ATTACHMENTS

CITY OF SHEBOYGAN

SEVENTH REGULAR COMMON COUNCIL MEETING

Tuesday, July 6, 2021

ALDERPERSONS PRESENT:
Jim Bohren (remote), Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

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 - 6th Regular Council meeting held on June 21, 2021

MOTION TO APPROVE MINUTES
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

1.4 PUBLIC FORUM - Limit of five people having five minutes each with comments limited to items on this agenda. No one spoke.

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

MOTION TO ADOPT
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

1.6 MAYORAL APPOINTMENTS - Various. Lays over.

1.7 PRESENTATION - City Administrator Todd Wolf – 2021 City of Sheboygan Improvement Status Update – Quarter 1 & 2

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

2. HEARING

2.1 Hearing No. 1-21-22. 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 vacant land on N. 15th Street (Part of Parcel #59281550000) from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification.

No one spoke.
MOTION TO CLOSE THE HEARING
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

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 Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.2 R. O. No. 36-21-22 by Board of Water Commissioners submitting the executed Record of Declaration of Official Intent for Construction of the Raw Water Improvement Project, also known as WDNR project #4901-09, for the Sheboygan Water Utility.

Resolution: MOTION TO RECEIVE AND FILE THE R. O.
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.3 R. C. No. 54-21-22 by Licensing, Hearings, and Public Safety Committee to whom was referred R. O. No. 34-21-22 by City Clerk submitting various license applications; recommends granting the license applications.

Resolution: MOTION TO RECEIVE THE R. C. AND GRANT THE APPLICATIONS
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.4 R. C. No. 55-21-22 by Public Works Committee to whom was referred R. O. No. 35-21-22 by City Clerk submitting a communication from Charles Paul regarding seagulls nesting on the roof of the old Pick 'n Save building; recommends filing the document.

Resolution: MOTION TO RECEIVE THE R. C. AND FILE THE DOCUMENT
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.5 R. C. No. 56-21-22 by Public Works Committee to whom was referred Res. No. 20-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to approve Change Order No. 2 to the Agreement with Wondra Construction, Inc. regarding Butzen Sports Complex; recommends adopting the Resolution

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.6 R. C. No. 57-21-22 by Public Works Committee to whom was referred Res. No. 21-21-22 by Alderpersons Dekker and Perrella authorizing the appropriate City officials to enter into a contract with Buteyn-Peterson Construction Company, Inc. for the Union Avenue Reconstruction (Georgia Avenue to S. 26th Street); recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Barbara Felde, second by Roberta Filicky-Peneski.

Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.7 R. C. No. 58-21-22 by Public Works Committee to whom was referred Res. No. 22-21-22 by Alderpersons Dekker and Perrella informing the Wisconsin Department of Natural Resources (WDNR) that the 2020 Compliance Maintenance Annual Report (CMAR) has been reviewed; recommends adopting the Resolution.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE RESOLUTION
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.8 R. C. No. 59-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 8-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the northwest corner of S. 7th Street and Lakeshore Drive; recommends adopting the Ordinance.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

3.9 R. C. No. 60-21-22 by Public Works Committee to whom was referred Gen. Ord. No. 9-21-22 by Alderpersons Dekker and Perrella placing a stop sign at the northwest corner of S. 14th Street and Broadway Avenue; recommends adopting the Ordinance.

Resolution: MOTION TO RECEIVE THE R. C. AND ADOPT THE ORDINANCE
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

4. REPORT OF OFFICERS

4.1 R. O. No. 37-21-22 by City Clerk submitting various license applications. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

5. RESOLUTIONS

5.1 Res. No. 27-21-22 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Lincoln Estates subdivision in the Town of Sheboygan. REFER TO CITY PLAN COMMISSION

5.2 Res. No. 28-21-22 by Alderpersons Michell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus. REFER TO FINANCE AND PERSONNEL COMMITTEE

6. REPORT OF COMMITTEES

6.1 R. C. No. 61-21-22 by Finance and Personnel Committee to whom was referred Res. No. 23-21-22 by Alderpersons Mitchell, Filicky-Peneski, Bohren and Felde updating the policy for applying the undesignated fund balance for the General Fund's ensuing year's budget; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT 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, Barbara Felde, Roberta

Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

6.2 R. C. No. 62-21-22 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 to refer Resolution to the Marina, Parks, and Forestry Commission for further consideration.

MOTION TO FILE THE R. C.
Motion by Dean Dekker, second by Grazia Perrella.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

6.3 R. C. No. 63-21-22 by Public Works Committee to whom was referred DIRECT REFERRAL Res. No. 25-21-22 by Alderpersons Dekker and Perrella authorizing the Purchasing Agent to issue a purchase order for the purchase of (1) Bobcat Brand Toolcat Tool Carrier vehicle and related attachments for the Department of Public Works Motor Vehicle Fleet; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT 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, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

6.4 R. C. No. 64-21-22 by Finance and Personnel Committee to whom was referred DIRECT REFERRAL Res. No. 26-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the payment of UMR invoices for administrative fees, transplant, and stop-loss coverage; recommends adopting the Resolution. RECEIVE THE R. C. AND ADOPT 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, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

7. MATTERS LAID OVER

7.1 R. O. No. 31-21-22 by City Plan Commission to whom was referred Gen. Ord. No. 4-21-22 by Alderperson Dekker and R. O. No. 22-21-22 by City Clerk to amend the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of vacant land on N. 15th Street - Part of Parcel #59281550000 from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, June 15, 2021, and after due consideration, recommends approving the Ordinance and filing the R. O. RECEIVE THE R. O. AND ADOPT THE ORDINANCE

MOTION TO RECEIVE THE R. O. AND ADOPT THE ORDINANCE
Motion by Dean Dekker, second by Grazia Perrella.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

8. GENERAL ORDINANCES

9. OTHER MATTERS AUTHORIZED BY LAW

9.1 Gen. Ord. No. 10-21-22 by Alderpersons Felde, Ackley, and Bohren adjusting the forfeiture ranges in

Sheboygan Municipal Code § 18-47 (Dangerous and Vicious Dogs), § 66-2 (Nuisances), § 70-7 (Marijuana), and § 70-8 (Possession of Drug Paraphernalia), and adopting an updated Bond Schedule for use in Municipal Court proceedings. REFER TO LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

10. ADJOURN MEETING

10.1 Motion to Adjourn

MOTION TO ADJOURN 6:40 PM
Motion by Barbara Felde, second by Roberta Filicky-Peneski.
Final Resolution: Motion Passes
Aye: Jim Bohren, Markus Savaglio, Dean Dekker, Trey Mitchell, Betty Ackley, Barbara Felde, Roberta Filicky-Peneski, Amanda Salazar, Grazia Perrella, Leslie Laster - 10.

MONICA HART

837 Union Avenue • Sheboygan, Wisconsin 53801 • (920) 254-4174 • monicavrhart@gmail.com

CORE COMPETENCIES

- Highly organized and detail-oriented with the ability to manage multiple high-priority tasks
- Highly interpersonal and able to successfully work with all levels of an organization
- Proficient in Microsoft Office

CURRENT PROFESSIONAL POSITION

Customer Relations Specialist, Acuity Insurance, Sheboygan, WI, February 2016 – Present

- Manage the company's Employee Activity Committee and oversee the coordination of more than fifteen companywide events each year.
- Procure all employee gifts, including alternative gifts to our field employees depending on shipping conditions.
- Propose and manage multi-million-dollar budget centers.
- Oversee the coordination of a community-inclusive 5k/2-mile run/walk event with a 30+ person vendor village, high-end competitive shirts, and 500 gift bags.
- Work closely with the executive team to promote and encourage employee engagement
- Play an integral role in maintaining Acuity's second-to-none employee culture and company morale.

