda and MPA that allows Y-Koda to use the Property and the facilities thereon to manage and operate Y-Koda Nature School ("Nature School") at Maywood, and provide school/ homeschool environmental education classes.

Y-Koda is experienced facilitating environmental education and desires to manage and operate Nature School and school/homeschool environmental education classes at Maywood. MPA desires to obtain the benefits of Y-Koda's expertise by offering these programs at Maywood and increasing the use of the park and Maywood Association memberships.

Leased Property

1. CITY agrees to lease any and all necessary space and buildings within its 135-acre Property to YMCA during hours it is open to the public for the purpose of said educational programming. Specific use of the park and buildings upon the Property shall be scheduled by MPA, and shall not conflict with use by other parties who have previously leased portions of the property, including the use of the Environmental Lab and the Program Room within the Ecology Center by the Sheboygan Area School District. MPA agrees that it shall, on an annual basis, enter into a Memorandum of Understanding ("MOU") with YMCA specifically delineating the services it will provide as part of the programming facilitated pursuant to this contract.
2. No animals are allowed to be kept in or about the Property.
3. Subject to the provisions of this Lease, YMCA staff are entitled to park in designated areas on or about the Property.
4. All park rules apply to the use of the Property, including any rules which may be adopted related to the coronavirus pandemic of 2020-21 or to other health and safety issues that may arise.

Term

5. The initial term of the Lease commences at 8:00 a.m. on September 8, 2021 and ends at 5:00 p.m. on August 31, 2022.
6. This contract will automatically renew each year for twenty-five (25) additional one-year terms; the final term shall end on August 31, 2047. Any party may terminate the lease with six (6) months written notice. Additionally, any party may terminate the automatic renewal of the Lease by providing notice, in writing, to the other parties by no later than May 31 of the year in which the renewed term begins. The parties may, at any time prior to the end of the final term, agree to a new Lease to replace this Lease, or may agree to extend this Lease beyond 2047.

Rent

7. Subject to the provisions of this Lease, the rent for the Property (including any classrooms as may be scheduled between YMCA and MPA) is \$10,000 per year, to be paid semiannually pursuant to a schedule agreed to via MOU by MPA and YMCA, but which provides for one payment no later than December 31 and one payment no later than June 15. Payment shall be made to MPA.
8. MPA is authorized to use said funds to perform any and all of its duties under this Lease or pursuant to MOU.
9. Rent is in addition to any compensation to MPA for custodial services, school program compensation, or summer camp compensation. Such compensation shall be determined via MOU.

10. The Parties shall annually discuss the amount of Rent and may agree in writing to an amount different than the amount provided. Should the parties not agree, the City may impose any rent it chooses at its sole discretion via Council resolution to be passed no later than June 1 each year; provided that said amount shall be no greater than the larger of a five-percent (5%) increase from the prior year or a percentage increase equivalent to the annual Consumer Price Index most recently calculated by the United States Bureau of Labor Statistics.

Tenant Improvements

11. YMCA may not make improvements or permanent changes to the Property without authorization from the Director of MPA.

Utilities and Other Charges

12. City and MPA shall provide electricity, water/sewer, internet, telephone, and natural gas (collectively the "utilities") as well as garbage collection and alarm/security systems. YMCA shall not be responsible for the payment of the utilities and other charges in relation to the Property. This paragraph shall not be construed to require the provision of utilities, garbage collection, and alarm/security systems, at a level beyond that provided by City and MPA immediately prior to the effective date of this agreement.

Insurance

13. YMCA is hereby advised and understands that the personal property of YMCA is not insured by the City or MPA for either damage or loss, and neither the City nor MPA assume any liability for any such loss.
14. YMCA agrees that it shall hold harmless the City and its officers, employees, representatives, volunteers, and assigns, and MPA and its officers, employees, representatives, volunteers, and assigns, and shall indemnify and hold harmless all such persons or entities for any claims or losses related to damage to property or injury to persons which may be occasioned by any activity carried on under the terms of the lease. City and MPA shall hold YMCA and its officers, employees, representative, and assigns harmless and shall indemnify and hold harmless all such persons or entities for any and all losses arising out of or resulting from (a) any acts or omissions of City (including its officers, agents, employees or authorized representatives) and MPA (including its officers, agents, employees or authorized representatives), including obligations of or defaults under this Lease and (b) structural defects of the premises.
15. YMCA agrees that it shall furnish and maintain such liability insurance as will protect YMCA, the City, MPA, and all of their officers, employees, representatives, volunteers, and assigns, from all claims for damage to property or bodily injury, including death, which may arise from the operations under the lease or in connection therewith. Such insurance shall provide coverage of not less than two million dollars (\$2,000,000) per occurrence. The policy shall further provide that it may not be cancelled except upon thirty (30) days written notice served upon both the City and MPA. Failure to provide such insurance shall terminate the Lease.

Governing Law

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

Severability

17. If there is a conflict between any provision of this Lease and the provisions of law, such provisions of the Lease will be amended or deleted as necessary in order to comply with the law. Further, any provisions that are required by law are incorporated into this Lease.
18. The invalidity or unenforceability of any provisions of this Lease will not affect the validity of enforceability of any other provision of this Lease. Such other provisions remain in full force and effect.

Amendment of Lease

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

Assignment of Lease

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

Damage to Property

21. In case the City and or MPA chooses not to rebuild or repair property damage at the Property not caused by the negligence or willful act of the Tenant or the Tenant's employees, students, or visitors, the City may terminate the Lease by giving notice in writing.
22. Property and equipment damage caused by students or staff of the programs facilitated pursuant to this contract will be repaired/replaced at the expense of YMCA.