PROFESSIONAL EXPERIENCE

Event Coordinator, Sartori Company, Plymouth, WI, December 2014 – February 2016

- Coordinated all trade show activities for domestic and international trade events including food shows, regional events, and customer visits.
- Procured and managed promotional items and trade show material inventory.
- Assisted in the development of company newsletters and social media postings.
- Created and submitted entries into all domestic and international competitions.
- Handled all related functions of competitions and events including product shipment, sponsorship, and paperwork.
- Supported Sales Team as needed.
- Led competitive analysis with a group of management-selected team members. Successfully delegated tasks to compile relevant information and details. Ran point on creating and executing timeline of project.

Contract Intern, Kohler Company, Kohler, WI, September 2013 – December 2014

- Assisted with event preparation and promotion.
- Worked with Senior Event Coordinator during events.
- Facilitated vendor setup and aided vendors as needed throughout events.

Independent Wedding Consultant, June 2013 – June 2014

- Worked with bride and groom to determine color scheme of wedding, guest lists, budget, venue, floral arrangements, and timeline of wedding day activities and acted as main point of contact for wedding party and parents of the bride and groom.
- Drafted floral arrangement concepts, center piece options, and decorative ideas.
- Made initial contact with vendors and reported to bride on services, pricing, and contract details.

MONICA HART

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Part-Time Personal Assistant, June 2013 – December 2014

- Responsible for keeping client organized and on task with day-to-day activities.
- Drafted email communications for professional and personal commitments.
- Organized and managed daily schedules and meetings.

Event Planning Intern, Make-A-Wish Foundation® of Wisconsin, Appleton, WI, May – August 2012

- Assisted with all special events including setup, photography, prizes, and coordinating speakers and Wish family presentations.
- Created and organized informational PowerPoints for special events.
- Gained experience in fundraising and working with in-kind and auction items.
- Participated in event promotion with local vendors.
- Wrote special correspondence to donors.

EDUCATION

- **Bachelor of Arts, University of Wisconsin-La Crosse, La Crosse, WI, December 2012**
- Major: Communication Studies – Organizational and Professional Communication
- Minor: Interpersonal Communication
- Dean's List – 3 semesters

EDUCATIONAL HONORS & DISTINCTIONS

Senior Thesis: At the End of the Day You Do Business with People You Like: A Qualitative Study, Spring 2012

- Researched uncertainty reduction strategies used by event planners during the initial stages of meeting with new or potential clients.
- Presented findings to undergraduate communication peers and professors.
- Published article in the *Meeting Professionals International-Wisconsin Chapter Newsletter,* September/October 2012 issue, Volume 34 Number 5

Member of the Communication National Honors Society, Lambda Pi Eta – 2012
University of Wisconsin-La Crosse Eagle Mentoring Program – 2009
University of Wisconsin-La Crosse Counselor's Choice Award – 2008
Elks Lodge Student of the Month Scholarship – 2008
Hispanic Service Association Scholarship – 2008

VOLUNTEER INVOLVEMENT

Tutor, Literacy Council Project, Sheboygan, WI, January 2013 – February 2014

- Tutored student in reading, writing, and English.
- Collaborated with student to set short-term and long-term goals to meet during our sessions.
- Maintained log on student's progress.
- Submitted monthly progress reports.

June 30, 2021

Resignation

Charlie Wigg from the Architectural Review Board effective immediately.

Sent: Wednesday, June 30, 2021 4:32 PM
Subject: Re: Architectural Review Board Meeting agenda 6-28-21

Linnae,
I have enjoyed being part of this board but I am finding it difficult to find time to consistently attend the meetings. I do not like being unreliable so because of this, I think it best for all that I resign my position.

Thank you for your understanding
Charlie Wigg

City of Sheboygan
spirit on the lake

July 13, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

MAYOR'S INTERNATIONAL COMMITTEE

NAME	TERM START	EXPIRES
Monica Hart	04/20/2021	04/18/2022

Ryan Sorenson

RYAN SORENSON, MAYOR

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

1.6

City of Sheboygan
spirit on the lake

June 29, 2021

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointments for your consideration:

HOUSING REHABILITATION LOAN COMMISSION

NAME	TERM START	EXPIRES
Gina Covelli	04/20/2021	04/18/2022

BOARD OF MARINA, PARKS, AND FORESTRY COMMISSIONERS

NAME	TERM START	EXPIRES
Travis Gross – Historic Preservation Commission representative	04/20/2021	04/18/2022

LIBRARY BOARD

NAME	TERM START	EXPIRES
Amanda Salazar – Alderperson representative	04/20/2021	04/15/2024

Ryan Sorenson

RYAN SORENSON, MAYOR

layover

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI 53081

920-459-3317
www.sheboyganwi.gov

II

R. O. No. _____ - 21 - 22. By CITY PLAN COMMISSION. July 19, 2021.

Your Commission to whom was referred Res. No. 27-21-22 by Alderperson Mitchell pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Lincoln Estates subdivision in the Town of Sheboygan, the preliminary plat being approved by the City Plan Commission; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, July 13, 2021, and after due consideration, recommends adopting the Resolution.

_____

City Plan Commission

III

5.1

Res. No. 27 - 21 - 22. By Alderperson Mitchell. July 6, 2021.

A RESOLUTION pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan approving the final plat of Lincoln Estates subdivision in the Town of Sheboygan.

RESOLVED: That pursuant to the extraterritorial plat approval jurisdiction of the City of Sheboygan, the final plat of Lincoln Estates subdivision, located in part of the Northeast ¼ of the Southwest ¼ and the Northwest ¼ of the Southeast ¼ of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, is hereby approved.

City Plan

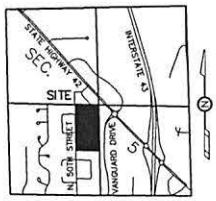
I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

LINCOLN ESTATES

Being a part of the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin.



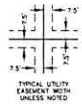
LOCATION MAP

SCALE: 1" = 2000'

STH 42 SETBACK RESTRICTION:
NO IMPROVEMENTS OR STRUCTURES ARE ALLOWED BETWEEN THE RIGHT-OF-WAY LINE AND THE HIGHWAY SETBACK LINE. IT IS EXPRESSLY INTENDED THAT THIS RESTRICTION IS FOR THE BENEFIT OF THE PUBLIC AS PROVIDED IN SECTION 236.293, WISCONSIN STATUTES, AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

STH 42 ACCESS RESTRICTION:
AS OWNER I HEREBY RESTRICT ALL LOTS AND BLOCKS IN THAT NO OWNER, POSSESSOR, USER, NOR LICENSEE, NOR OTHER PERSON SHALL HAVE ANY RIGHT OF DIRECT VEHICULAR INGRESS OR EGRESS WITH STH 42 AS SHOWN ON THE PLAT, IT BEING EXPRESSLY INTENDED THAT THIS RESTRICTION SHALL CONSTITUTE A RESTRICTION FOR THE BENEFIT OF THE PUBLIC ACCORDING TO S.236.293, STATS., AND SHALL BE ENFORCEABLE BY THE WISCONSIN DEPARTMENT OF TRANSPORTATION.

UTILITY EASEMENT RESTRICTIONS:
ALL ELECTRIC DISTRIBUTION LINE, TELEPHONE LINES, TELEVISION CABLES, AND COMMUNICATION LINES FROM WHICH LOTS ARE INDIVIDUALLY SERVED, SHALL BE UNDERGROUND, EXCEPT THAT ASSOCIATED EQUIPMENT AND FACILITIES WHICH ARE APPURTENANT TO UNDERGROUND ELECTRIC AND COMMUNICATION SYSTEMS, SUCH AS, BUT NOT LIMITED TO SUBSTATIONS, PAD MOUNTED TRANSFORMERS, POLES, SWITCHES, AND ABOVE GRADE PEDESTAL-MOUNTED TERMINATION BOXES, MAY BE LOCATED ABOVE GROUND LEVEL. SUCH FACILITIES SHALL BE LOCATED WITHIN EASEMENTS HEREIN SPECIFIED, AND GRADE LEVEL OF SUCH EASEMENTS AFTER THE INSTALLATION OF UNDERGROUND LINES SHALL NOT BE ALTERED MORE THAN TEN INCHES BY THE SUBDIVIDER, HIS AGENT, OR BY THE SUBSEQUENT OWNERS OF THE LOTS ON WHICH SUCH UTILITY EASEMENTS ARE LOCATED, EXCEPT WITH WRITTEN CONSENT OF THE UTILITY OR UTILITIES INVOLVED.



TYPICAL UTILITY EASEMENT WIDTH UNLESS NOTED

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

BEARINGS ARE REFERENCED TO THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 5, T15N, R23E, AS BEING N0°58'37"W PER THE SHEBOYGAN COUNTY COORDINATE SYSTEM

0 30 60

Scale: 1" = 60'

WISCONSIN
BENJAMIN J. REENDERS
S-3114
OOSTBURG
WIS.
9/16/2020
LAND SURVEYOR

LEGEND

- ○ = Found Property Corner
- ● = Set 1-1/4"x18" Rebar min. 3.65 lbs. per foot
  Set 3/4"x18" Rebar min. 1.13 lbs. per foot at all other lot corners
- ◉ = Section Corner Monument

CURVE TABLE

NUM	LOT	DELTA	ARC	RADIUS	BEARING	DISTANCE	TAN IN	TAN OUT
C1		90°00'00"	47.12'	30.00'	N48°02'28"W	42.43'	N88°57'32"E	S1°02'28"E
C2		90°00'00"	150.80'	96.00'	N48°02'28"W	135.76'	N88°57'32"E	S1°02'28"E
C2	15	24°17'23"	40.70'	96.00'	N78°53'50"W	40.39'		
C2	16	31°01'08"	62.03'	96.00'	N48°41'30"W	61.29'		
C2	17	28°41'37"	48.07'	96.00'	N15°33'10"W	47.57'		
C3		237°24'01"	242.08'	50.00'	N88°01'09"E	84.00'	S47°43'10"W	N49°40'51"W
C3	18	61°48'20"	53.91'	50.00'	N18°51'20"W	51.33'		
C3	19	60°00'00"	52.36'	50.00'	N42°02'00"E	50.00'		
C3	20	60°00'00"	52.36'	50.00'	N77°58'00"E	50.00'		
C3	21	68°06'40"	59.41'	50.00'	S13°53'40"E	56.02'		
C3	22	27°29'19"	23.99'	50.00'	S53°50'10"E	23.75'		
C4		39°03'34"	107.72'	158.00'	S71°24'51"W	105.64'	N51°53'04"E	N89°07'23"E
C5		39°01'58"	83.11'	92.00'	S71°53'21"W	81.54'	N51°53'04"E	S88°46'22"E
C6		57°51'56"	245.43'	266.00'	S25°27'07"W	235.02'	N0°58'51"W	N51°53'04"E
C6	23	14°00'44"	65.05'	266.00'	S44°53'42"W	64.89'		
C6	24	18°48'59"	87.37'	266.00'	S29°27'51"W	86.97'		
C6	25	15°53'20"	73.76'	266.00'	S13°06'40"W	73.53'		
C6	26	9°08'10"	42.54'	266.00'	S3°28'40"W	42.50'		
C7		82°51'55"	384.53'	266.00'	S25°27'07"W	178.06'	N0°58'51"W	N51°53'04"E
C7	32	32°36'48"	113.96'	200.00'	S13°20'33"W	112.42'		
C7	33	29°13'07"	70.57'	200.00'	S41°48'31"W	70.21'		
C8		237°24'01"	242.08'	50.00'	N88°01'09"E	84.00'	S47°43'10"W	N49°40'51"W
C8	27	70°17'41"	61.37'	50.00'	S13°36'49"W	57.51'		
C8	28	84°39'36"	47.70'	50.00'	S46°49'29"E	45.91'		
C8	29	54°32'06"	47.59'	50.00'	N75°34'48"E	45.81'		
C8	30	54°14'34"	47.34'	50.00'	N21°17'29"E	45.56'		
C8	31	43°45'04"	38.18'	50.00'	N27°48'27"W	37.26'		

NOTES:
- ALL LINEAR MEASUREMENTS HAVE BEEN MADE TO THE NEAREST HUNDREDTH OF A FOOT
- ALL DISTANCES SHOWN ALONG CURVED LINES ARE ARC DISTANCES.
- 79,712 SQUARE FEET ARE DEDICATED TO THE PUBLIC FOR ROAD RIGHT OF WAY PURPOSES
- ALL UTILITY EASEMENT LINES ARE 7.5' OFF PROPERTY LINES

OWNER/SUBDIVIDER:
MIKE WERNER
AMERICAN DREAM BUILDERS
1715 WILLOW VIEW CT.
SHEBOYGAN, WI 53081

ENGINEER:
JOE BRONOSKI
JB SITE DESIGN AND ENGINEERING, LLC
1129 KENTUCKY AVE.
SHEBOYGAN, WI 53081

SURVEYOR:
BENJAMIN J. REENDERS
CEDAR CREEK SURVEYING, LLC
841 CENTER AVE., SUITE 1
OOSTBURG, WI 53070

841 Center Avenue, Suite 1
Oostburg, WI 53070
920-647-0999
CEDAR CREEK SURVEYING LLC
www.cedarcreeksurveying.com

REVISED: 12/21/2020
REVISED: 11/20/2020

FILE: 3019134 DATE: 9/16/2020 SHEET 1 OF 2

LINCOLN ESTATES

Being a part of the NE 1/4 of the SW 1/4 and the NW 1/4 of the SE 1/4 of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Benjamin J. Roenders, Professional Land Surveyor, hereby certify:

That I have surveyed, divided, and mapped Lincoln Estates, being a part of the Northeast 1/4 of the Southwest 1/4, and the Northwest 1/4 of the Southeast 1/4 of Section 5, Town 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin, described as follows:

Commencing at South 1/4 corner of said Section 5; thence N0°59'37"W 1318.61 feet along the East line of said Southwest 1/4 to the Northeast corner of Parke Ridge Subdivision and the POINT OF BEGINNING of this description; thence N88°07'31"W 663.90 feet along the North line of said Parke Ridge Subdivision; thence N1°02'28"W 1339.03 feet along the East right-of-way line of North 50th Street; thence S88°38'29"E 664.75 feet along the North line of said Southwest 1/4 to the Center of said Section 5; thence S88°45'40"E 112.11 feet along the North line of said Southeast 1/4; thence S44°01'53"E 23.28 feet along the Southwest right-of-way line of State Highway 42; thence N89°19'22"W 127.98 feet; thence S0°59'37"E 1327.32 feet along the East line of said Southwest 1/4 and the West line of Wal Mart Subdivision to the point of beginning.