Maintenance, Care, and Use

23. YMCA will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease. MPA and YMCA may provide for more detailed provisions related to maintenance, care, and use of the Property via MOU.
24. YMCA will not engage in any illegal trade or activity on or about the Property. It shall obtain all required permits, inspections, and license for any activity it conducts.
25. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

26. At the expiration of this Lease, YMCA will quit and surrender the Property in as good a state and condition as they were at the commencement of the Lease, reasonable use and wear and tear excepted.

Address for Notice

27. For any matter relating to this tenancy, YMCA may be contacted at the Property or through the phone number below:
 - a. Name: Sheboygan County Young Men's Christian Association, Inc.
 - b. Address: 812 Broughton Drive, Sheboygan, WI 53081
 - c. Phone: 920/451-8000
28. For any matter relating to the tenancy, whether during or after this tenancy has been terminated, the City's address for notice is:
 - a. Name: Ellwood H. May Environmental Park Association of Sheboygan County, Inc.
 - b. Address: 3615 Mueller Road, Sheboygan, WI 53083
 - c. Phone: 920/459-3906

General Provisions

29. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
30. Any waiver by the City or MPA of any failure by YMCA to perform or observe the provisions of this Lease will not operate as a waiver of the City's or MPA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the City's rights or MPA's rights in respect of any subsequent default or breach. Any waiver by the YMCA of any failure by the City or MPA to perform or observe the provisions of this Lease will not operate as a waiver of the YMCA's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the YMCA's rights in respect of any subsequent default or breach.
31. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each of the Parties. All covenants are to be construed as conditions of the Lease.
32. All sums payable by YMCA to MPA pursuant to any provision of the Lease will be deemed to be additional rent and will be recovered by MPA as rental arrears.
33. Locks may not be added or changed without the prior written agreement of the Parties, which may be pursuant to MOU.
34. YMCA will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by YMCA's financial institution.
35. Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
36. The Lease may be executed in counterparts. Facsimile and emailed signatures are binding and are considered to be original signatures.

37. This Lease constitutes the entire agreement between Parties.

38. Time is of the essence in the Lease.

IN WITNESS WHEREOF YMCA, Ellwood H. May Environmental Park Association of Sheboygan County, Inc., and the City of Sheboygan have duly affixed their signatures on this ____ day of September, 2021.

City of Sheboygan

Sheboygan County YMCA

Ryan Sorenson, Mayor

Donna Wendlandt, CEO

Meredith De Bruin, City Clerk

Jeremiah Dentz, Executive Director of Camp Y-Koda

Ellwood H. May Environmental Park Assoc.

Samantha Lammers, Director

Paul Pickhardt, Board President



R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE.
September 20, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 58-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the Purchasing Agent to issue a purchase order to A & J Commercial for the purchase of one diesel-powered paratransit bus for Shoreline Metro Transportation; recommends adopting the Resolution.

_____ 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

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 58 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 13, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order to A & J Commercial for the purchase of one diesel-powered paratransit bus for Shoreline Metro Transportation.

WHEREAS, Shoreline Metro Transportation has received a grant from the Federal Transit Administration for the purchase of one diesel-powered paratransit bus; and

WHEREAS, this bus will replace an older unit and be used in the transportation of disabled and elderly clientele throughout Sheboygan County; and

WHEREAS, the grant will allow the City to be reimbursed for 80% of the total cost of the bus; and

WHEREAS, the State of Wisconsin has previously obtained bids for and entered into contracts with vendors of, among other things, medium size paratransit buses (Request for Bids 510366); and

WHEREAS, the State of Wisconsin's Request for Bids 510366 includes the clauses and certifications (including Buy America) required to comply with the Federal Transit Administration's grant terms; and

WHEREAS, as a result of Request for Bids 510366, the State of Wisconsin entered into an agreement with A & J Commercial for the purchase of medium size paratransit buses; and

WHEREAS, relevant federal law and the City's Procurement Policy allows the City to use the State of Wisconsin's contractual terms and prices, like those in Request for Bids 510366, when purchasing goods pursuant to a Federal Transit Administration grant; and

WHEREAS, a quote for a medium size paratransit bus (including license and title) from A & J Commercial pursuant to the State of Wisconsin's contract with A & J Commercial is attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a purchase order in the amount of \$74,318.00 to A & J Commercial for the purchase of one paratransit bus including options, license and title.

BE IT FURTHER RESOLVED: That the Common Council recognizes this purchase order will be subject to the terms and conditions from State of Wisconsin Request for Bids 510366, a copy of which is available at WisconsinDOT.gov.

Finance + Personnel

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the bus, not to exceed \$74,318.00, from Transit Capital - Vehicles (Account No. 65193020-641100).

BE IT FURTHER RESOLVED: That upon receipt of the paratransit bus the appropriate City officials are instructed to take the steps necessary to obtain reimbursement of 80% of the purchase price of the bus pursuant to the terms of the grant from the Federal Transit Administration.