This parcel contains 892,615 square feet or 20.492 acres.

I further certify that I have made such survey, land-division, and plat by the direction of American Dream Builders of Sheboygan County, LLC, owner of said land.

That such plat is a correct representation of all the exterior boundaries of the land surveyed and the subdivision thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision ordinance of the Town of Sheboygan, Wisconsin, in surveying, dividing, and mapping the same.

Dated this 16th day of September, 2020.

Benjamin J. Roenders

Benjamin J. Roenders

WISCONSIN
BENJAMIN J. REENDERS
S-3114
OOSTBURG
WIS.
9/14/2020
LAND SURVEYOR

OWNER'S CERTIFICATE OF DEDICATION

American Dream Builders of Sheboygan County, LLC, a limited liability company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

American Dream Builders of Sheboygan County, LLC, does further certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Wisconsin Department of Administration
Wisconsin Department of Transportation
Town of Sheboygan
City of Sheboygan
Sheboygan County Planning Department

American Dream Builders of Sheboygan County, LLC

Michael L. Werner, Sole Member

STATE OF WISCONSIN)
SS
SHEBOYGAN COUNTY)

Personally came before me this _____ day of _____, 2020, Michael L. Werner of the above named limited liability company, to me known to be the person who executed the foregoing instrument, and to me known to be such Sole Member of said limited liability company and acknowledged that they executed the foregoing instrument as such officers as the deed of said limited liability company, by its authority.

Notary Public _____

My Commission expires _____

TOWN OF SHEBOYGAN RESOLUTION

Resolved that this plat titled "Lincoln Estates" located in the Town of Sheboygan, being developed by American Dream Builders of Sheboygan County, LLC, is hereby APPROVED by the Town Board of the Town of Sheboygan.

Town Chair _____ Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Town Board of the Town of Sheboygan.

Town Clerk _____ Date _____

CITY OF SHEBOYGAN COMMON COUNCIL RESOLUTION

Resolved that this plat titled "Lincoln Estates" located in the Town of Sheboygan is hereby approved by the Common Council of the City of Sheboygan.
on this _____ day of _____, 2020.

Mayor _____ Date _____

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Sheboygan.

City Clerk _____ Date _____

COUNTY OF SHEBOYGAN PLANNING DEPARTMENT CERTIFICATE

Resolved that this plat titled "Lincoln Estates" located in the Town of Sheboygan is hereby approved by the Sheboygan County Planning Department.
on this _____ day of _____, 2020.

Title _____

CERTIFICATE OF TOWN TREASURER

I, _____, being the duly appointed, qualified and acting treasurer of the Town of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____, 2020, on any of the lands included in Lincoln Estates.

Dated this _____ day of _____, 2020.

Town Treasurer _____

CERTIFICATE OF COUNTY TREASURER

I, _____, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that in accordance with the records in my office, there are no unredeemed tax sales or no unpaid taxes or special assessments as of _____, 2020 on any of the lands included in Lincoln Estates.

Dated this _____ day of _____, 2020.

County Treasurer _____

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____

Department of Administration

OWNER/SUBDIVIDER:
MIKE WERNER
AMERICAN DREAM BUILDERS
1715 WILLOW VIEW CT.
SHEBOYGAN, WI 53081

ENGINEER:
JOE BRONOSKI
JB SITE DESIGN AND ENGINEERING, LLC
1129 KENTUCKY AVE.
SHEBOYGAN, WI 53081

SURVEYOR:
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OOSTBURG, WI 53070

941 Center Avenue, Suite 1
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920-847-2699
CEDAR CREEK SURVEYING, LLC
www.cedarcreeksurveying.com

REVISED: 12/21/2020
REVISED: 11/20/2020

FILE: 2019134 DATE: 9/14/2020 SHEET 2 OF 2

American Dream Builders

1715 Willow View Ct

Sheboygan, WI 53081

June 28, 2021

Ms. Meredith DeBruin

~~Clerk of Court~~s City of Sheboygan - City Clerk

828 Center Avenue

Sheboygan, WI 53081

Dear Ms. DeBruin

As part of the proposed land development for Lincoln Estates subdivision in the Town of Sheboygan, I'm looking for an application for extraterritorial review and approval of the final subdivision plat. Please add this to the agenda for the July Planning Commission meeting. Let me know if you have any questions.

Sincerely,

Mike Werner

Mike Werner

President: American Dream Builders

VII

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 19, 2021.

Your Committee to whom was referred pursuant to R. O. No. 37-21-22 by City Clerk submitting various license applications; recommends granting the license application with one (*) correction:

CHANGE OF PREMISE

No.	Name	Address
2921	The Walkabout	2401 Calumet Drive - September 3-6, 2021 to include current premise plus west and North of building on grassy area to northwest side and west side spanning to the edge of property and area between the building and including the interior garage.
2921	The Walkabout	2401 Calumet Drive - August 21, 2021 to include current premise plus West and North of building on grassy area to northwest side and west side spanning to the edge of property and area between the building and including the interior garage.

*CLASS "A" FERMENTED MALT BEVERAGE LICENSE (June 30, 2022) (NEW)

No.	Name	Address
3496	Goodside Grocery Co-op (Goodside Grocery)	1131 N. 8th Street

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VIII

R. C. No. _____ - 21 - 22. By FINANCE AND PERSONNEL COMMITTEE. July 19, 2021.

Your Committee to whom was referred Res. No. 28-21-22 by Alderpersons Mitchell and Filicky-Peneski authorizing the sale of land in the SouthPointe Enterprise Campus; 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

5.2

Res. No. 28 - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 6, 2021.

A RESOLUTION authorizing the sale of land in the SouthPointe Enterprise Campus.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Vacant Land Offer to Purchase between the City of Sheboygan and S2A Investments 22, LLC, thereby authorizing the sale of the property and removing the contingency for Common Council approval found at lines 526-527 of the Vacant Land Offer to Purchase.

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

F&P adopt.

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

Approved by the Wisconsin Department of Regulation and Licensing
03-1-11 (Optional Use Date) 07-1-11 (Mandatory Use Date)

WB-13 VACANT LAND OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON June 28, 2021 [DATE] IS ~~(AGENT OF BUYER)~~ (AGENT OF SELLER/~~LISTING BROKER~~) ~~(AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, S2A Investments 22, LLC, offers to purchase the Property known as [Street Address] (see description at lines 458-459) in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

■ PURCHASE PRICE: Eight Hundred Twenty-five Thousand and 00/100 Dollars ($ 825,000.00).

■ EARNEST MONEY of $ 0 accompanies this Offer and earnest money of $ 20,000.00 will be mailed, or commercially or personally delivered within five (5) days of acceptance to ~~listing broker or~~ the closing agent, Woodland Title Services.

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

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

■ NOT INCLUDED IN PURCHASE PRICE: Property sale is limited to vacant, unimproved land.

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

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

■ ZONING: Seller represents that the Property is zoned: SI Suburban Industrial.

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before July 13, 2021. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

Seller's recipient for delivery (optional): Todd Wolf, City Administrator

Buyer's recipient for delivery (optional): Brian Kuzdas, CEO

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

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

☐ (3) Commercial Delivery: depositing the document or written notice fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

☑ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 40 or 41, for delivery to the Party's delivery address at line 49 or 50.