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 & J Vans

P.O. Box 340
333 W. Washington Street
Valders, WI 54245

Phone (920) 775-9333
Fax (920) 775-4104

Quote

Customer No.: SHEBOYGANCO
Quote No.: 27492

Quote To: **SHORELINE METRO TRANSPORTATION**
608 SOUTH COMMERCE STREET
SHEBOYGAN, WI 53081

Ship To: **SHORELINE METRO TRANSPORTATION**
608 SOUTH COMMERCE STREET
SHEBOYGAN, WI 53081

Date	Customer Telephone	F.O.B.	Terms
08/17/2021			Due on receipt

Purchase Order Number	Sales Person	Required
	Brett Wendling	08/17/2021

Quantity Required	Item Number	Description	Unit Price	Amount
		2022 FORD E-450 CHASSIS,7.3L COLOR:WHITE VIN: TBD		72014.00
		DIAMOND HONEYCOMB BUS BODY		0.00
		BUILT TO STATE SPEC - LINE 10		
1	MV-11	WISCONSIN TITLE AND LICENSE FEE TITLE TRANSFER: \$164.50 LIEN: \$10.00 (WISDOT AS LEIN HOLDER) NEW PLATES: \$5.00 (MUN) DOC FEE: 29.50	204.00	204.00
		FLOORPLAN CHANGE -13 AMBULATORY AND 1 WHEELCHAIRS OR 9 AMBULATORY AND 3 WHEELCHAIRS OR COMBINATION OF THE TWO. SEAT TYPE: INTEGRATED 3 POINT SEATS- #624 REGATTA BLUE COLOR -4 -DOUBLE FIXED SEATS -2 -DOUBLE FOLDAWAY SEATS -1-SINGLE FIXED SEATS		0.00
		NO GRAPHICS/PAINT STRIP ON BUS		0.00
		FREEDMAN SINGLE FIX SEAT - 3 POINT SEAT		425.00
		CREDIT FOR EXCHANGE FOLDAWAY SEAT 4 X 100= 400.00		-400.00
		50111G-3 - HEATER REAR, 65,000 BTU, 3RD HEATER		800.00
		50317 - HEATER BOOSTER PUMP		475.00
		151525-1 - MIRRORS, REMOTE, HEATED, FORD, DOOR MNT SWITCHES		800.00
		Quote subtotal		74318.00
		Quote total		74318.00

Thank You

NO RETURNS ON SPECIAL ORDER PARTS. ALL OTHER ORDERS SUBJECT TO A RESTOCKING FEE

VIII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 20, 2021.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 59-21-22 by Alderpersons Felde and Ackley authorizing the Purchasing Agent to issue a purchase order for the purchase of seven vehicles for the Sheboygan Police Department; recommends adopting the Resolution.

_____ 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

DIRECT REFERRAL TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

Res. No. 59 - 21 - 22. By Alderpersons Felde and Ackley.
September 15, 2021.

A RESOLUTION authorizing the Purchasing Agent to issue a purchase order for the purchase of seven vehicles for the Sheboygan Police Department.

WHEREAS, with the detrimental impact of COVID-19 on automobile production, Ford Motor Co. is experiencing a backlog of production orders, and as such it would be prudent for the City to place its order for new police squad vehicles prior to the new year; and

WHEREAS, funding for the purchase of six of the vehicles is anticipated to be included in the 2022 budget and a pre-order of the vehicles now will not result in the City taking receipt of the vehicles or making payment for them until 2022; and

WHEREAS, the seventh vehicle to be purchased is the result of a recent motor vehicle accident in which the squad vehicle has been declared a total loss and reimbursement of a significant portion of the replacement cost of the squad vehicle is expected from insurance; and

WHEREAS, state law and the City's Procurement Policy allows the City to join with other units of government in cooperative purchasing plans when the best interest of the City would be served; and

WHEREAS, the State of Wisconsin has a number of cooperative purchasing agreements, which municipalities may use to take advantage of competitive, pre-negotiated prices; and

WHEREAS, having reviewed the State of Wisconsin's cooperative purchasing agreements for the purchase of vehicles, City staff believes, and the Council agrees that this is the best procurement method for this purchase; and

WHEREAS, once the seven vehicles have been received, the vehicles that are being replaced will be put to public auction; and

WHEREAS, in an effort to support the City's sustainability initiative, two of the vehicles to be purchased will be Hybrid vehicles.

NOW, THEREFORE, BE IT RESOLVED: That the Purchasing Agent is authorized to issue a Purchase Order to Ewald's Hartford Ford for the purchase of seven police squad vehicles.

BE IT FURTHER RESOLVED: That the Council understands that this Purchase Order will be subject to the terms and conditions set forth in the State of Wisconsin's cooperative purchase agreement (Contract Number 505ENT-M21-2022VEHICLES-00), a copy of which is available at vendornet.wi.gov.

RHS

BE IT FURTHER RESOLVED: That in the 2022 calendar year, if sufficient funds are appropriated in the City's budget approved by the Council, the appropriate City Officials are hereby authorized to draw funds in the amount of \$274,646.50, which includes license and title fees, from the 2022 Capital Project Fund - Police - Fleet Vehicles (Account No. 40021140-641100) for the purchase of the seven Police squad vehicles (including two Hybrid vehicles) and their associated license and title fees.

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

IV

R. C. No. _____ - 21 - 22. By PUBLIC WORKS COMMITTEE. September 20, 2021.

Your Committee to whom was referred Gen. Ord. No. 20-21-22 by Alderpersons Dekker and Perrella creating a no parking zone on the east side of North 9th Street north of Center Avenue; returns Ordinance to council with a neutral recommendation.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

X

7.3

Gen. Ord. No. 20 - 21 - 22. By Alderpersons Dekker and Perrella.
August 16, 2021.

AN ORDINANCE creating a no parking zone on the east side of North 9th Street north of Center Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the east side of North 9th Street from 70 feet north of the north curb line of Center Avenue to 245 feet north of the north curb line of Center Avenue is hereby added to the list of locations where parking is not permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

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

Dean Dekker

Public Works
8/24 hold

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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

~~IX~~

Gen. Ord. No. - 21 - 22 By Alderpersons Dekker and Perrella.
September 20, 2021.

AN ORDINANCE placing stop signs at the northwest and southeast corners of N. 30th Street and Michigan Avenue.

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

Section 1. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring northbound and southbound traffic on N. 30th Street to stop at the intersection of North 30th Street and Michigan Avenue.

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

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

PD

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

~~II~~

R. O. No. 76 - 21 - 22. By CITY PLAN COMMISSION. September 7, 2021.

Your Commission to whom was referred Gen. Ord. No. 18-21-22 by Alderperson Filicky-Peneski amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends adopting the Ordinance.

CITY PLAN COMMISSION

Support

X

7.1

Gen. Ord. No. 18- 21 - 22. By Alderperson Filicky-Peneski. August 16, 2021.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Institutional and Community Facilities to Two-Family Residential Classification.

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

Section 1. Chapter 2 of the Sheboygan Comprehensive Plan establishing future land use classifications is hereby amended by changing the Future Land Use Maps thereof and Use Classifications of the following described lands from Class Institutional and Community Facilities to Two-Family Residential Classification:

Property located at 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870):

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3, 4, 5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

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



city plan

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

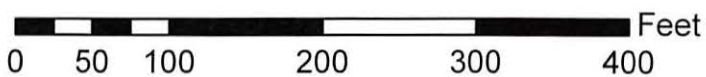
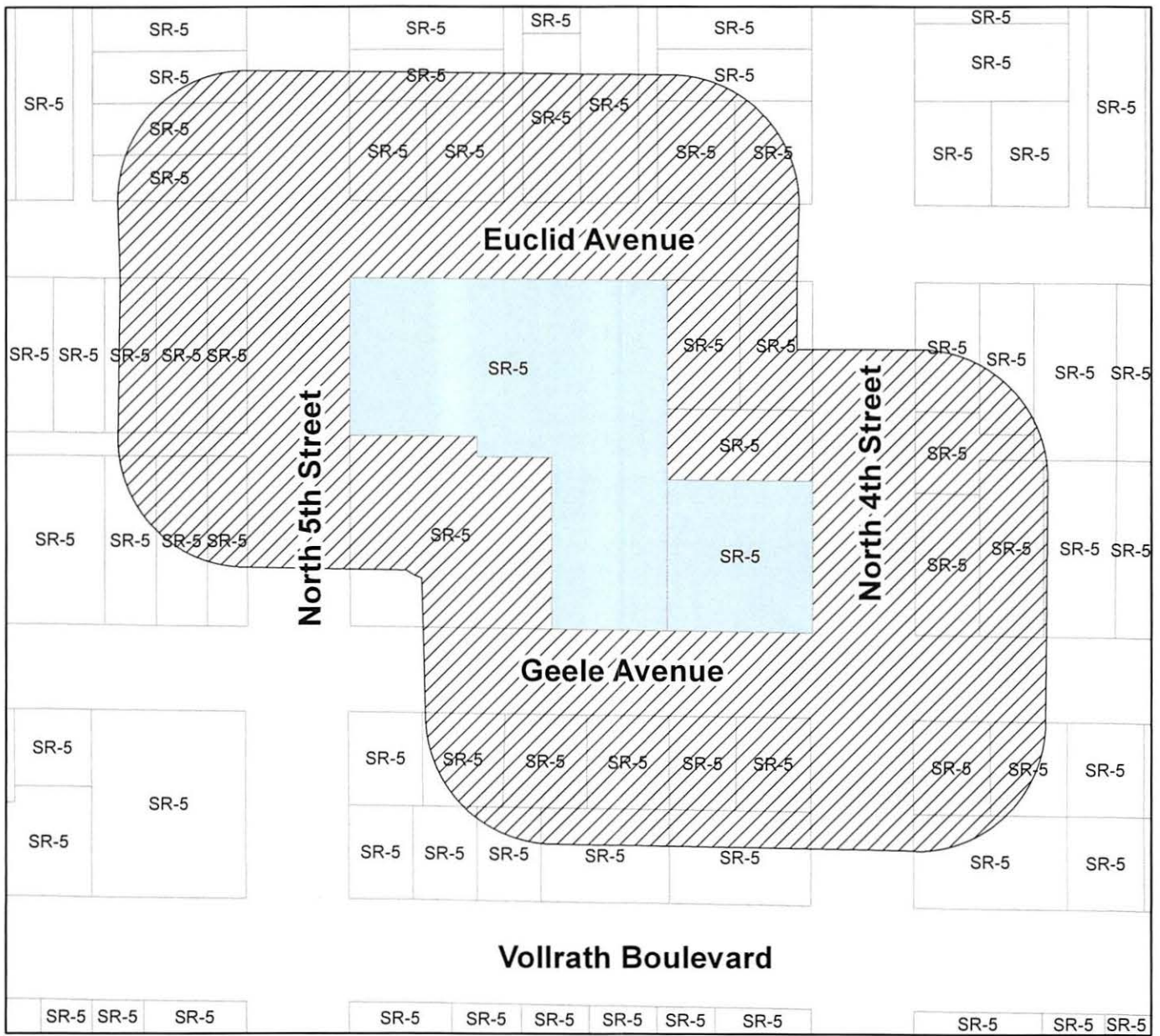
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM INSTITUTIONAL AND COMMUNITY FACILITIES TO TWO-FAMILY RESIDENTIAL

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90'
OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



II

4.2

R. O. No. 77 - 21 - 22. By CITY PLAN COMMISSION. September 7, 2021.

Your Commission to whom was referred R. O. No. 64-21-22 and Gen. Ord. No. 19-21-22 by Alderperson Filicky-Peneski amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 24, 2021, and after due consideration, recommends filing the R. O. and adopting the Ordinance.

hupover

CITY PLAN COMMISSION

~~X~~

7-2

Gen. Ord. No. 19- 21 - 22. By Alderperson Filicky-Peneski. August 16, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870 from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification.