Delivery address for Seller: 828 Center Avenue, Suite 312, Sheboygan, WI 53081

Delivery address for Buyer: 24360 Village Walk Place, Suite A, Murrieta, CA 92562

☑ (5) E-Mail: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

E-Mail address for Seller (optional): todd.wolf@sheboyganwi.gov

E-Mail address for Buyer (optional): brian@s2amodular.com

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 458-464 or 526-534 or in an addendum attached per line 525. At time of Buyer's occupancy, Property shall be free of all debris and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction (see lines 163-187 and 246-278) ~~other than those identified in the Seller's disclosure report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference~~ COMPLETE DATE OR STRIKE AS APPLICABLE ~~and~~ _____

_____

_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT

CLOSING This transaction is to be closed no later than November 30, 2021 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

CLOSING PRORATIONS The following items, if applicable, shall be prorated at closing, based upon date of closing values: real estate taxes, rents, prepaid insurance (if assumed), private and municipal charges, property owners association assessments, fuel and none.

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

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

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

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

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

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

☐ _____.

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

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

~~**LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights~~ under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) STRIKE ONE lease(s), if any, are _____ _____. Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

☐ **GOVERNMENT PROGRAMS:** Seller shall deliver to Buyer, within _____ days of acceptance of this Offer, a list of all federal, state, county, and local conservation, farmland, environmental, or other land use programs, agreements, restrictions, or conservation easements, which apply to any part of the Property (e.g., farmland preservation agreements, farmland preservation or exclusive agricultural zoning, use value assessments, Forest Crop, Managed Forest, Conservation Reserve Program, wetland mitigation, shoreland zoning mitigation plan or comparable programs), along with disclosure of any penalties, fees, withdrawal charges, or payback obligations pending, or currently deferred, if any. This contingency will be deemed satisfied unless Buyer delivers to Seller, within seven (7) days of Buyer's Actual Receipt of said list and disclosure, or the deadline for delivery, whichever is earlier, a notice terminating this Offer based upon the use restrictions, program requirements, and/or amount of any penalty, fee, charge, or payback obligation.

CAUTION: If Buyer does not terminate this Offer, Buyer is hereby agreeing that Buyer will continue in such programs, as may apply, and Buyer agrees to reimburse Seller should Buyer fail to continue any such program such that Seller incurs any costs, penalties, damages, or fees that are imposed because the program is not continued after sale. The Parties agree this provision survives closing.

☐ **MANAGED FOREST LAND:** All, or part, of the Property is managed forest land under the Managed Forest Law (MFL). This designation will continue after closing. Buyer is advised as follows: The MFL is a landowner incentive program that encourages sustainable forestry on private woodlands by reducing and deferring property taxes. Orders designating lands as managed forest lands remain in effect for 25 or 50 years. When ownership of land enrolled in the MFL program changes, the new owner must sign and file a report of the change of ownership on a form provided by the Department of Natural Resources and pay a fee. By filing this form, the new owner agrees to the associated MFL management plan and the MFL program rules. The DNR Division of Forestry monitors forest management plan compliance. Changes you make to property that is subject to an order designating it as managed forest land, or to its use, may jeopardize your benefits under the program or may cause ~~the property to be withdrawn from the program and may result in the assessment of penalties. For more information call the local DNR forester or visit http://www.dnr.state.wi.us.~~

FENCES: Wis. Stat. § 90.03 requires the owners of adjoining properties to keep and maintain legal fences in equal shares where one or both of the properties is used and occupied for farming or grazing purposes.
CAUTION: Consider an agreement addressing responsibility for fences if Property or adjoining land is used and occupied for farming or grazing purposes.
USE VALUE ASSESSMENTS: The use value assessment system values agricultural land based on the income that would be generated from its rental for agricultural use rather than its fair market value. When a person converts agricultural land to a non-agricultural use (e.g., residential or commercial development), that person may owe a conversion charge. To obtain more information about the use value law or conversion charge, contact the Wisconsin Department of Revenue's Equalization Section or visit http://www.revenue.wi.gov/.
FARMLAND PRESERVATION: Rezoning a property zoned farmland preservation to another use or the early termination of a farmland preservation agreement or removal of land from such an agreement can trigger payment of a conversion fee equal to 3 times the class 1 "use value" of the land. Contact the Wisconsin Department of Agriculture, Trade and Consumer Protection Division of Agricultural Resource Management or visit http://www.datcp.state.wi.us/ for more information.
CONSERVATION RESERVE PROGRAM (CRP): The CRP encourages farmers, through contracts with the U.S. Department of Agriculture, to stop growing crops on highly erodible or environmentally sensitive land and instead to plant a protective cover of grass or trees. CRP contracts run for 10 to 15 years, and owners receive an annual rent plus one-half of the cost of establishing permanent ground cover. Removing lands from the CRP in breach of a contract can be quite costly. For more information call the state Farm Service Agency office or visit http://www.fsa.usda.gov/.
SHORELAND ZONING ORDINANCES: All counties must adopt shoreland zoning ordinances that meet or are more restrictive than Wis. Admin. Code Chapter NR 115. County shoreland zoning ordinances apply to all unincorporated land within 1,000 feet of a navigable lake, pond or flowage or within 300 feet of a navigable river or stream and establish minimum standards for building setbacks and height limits, cutting trees and shrubs, lot sizes, water runoff, impervious surface standards (that may be exceeded only if a mitigation plan is adopted) and repairs to nonconforming structures. Buyers must conform to any existing mitigation plans. For more information call the county zoning office or visit http://www.dnr.state.wi.us/. Buyer is advised to check with the applicable city, town or village for additional shoreland zoning restrictions, if any.
BUYER'S PRE-CLOSING WALK-THROUGH Within 3 days prior to closing, at a reasonable time pre-approved by Seller or Seller's agent, Buyer shall have the right to walk through the Property to determine that there has been no significant change in the condition of the Property, except for ordinary wear and tear and changes approved by Buyer, and that any defects Seller has agreed to cure have been repaired in the manner agreed to by the Parties.
PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING Seller shall maintain the Property until the earlier of closing or occupancy of Buyer in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear. If, prior to closing, the Property is damaged in an amount of not more than five percent (5%) of the selling price, Seller shall be obligated to repair the Property and restore it to the same condition that is was on the day of this Offer. No later than closing, Seller shall provide Buyer with lien waivers for all lienable repairs and restoration. If the damage shall exceed such sum, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.
DEFINITIONS
■ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery.
■ CONDITIONS AFFECTING THE PROPERTY OR TRANSACTION: "Conditions Affecting the Property or Transaction" are defined to include:

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

(Definitions Continued on page 5)

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

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

CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 201 or 202.

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

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

If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or 526-534 or in an addendum attached per line 525.

■ BUYER'S LOAN COMMITMENT: Buyer agrees to pay all customary loan and closing costs, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. If Buyer qualifies for the loan described in this Offer or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of the written loan commitment no later than the deadline at line 192. **Buyer and Seller agree that delivery of a copy of any written loan commitment to Seller (even if subject to conditions) shall satisfy the Buyer's financing contingency if, after review of the loan commitment, Buyer has directed, in writing, delivery of the loan commitment. Buyer's written direction shall accompany the loan commitment. Delivery shall not satisfy this contingency if accompanied by a notice of unacceptability.**

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not closed/abandoned according to applicable regulations.

o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing capacity, earth or soil movement, slides) or excessive rocks or rock formations.

p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR) Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.

q. Lack of legal vehicular access to the Property from public roads.

r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses, conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of a part of Property by non-owners, other than recorded utility easements.

s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to impose assessments against the real property located within the district.

t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.

u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the Property, or proposed or pending special assessments.

v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.

w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.

x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.

y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.

z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial injuries or disease in livestock on the Property or neighboring properties.

aa. Existing or abandoned manure storage facilities on the Property.

bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.

cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county (see lines 139-145).

dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion charge or the payment of a use-value conversion charge has been deferred.