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

Section 1. Appendix A, Chapter 15 of the Sheboygan Zoning Ordinance establishing zoning districts and prescribing zoning standards and regulations is hereby amended by changing the Official Zoning Map thereof and Use District Classification of the following described lands from Class Suburban Residential (SR-5) to Mixed Residential (MR-8) Classification:

Property located at 418 Geele Avenue - Parcel #59281004850 and Parcel #59281004870:

NE ¼ of Section 14, Township 15 North, Range 23 East Assessment Subd. No. 21 Lots 3, 4, 5, & N 122' of Lots 6 & 7 & E 90' of Lot 8 Block 2 and Assessment Subd. No. 21 Lot 9 Block 2.

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.

Rebeka Filicky-Peneski

city plan

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

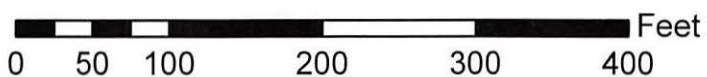
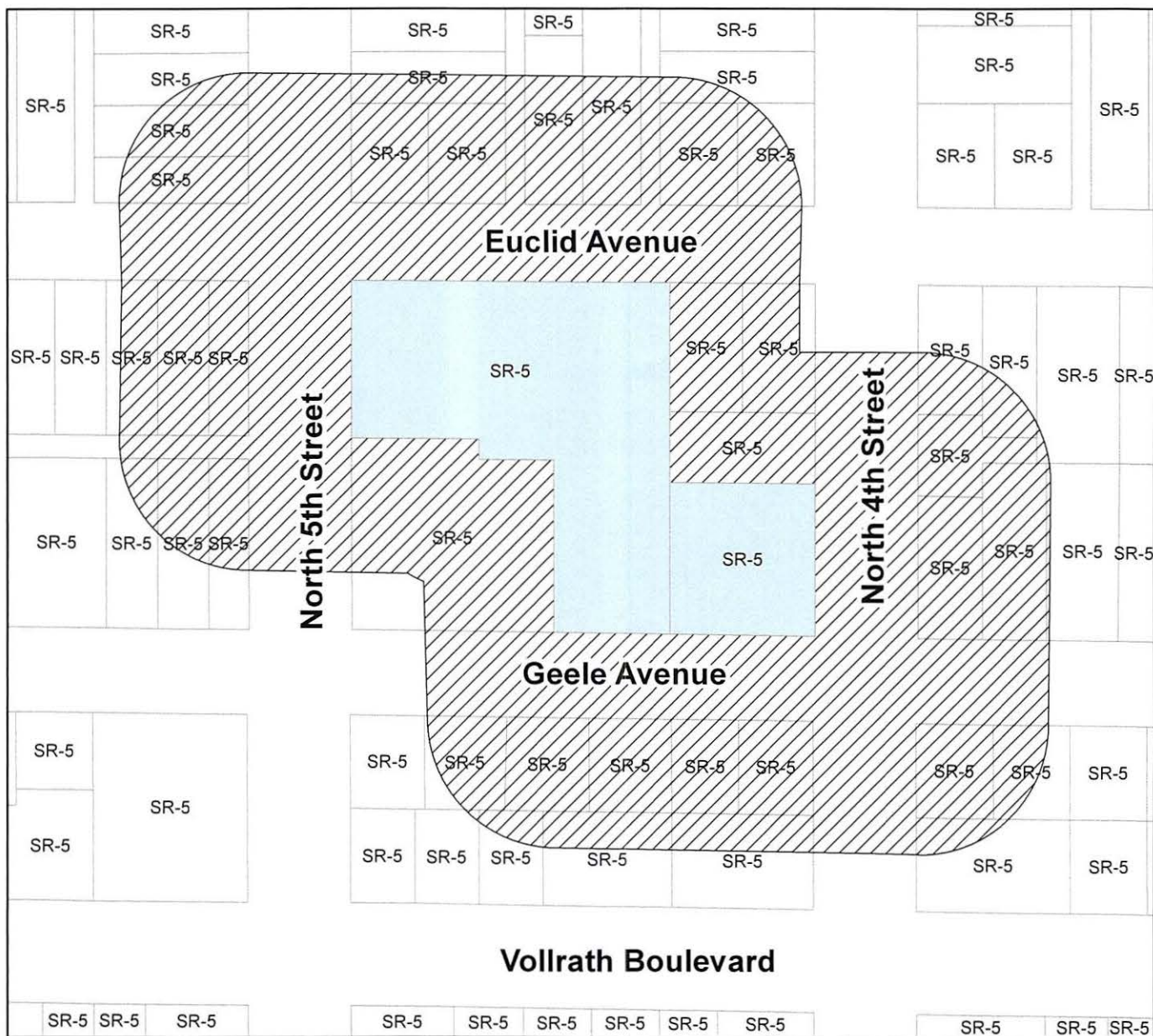
PROPOSED REZONE FROM SUBURBAN RESIDENTIAL (SR-5) TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90'
OF LOT 8 BLOCK 2

AND

ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



II

4.5

R. O. No. 64 - 21 - 22. By CITY CLERK. August 16, 2021.

Submitting an application from A Million Dreamz Inc. for a change in zoning classification for 418 Geele Avenue (Parcel #59281004850 and Parcel #59281004870) from Class Suburban Residential (SR-5) to Mixed Residential (MR-8).

city plan

CITY CLERK

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

AUG 09 2021

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: A Million Dreamz Inc PHONE NO.: (920)287-8879