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

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

■ FIXTURE: A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and docks/piers on permanent foundations.

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.

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

PROPERTY DEVELOPMENT WARNING If Buyer contemplates developing Property for a use other than the current use, there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals, estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits, subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should review any plans for development or use changes to determine what issues should be addressed in these contingencies.

~~☐ PROPOSED USE CONTINGENCIES: Buyer is purchasing the Property for the purpose of:~~ _____ _____ _____ [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

☐ **ZONING CLASSIFICATION CONFIRMATION:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, verification that the Property is zoned _____ and that the Property's zoning allows the Buyer's proposed use described at lines 306-308.

☐ **SUBSOILS:** This offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a qualified soils expert that the Property is free of any subsoil condition which would make the proposed use described at lines 306-308 impossible or significantly increase the costs of such development.

☐ **PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS) SUITABILITY:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written evidence from a certified soils tester that (a) the soils at the Property locations selected by Buyer, and (b) all other conditions that must be approved, meet the legal requirements in effect on the date of this Offer to obtain a permit for a POWTS for use of the Property as stated on lines 306-308. The POWTS (septic system) allowed by the written evidence must be one of the following POWTS that is approved by the State for use with the type of property identified at lines 306-308 CHECK ALL THAT APPLY: ☐ conventional in-ground; ☐ mound; ☐ at grade; ☐ in-ground pressure distribution; ☐ holding tank; ☐ other: _____.

☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly delay or increase the costs of the proposed use or development identified at lines 306-308.

☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, permits, approvals and licenses, as appropriate, or the final discretionary action by the granting authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use: _____ _____.

☐ **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: ☐ electricity _____; ☐ gas _____; ☐ sewer _____; ☐ water _____; ☐ telephone _____; ☐ cable _____; ☐ other _____.

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

☑ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) ~~(Seller's)~~ STRIKE ONE ("Buyer's" if neither is stricken) expense, a ☐ rezoning; ☑ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☑ other architectural review board approval CHECK ALL THAT APPLY, and delivering written notice to Seller if the item cannot be obtained, all within 120 days of acceptance for the Property for its proposed use described at lines 306-308.

☑ **MAP OF THE PROPERTY:** This Offer is contingent upon ~~(Buyer obtaining)~~ (Seller providing) STRIKE ONE ("Seller providing" if neither is stricken) a Map of the Property ~~dated subsequent to the date of acceptance of this Offer~~ prepared by a registered land surveyor, within 120 days of acceptance, at ~~(Buyer's)~~ (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show ~~minimum of _____ acres, maximum of _____ acres~~, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon the Property, the location of improvements, if any, ~~and:~~ _____ [STRIKE AND COMPLETE AS APPLICABLE] Additional map features which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot dimensions; total acreage or square footage; easements or rights-of-way. **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map when setting the deadline.** This contingency shall be deemed satisfied unless Buyer, within five days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) the significant encroachment; (2) information materially inconsistent with prior representations; or (3) failure to meet requirements stated within this contingency. Upon delivery of Buyer's notice, this Offer shall be null and void.

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

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

EARNEST MONEY

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

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

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

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

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

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

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

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

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

TITLE EVIDENCE

■ CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's disclosure report and in this Offer, general taxes levied in the year of closing ~~and~~ _____

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

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

■ GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's) (Buyer's) STRIKE ONE ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the effective date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy exclusions and exceptions, provided the title company will issue the endorsement. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 442-449).

■ PROVISION OF MERCHANTABLE TITLE: For purposes of closing, title evidence shall be acceptable if the required title insurance commitment is delivered to Buyer's attorney or Buyer not more than 30 days ~~after acceptance~~ before closing ("15" if left blank), showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 418-427, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

■ TITLE NOT ACCEPTABLE FOR CLOSING: If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title within 10 days ("15" if left blank) after delivery of the title commitment to Buyer or Buyer's attorney. In such event, Seller shall have a reasonable time, but not exceeding 5 days ("5" if left blank) from Buyer's delivery of the notice stating title objections, to deliver notice to Buyer stating Seller's election to remove the objections by the time set for closing. In the event that Seller is unable to remove said objections, Buyer may deliver to Seller written notice waiving the objections, and the time for closing shall be extended accordingly. If Buyer does not waive the objections, Buyer shall deliver written notice of termination and this Offer shall be null and void. Providing title evidence acceptable for closing does not extinguish Seller's obligations to give merchantable title to Buyer.

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES The property subject to this Offer is described as Parcel Nos. 59281470998 (31.906 acres), 59281470991 (2.996 acres), and 59281470992 (4.778 acres).

The purchase price is contingent upon Buyer obtaining, prior to closing, renewable energy incentive funds connected to Parcel Nos. 59281470991 and 59281470992 in the amount of $188,734.00. Should said incentives not be forthcoming, the purchase price shall be reduced to Seven Hundred Ninety-three Thousand Six Hundred and 00/100 Dollars ($793,600.00).

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

If Buyer defaults, Seller may:

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

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

If Seller defaults, Buyer may:

(1) sue for specific performance; or

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

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

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

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

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

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

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

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

☑ **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no Defects. ~~This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of~~ _____ ~~(list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).~~ Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

This contingency shall be deemed satisfied unless Buyer, within 90 days of acceptance, delivers to Seller a copy of the written inspection report(s) and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

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

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

☐ **ADDENDA:** The attached _____ is/are made part of this Offer.

ADDITIONAL PROVISIONS/CONTINGENCIES This transaction is contingent upon approval by the City of Sheboygan Common Council. The City Administrator agrees to advocate for approval of this transaction.

This transaction is contingent upon the parties entering into a developer's agreement related to the construction of a commercial factory on the premises. Said developer's agreement shall include provisions related to renewable energy incentives, continuation of business operations, and a right of first refusal for seller to repurchase the property.

Seller agrees to pay into escrow a fee of $50,000 from the proceeds of closing toward the cost of a feasibility study. Buyer has engaged Santa Rosa Development Consultants to provide such a study in support of determining the suitability of the site for sales and delivery of its custom factory-built modular homes throughout Wisconsin. The escrow agent may pay the consultant from escrow upon provision of verified statements of the cost. Any balance remaining in escrow shall be refunded to the Seller within 30 days after start of construction.

This Offer was drafted by [Licensee and Firm] City of Sheboygan City Attorney Charles C. Adams

_____ on June 28, 2021.

DocuSigned by:

(x) Brian Kuzdas 4033DE66D6F13D4... Brian Kuzdas, CEO 6/29/2021

Buyer's Signature▲ Print Name Here▶ Date▲

(x) _____

Buyer's Signature▲ Print Name Here▶ Date▲

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

_____ Broker (by) _____

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

(x) Ryan Sorenson Ryan Sorenson, Mayor 6/30/2021

Seller's Signature▲ Print Name Here▶ Ryan Sorenson, Mayor Date▲

(x) Meredith DeBruin Meredith DeBruin, City Clerk 6/30/2021

Seller's Signature▲ Print Name Here▶ Meredith DeBruin, City Clerk Date▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials▲ Date▲ Seller Initials▲ Date▲

II

R. O. No. _____ - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting an application from Chong Kia Moua for a change in zoning classification for 530/532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Residential (NR-6) to Neighborhood Commercial (NC).

_____
CITY CLERK

city plan

OFFICE USE ONLY
APPLICATION NO.:
RECEIPT NO.:
FILI
NG FEE: $150 .00
FILING FEE: $200.00 (Payable to City of Sheboygan)

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: Chong Kia Moua PHONE NO.: (920)254-4121
ADDRESS: 3942 S 18th St E-MAIL: chongkia53@gmail.com
OWNER OF SITE: Chong Kia Moua PHONE NO.: (920)254-4121

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: 530/532 S 14th St
LEGAL DESCRIPTION: THE S 39.7' OF LOT 12 AND THE S 39.7' OF THE E 37' OF LOT 11 BLOCK 169 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN

PARCEL NO. 59281502500 MAP NO.
EXISTING ZONING DISTRICT CLASSIFICATION: Neighborhood Residential (NR-6)
PROPOSED ZONING DISTRICT CLASSIFICATION: Neighborhood Commercial (NC)
BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE:

I purchased the building in 2005. I also purchased the business, a video rental and clothing store at that time with existing residential on the north side of the building. Went out of business in 2020 and have been unable to rent the space due to current zoning.

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE:

We want to leave residential rental on one side and be able to rent the south side for a business use. I am flexible as far as the tenant but have had interest from a Mary Kay agent, a tee shirt business and a fruit/smoothie vendor among others.

3. JUSTIFICATION OF THE PROPOSED ZONING MAP AMENDMENT

How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 15.005 and, for flood plains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources and the Federal Emergency Management Agency?

Not applicable.

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:

TYPE HERE

How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The rezoning brings consistency to the current use as it has always been a commercial building. Similar properties along 14th street are zoned neighborhood commercial.

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

The building has been used commercially since it was built. The original building owner had it built for conducting business. This rezoning would make it's usage align with its zoning designation and allow small businesses to continue here.

4. **CERTIFICATE**

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

APPLICANT'S SIGNATURE  **DATE** 6.24.21

PRINT ABOVE NAME ChongKia Moua

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.

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 211211
License No: 0000
Date: 07/13/2021
Received By: MMD
Received From: CHONG KIA MOUA
Memo: ZONING 530 S 14TH
Method of Payment: $200.00 Check No. 4541
Total Received: $200.00

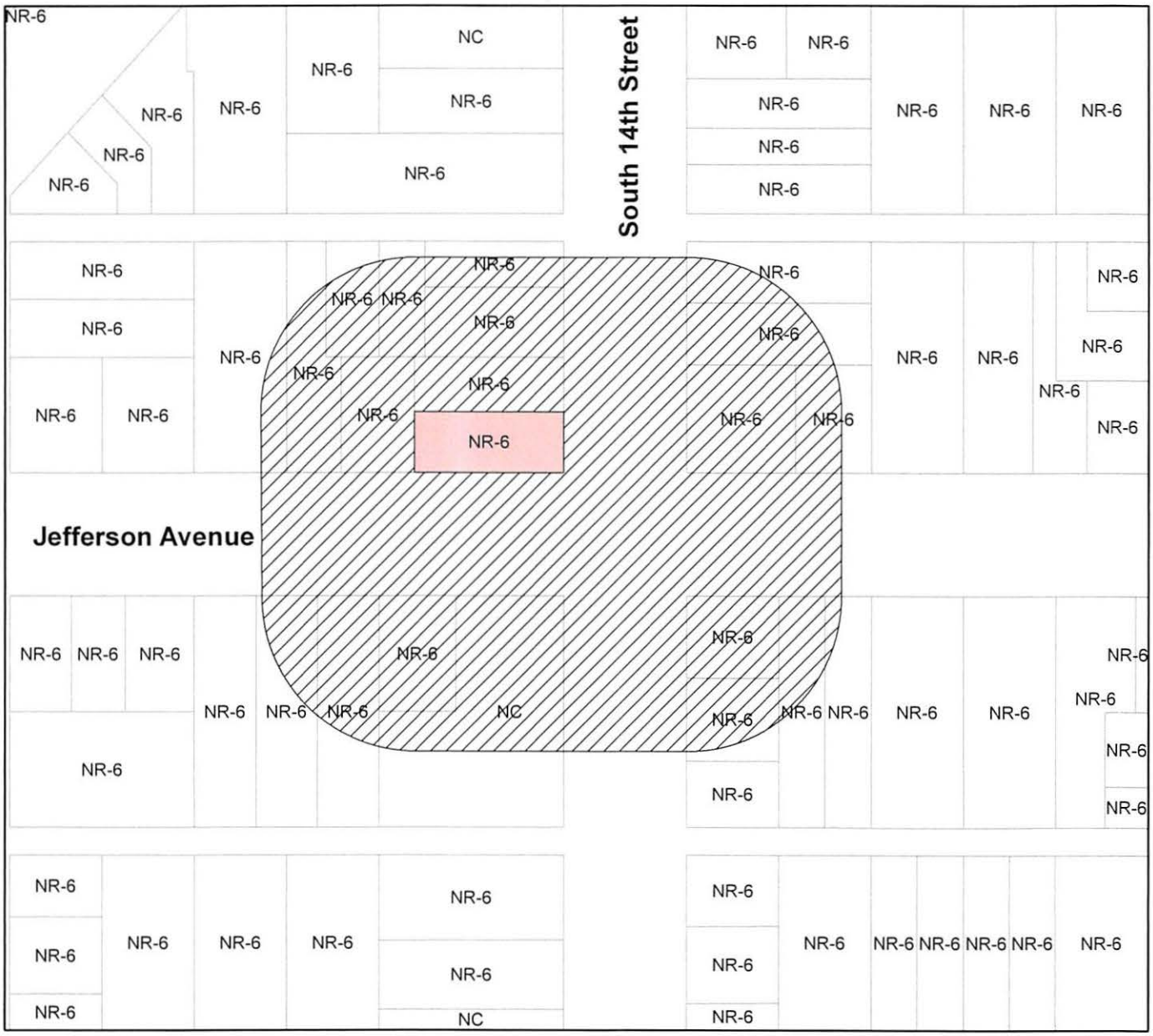
Fee Description	Fee
Zoning Change	200.00

This document signifies receipt of fees in the amount indicated above.

PROPOSED REZONE
FROM NEIGHBORHOOD RESIDENTIAL (NR-6)
TO NEIGHBORHOOD COMMERCIAL (NC)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE S 39.7' OF LOT 12 AND THE S 39.7' OF THE E 37' OF LOT 11 BLOCK 169



July 12, 2021

To the City of Sheboygan Plan Commission, members of the Common Council and Mayor Sorenson:
Re: 530/532 S 14th Street rezoning request

I am writing today about the property I own at 530/532 S 14th Street here in the City of Sheboygan. When I purchased the building more than 10 years ago, I also became the owner of the business that already existed there, a shop specializing in Asian-language movie rentals and clothing. The previous owner stated that the property had always been used commercially. He had run an Oriental food market there prior to transitioning to the rental and fashion shop I bought.

The other unit, to the north, was a residential space when I purchased the property. I would like it to remain a rental. I recently applied for and received funding through the City's Upper Floor Residential Rehabilitation and Façade and Landscaping programs. Together with my own investment, this totaled more than $30,000 in improvements to the property.

Streaming services and the internet severely limited movie rentals. When COVID entered the picture, I knew it was time to close. I am enjoying my retirement but would like to see the space used. I have had several people interested in renting the unit for their business including a smoothie shop, a nail salon, a Mary Kay beauty consultant, a shop offering sewing and alterations, and a carryout-only restaurant. But, because it is zoned Neighborhood Residential (NR-6), the status of non-conforming use has made renting the space almost impossible.