ADDRESS: 639 N 25th St Sheboygan WI 53081 E-MAIL: angel@amilliondreamz.org

OWNER OF SITE: Sheboygan Christian School Association
PHONE NO.: (920)458-9981

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 418 Geele Ave Sheboygan, WI 53083

LEGAL DESCRIPTION: NE ¼ OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST ASSESSMENT SUBD NO 21 LOTS 3, 4, 5, & N 122' OF LOTS 6 & 7 & E 90' OF LOT 8 BLOCK 2 AND ASSESSMENT SBD NO 21 LOT 9 BLOCK 2

PARCEL NO. 59281004850 and 59281004870 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Suburban Residential SR-5

PROPOSED ZONING DISTRICT CLASSIFICATION: Mixed Residential MR-8

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former location of the Sheboygan Christian School, grades 3K through 5

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: 24 hour, 7 day per week childcare and family enrichment center

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? Following a rezoning to MR-8, A Million Dreamz will be able to apply for a conditional use permit to operate a childcare and family enrichment center. This is in line with the general welfare of the community without effecting any wetlands or flood plains. We do not intend to change the footprint of the property at this time.

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: The former school has relocated, offering this property for sale. We intend to purchase the property and operate a different type of facility, therefore requiring a change of zoning to align with the current zoning ordinance.

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? A school has been in this location since at least 1951. We will continue to utilize this property for the care and education of young people, eliminating a need for any change to the land use and without additional impact on the environment.

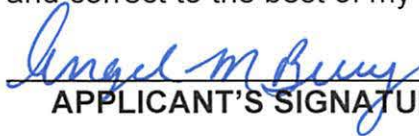
Indicate reasons why the applicant believes the proposed map amendment is in harmony with the recommendations of the City of Sheboygan Comprehensive Plan.

Under the city's consolidated plan for 2020-2024,(see attached) there is a specific call for the services that A Million Dreamz intends to offer. see 91.215(f) of the consolidated plan. Within the plan as Priority 7 is the need for public services including child care assistance that we intent to offer our clients. However, I would posture that we are also

integral to priority needs numbers 2, 3, 4, 6, and 8. To maintain and improve both rental and owner-occupied housing, families with children need reliable childcare to maintain employment, increase wages through continuity and quality of employment and have access to additional funds that are often diverted from home maintenance into high childcare costs. Without access to quality, reliable and affordable childcare there is a side effect of perpetuating poverty for those families in our area that have small children. As a family enrichment center, we will be offering many of the public services that are considered needed under priority 6. The increase in home ownership that is scheduled as priority 8 will be assisted by the availability of our continuous care, our intended flexibility and reliability allowing for parents to maintain job security and work toward advancement within employment, both of which will set up more opportunities for home ownership. Simply put, we believe that our services are required to advance the city down the path that it has planned.

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

August 7, 2021

DATE

Angel M Berry

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.

SP-25 Priority Needs - 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	Priority Need Name	Access to Rental Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commerical Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Affordable Housing Market Analysis Re-Evaluate City Rehab Programs New owner-occupied housing construction Homelessness
	Description	A high need for increased affordable rental housing and access to affordable rental housing was identified through the consultation and citizen participation process. Sheboygan's low and moderate income community, including the homeless and special needs population, has difficulty securing affordable rental housing

	Basis for Relative Priority	Input received from the community and citizen participation phase.
2	Priority Need Name	Maintain and Improve Rental Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Individuals Families with Children veterans Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Accessibility improvements to existing homes Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to maintain and improve Sheboygan's existing rental housing supply. The old age of Sheboygan's rental housing requires the City to take action in order to ensure a positive quality of life for low and moderate income renters throughout the City.
	Basis for Relative Priority	
3	Priority Need Name	Maintain and Improve Owner Occupied Housing

	Priority Level	High
	Population	Extremely Low Low Moderate Middle Families with Children Elderly
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Accessibility improvements to existing homes Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to maintain and improve Sheboygan's existing homeowner housing supply. The old age of Sheboygan's homeowner housing requires the City to take action in order to ensure a positive quality of life for low and moderate income homeowners throughout the community
	Basis for Relative Priority	
4	Priority Need Name	Economic Development
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Families with Children
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Preservation of existing homes Economic Development

	Description	A high priority need for improving and maintaining commercial activity and economic viability within the low and moderate income areas of the City was identified through consultation and community input. A need exists for workforce development and job training in order to provide economic opportunities for low and moderate income residents.
	Basis for Relative Priority	
5	Priority Need Name	Public Infrastructure
	Priority Level	High
	Population	Extremely Low Low Moderate Middle
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Neighborhood Revitalization and Stabilization
	Description	A high priority need exists to improve and maintain the existing public infrastructure and public facilities. Street resurfacing, sidewalk repair, street lighting, and other public infrastructure improvements were identified through community input and consultation as a high priority need.
	Basis for Relative Priority	
6	Priority Need Name	Public Facilities
	Priority Level	High

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Neighborhood Revitalization and Stabilization Community Facilities
	Description	There exists a high need to improve and maintain public facilities. Improvements to public parks, community centers, and other public facilities are needed to maintain and improve the low and moderate income community areas of Sheboygan.
	Basis for Relative Priority	
7	Priority Need Name	Public Services
	Priority Level	Low

	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth
	Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
	Associated Goals	Mental and Health Services Youth Assistance Program Child Care Assistance
	Description	A high priority need for public services improvements and accessibility to public services was identified through consultation and community input. There exists a gap in the services available within Sheboygan to effectively and comprehensively address the needs of the community.
	Basis for Relative Priority	
8	Priority Need Name	Homeownership
	Priority Level	High

Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions
Geographic Areas Affected	BLOCK GRANT TARGT AREA, SHEBOYGAN Downtown Central Commercial Business District Eligible Census Tracts
Associated Goals	Increased home ownership opportunities Re-Evaluate City Rehab Programs New owner-occupied housing construction Homelessness
Description	There is a need for assistance to acquire, rehab, or construct new homeownership units for moderate income residents due to the high cost of housing in Sheboygan.
Basis for Relative Priority	

Narrative (Optional)

None

CLK322B

City Of Sheboygan
City Clerk's Office

* General Receipt *

Receipt No: 211306

License No: 0000

Date: 08/09/2021

Received By: MKC

Received From: A MILLION DREAMZ INC

Memo:

Method of Payment: \$200.00 Check No. 000105

Total Received: \$200.00

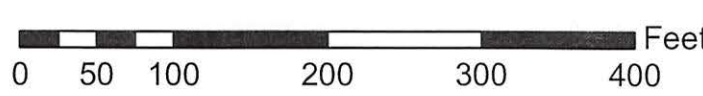
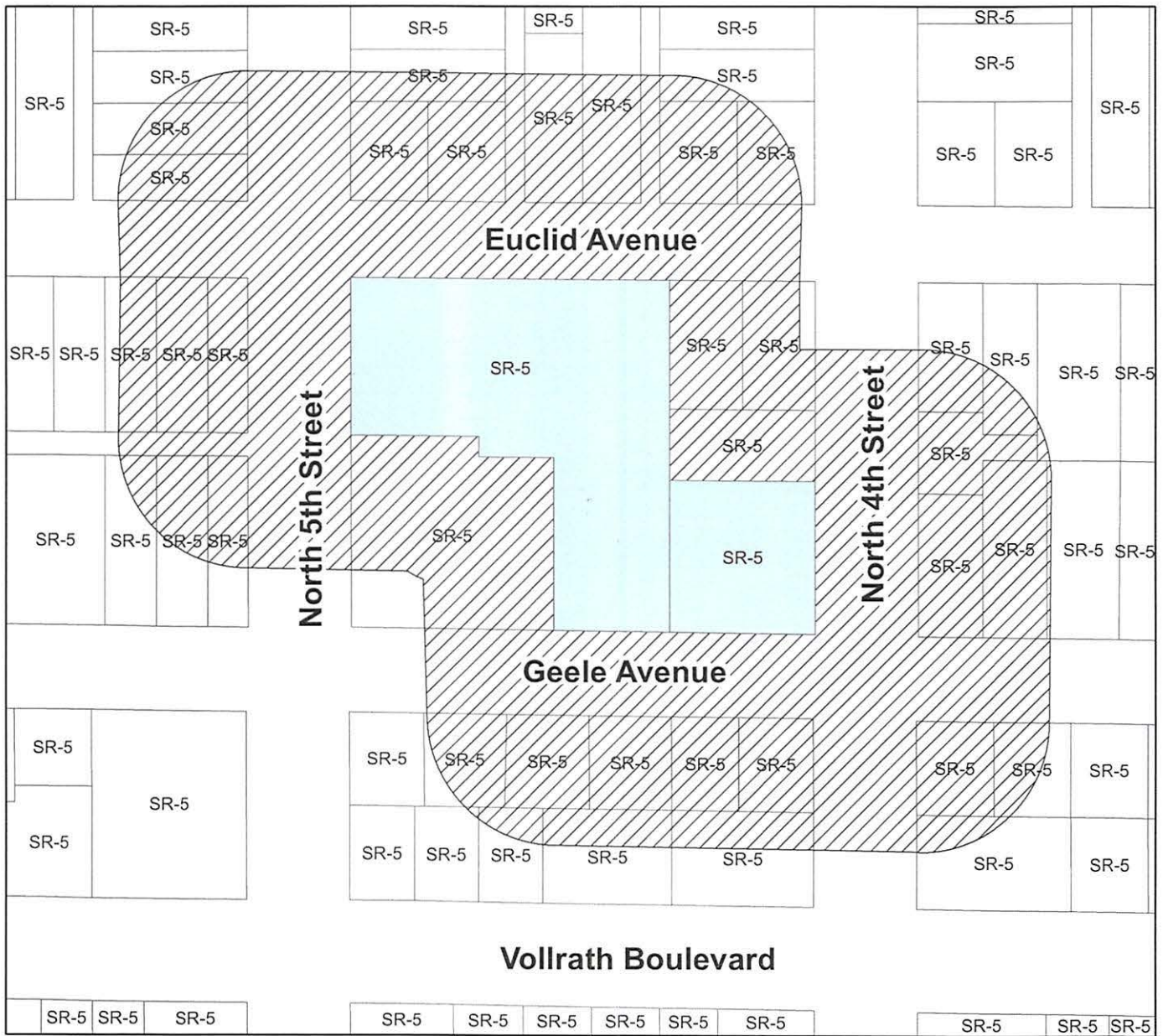
<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

PROPOSED REZONE FROM SUBURBAN RESIDENTIAL (SR-5) TO MIXED RESIDENTIAL (MR-8)

NE 1/4 OF SECTION 14, TOWNSHIP 15 NORTH, RANGE 23 EAST

ASSESSMENT SUBD NO 21 LOTS 3, 4, 5 & N 122' OF LOTS 6 & 7 & E 90'
OF LOT 8 BLOCK 2
AND
ASSESSMENT SUBD NO 21 LOT 9 BLOCK 2



III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 57 - 21 - 22. By Alderpersons Dekker and Perrella.
September 14, 2021.

A RESOLUTION designating the City Forester as the City's Authorized Representative for the purpose of Wisconsin Department of Natural Resources (DNR) Urban Forestry Grants for Calendar Year 2022 and instructing the Authorized Representative to submit an Urban Forestry Grant Application.

WHEREAS, pursuant to Wis. Stat. § 23.097(1g), the Wisconsin Department of Natural Resources (DNR) has an Urban Forestry Grant Program which provides up to 50% reimbursement for the cost of tree management plans, tree inventories, brush residue projects, the development of tree management ordinances, tree disease evaluations, public education concerning trees in urban areas, and other tree projects; and

WHEREAS, pursuant to Wis. Stat. § 23.097(1r), the DNR may also award grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm events in urban areas; and

WHEREAS, in order to be eligible for an Urban Forestry Grant, every grant cycle each applicant must submit an Authorizing Resolution to the DNR which identifies an Authorized Representative; and

WHEREAS, an Authorized Representative is an office, officer, or employee who is given authority to act on the applicant's behalf to: (1) sign and submit the grant application; (2) sign a grant agreement between the City and the DNR; (3) submit interim and final reports to the DNR to satisfy the grant agreement; (4) submit grant reimbursement requests to the DNR; and (5) sign and submit any other required documentation regarding the Grant; and

WHEREAS, City Staff proposes to apply for an Urban Forestry Grant for calendar year 2022 (the "Project"); and

WHEREAS, the maximum size of an Urban Forestry Grant is \$25,000, which would require a \$25,000 match from the City; and

WHEREAS, in-kind labor and services and donations can be used to contribute toward the City's share of the Project cost; and

WHEREAS, it is anticipated that there will be sufficient funds in the 2022 Budget for the City's share of the Project cost.

NOW, THEREFORE, BE IT RESOLVED: That the Council designates the City Forester as the Authorized Representative for the purpose of funding urban and community forestry projects or urban forestry catastrophic storm projects pursuant to Wis. Stat. § 23.097(1g) and (1r).

BE IT FURTHER RESOLVED: That the City Forester is to submit an Urban Forestry Grant for the Project ("Grant Application").

Public Works
9-14 hold

BE IT FURTHER RESOLVED: That if the Grant Application is approved, the appropriate City Officials are authorized to draw up to \$50,000 from Park Forestry and Open Space-Improvements Other Than Buildings (Account No. 26553000-631100) in order to make the initial payment toward the Project so that the Authorized Representative may seek reimbursement from the DNR.

BE IT FURTHER RESOLVED: That if all or part of the City is damaged by a catastrophic storm event such that DNR awards grants for the costs of removing, saving, and replacing trees that have been damaged by catastrophic storm sewers in urban areas, the Authorized Representative is authorized to submit a grant application.

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. 63 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
September 20, 2021.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2022 coverage and establishing the monthly premium equivalent rates effective for January 2022 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2022 are hereby adopted*:

1) 2022 Health Insurance Monthly Premium Rates

a) The monthly premium for health insurance in 2022 shall be as follows:

<u>Coverage</u>	
Single	\$ 914.90
Employee with spouse	\$1,740.56
Employee with children	\$1,577.78
Family	\$2,405.16

b) The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 80.04
Employee with spouse	\$ 152.30
Employee with children	\$ 138.06
Family	\$ 210.44

c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$ 457.44
Employee with spouse	\$ 870.28
Employee with children	\$ 788.90
Family	\$1,202.58

* Nothing in this Resolution shall be interpreted as contradicting any approved collective bargaining agreement. Part time employees will generally pay 50% of the total monthly premium. However, for example, the City's collective bargaining agreement with Amalgamated Transit Union Local 998 provides that certain part-time employees will pay a lower amount of the total monthly premium.

F4P

- d) The monthly employee premium equivalent rates for retirees shall be:

<u>Coverage</u>	
Single	\$ 914.90
Employee with spouse	\$1,740.56
Employee with children	\$1,577.78
Family	\$2,405.16

2) 2022 Dental Insurance Monthly Premium Rates

- a) The monthly premium for dental insurance in 2022 shall be as follows:

<u>Coverage</u>	
Single	\$ 47.52
Employee with spouse	\$ 95.88
Employee with children	\$ 107.14
Family	\$ 157.42

- b) The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 7.14
Employee with spouse	\$ 14.38
Employee with children	\$ 16.08
Family	\$ 23.62

- c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

<u>Coverage</u>	
Single	\$ 23.76
Employee with spouse	\$ 47.94
Employee with children	\$ 53.57
Family	\$ 78.71

- 3) In 2022, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the City's Health Insurance Plan as of January 1, 2022. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$750 for those with single coverage and \$1,500 for those with employee plus spouse, employee plus child(ren), and full family coverage. Additionally:

- a) The City Administrator shall have the authority to determine the schedule on which the City's HSA contributions will be made, so long as at least half of the total contribution is made in January 2022.
- b) HSA contributions are issued to an employee and/or family member based on eligibility of the employee and/or retiree on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
- c) For the avoidance of doubt, no contributions will be made for those new to the plan after January 1, 2022.
- d) Employees/retirees are responsible for notifying the Human Resources Department if the employee/retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to an HSA account if the employee is also participating in the government plan.
- e) Employees/retirees who elect the family plan, employee plus child(ren) plan, or the employee plus spouse plan remain eligible for the applicable HSA contribution, even if their dependent is on a government issued plan, so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.

- 4) For the sake of clarity, other items relating to the Medical Benefit Plan and the Dental Benefit Plan which are not changed by this Resolution, such as the deductible amount, the co-insurance amount, the maximum out-of-pocket amount, the spousal surcharge, and the opt-out incentive are unchanged for calendar year 2022 coverage. The current status of these items is found in Res. No. 67-20-21.

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