I am requesting a rezoning of the property to Neighborhood Commercial. It has long operated as a commercial space. There are currently seven properties zoned Neighborhood Commercial within a three- block radius of the property. I believe the continued use of the space for business is a good use of the space and good for the neighborhood and City.

I appreciate your consideration and am happy to answer any questions you may have.

Thank you,

Chong Kia Moua
3942 S 18th St.
920.254.4121
chongkia53@gmail.com

II

R. O. No. _____ - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a notice of claim from Acuity Insurance for alleged damages to their insured (Randy Roth) skid steer when it was parked in a parking lot at 1749 Broadway Avenue and hit with a rock from a City of Sheboygan lawn mower.

FTP

_____
CITY CLERK

JUN 28 2021
MKC
Claim #6-21

June 22, 2021

SHEBOYGAN CITY
CLERKS OFFICE
ATTN: CLAIMS
828 CENTER AVE.
SHEBOYGAN, WI 53081

Claim Number: RE6260
Date of Loss: 05/12/2021
Insured Name: RZR RENTALS LLC; Randy Roth

NOTICE OF PROPERTY DAMAGE & NOTICE OF CLAIM

Dear Clerks Office:

Pursuant to Section 893.80 Wisconsin State Statute, you are hereby notified that on May 12, 2021 at 1749 Broadway Ave. Sheboygan, Wisconsin 53081, Mr. Randy Roth's 2020 Case Skid Steer was damaged due to The City of Sheboygan's negligence in operating a lawn mower. The damage to Mr. Roth's skid steer was caused as a result of the negligence of the City of Sheboygan's employees and agents.

Mr. Roth's skid steer was parked in a parking lot at 1749 Broadway Ave. in Sheboygan, Wisconsin. The skid steer was unoccupied at the time. One of The City of Sheboygan's employees negligently operated his lawn mower over rocks and one of those rocks struck the front door window of the skid steer owned by Mr. Roth. Acuity has paid out $1,410.35 in damages thus far. We are pending the invoice for the final damages.

Pursuant to Section 893.80, Acuity, A Mutual Insurance Company, as subrogee of RZR Rentals LLC and whose address is 6626 Paradise Ln. Sheboygan Falls, WI 53085, hereby claims damages from the City of Sheboygan for damages sustained on May 12, 2021. The City of Sheboygan, it supervisors and officers are hereby notified that Acuity, as subrogee of RZR Rentals LLC, claims damages from the City of Sheboygan for the above described damages.

Sincerely,

Courtney Schneider

Courtney Schneider
Senior Inside Claims Representative
cschneider@acuity.com

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

Duty served this 6-25-21 day of 20__
at 841 AM PM on SHERRILL SMITH C/O CITY of SHEBOYGAN
as personal or substitute service
at 828 CENTER AVE (City, Town, Village) SHEBOYGAN
(Street address or location)
Sheboygan County, Wisconsin
by A WALTER 34
Sheboygan County Sheriff's Department

II

R. O. No. _____ - 21 - 22. By CITY ADMINISTRATOR. July 19, 2021.

Submitting for your information the 2022 Budget Schedule and 2022 preliminary budget fiscal factors for guidance prior to departmental budget preparation.

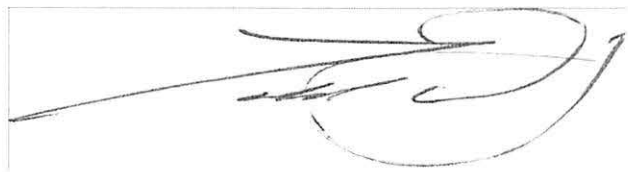
2022 City of Sheboygan Budget Schedule

July 19, 2021	City Administrator submits 2022 Budget Schedule to Common Council.
July 26, 2021	City Administrator communicates to Management Team the parameters for 2022 Budget submittals. Staff begins Salary and Benefit Projections
July 26, 2021	City Administrator discusses budget parameters with Finance and Personnel Committee.
August 20, 2021	Staff completes Salary and Benefit Projections, merges data into the 2022 Budget Projection.
August 30, 2021	Staff completes preliminary departmental budget submittals.
August - September, 2021	City Administrator review of preliminary department budgets.
October 4, 2021	City Administrator submits Budget Resolution to Common Council.
October 5 - 15, 2021	Standing Committee review 2022 Proposed Budget and submit recommendations to Common Council on October 18.
October 8, 2021	Staff publishes Notice of Public Hearing on 2022 Proposed Budget.
October 18, 2021	Committee of the Whole review.
October 25, 2021	Public Hearing on 2022 Proposed Budget.
October 25, 2021	Committee of the Whole refers final 2022 Proposed Budget to Common Council.
November 1, 2021	Common Council to adopt the Budget Resolution.

FHP

Submitting the 2022 preliminary budget fiscal factors for guidance prior to departmental budget submittals as follows:

1. General Fund Budget - retains eligibility for Wisconsin's Expenditure Restraint Program.
2. Equalized tax rate to increase no more than inflationary levels.
3. Maintain city services with no decrease in service level.
4. Leverage city resources through partnerships and shared services/facilities with other entities.
5. Leverage intergovernmental funding to help offset city cost for projects or programs that promote the City of Sheboygan Strategic Plan Focus Areas.
6. Funding for estimated $774,973 increase in wages/benefits for the city workforce.
7. Review user fees including utility rates.
8. Identify planned borrowed funds to assist in maintenance of the City's current Aa2 bond rating and remain consistent with Debt Management plant.
9. Balance all Fund budgets, if necessary utilize applied fund balance or planned borrowed funds proceeds.
10. Incorporate 2022 projects, equipment, police vehicles and large vehicles identified in the 2022 - 2026 Capital Improvement Program.
11. Continue use of donations between Tax Incremental Districts.
12. Continue Garbage, Recycling and Vehicle Registrations at their current amounts.
13. Maintain a minimum of 25% unassigned Fund Balance in the General Fund budget.



Todd Wolf, City Administrator

II

R. O. No. _____ - 21 - 22. By FINANCE DIRECTOR. July 19, 2021.

Reporting that, pursuant to Res. No. 66-20-21 authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan, City Invoice No. 6143 in the amount of $16,433.71 billed to Nathaniel J. Helmle regarding damage to a traffic control signal located at the west median of 14th Street and Erie Avenue on July 4, 2017, has been settled with a payment to the City of Sheboygan in the amount of $15,028.71.

FAP

_____

Finance Director

City of Sheboygan
828 Center Ave, Suite 205
Sheboygan, WI 53081
Telephone No. 920-459-3371

INVOICE

Invoice Date	Invoice No.
08/11/2017	6143
Customer Number	
35758	
Invoice Total Due	
$16,433.71	
Payment Terms	
NET 30 DAYS	

HELMLE, NATHANIEL J.
4945 ROSEWOOD CT
LITTLE SUAMICO, WI 54141

Description	Original Bill	Adjustment	Paid	Amount Due
WORK ORDER 95750 SALARIES	$3,175.00	$0.00	$0.00	$3,175.00
EQUIPMENT RENTAL	$3,655.00	$0.00	$0.00	$3,655.00
STREET LIGHTING MATERIALS	$9,371.74	$0.00	$0.00	$9,371.74
SIGNS MATERIALS	$231.97	$0.00	$0.00	$231.97
TRAFFIC SIGNAL DAMAGED W MEDIAN 14TH & ERIE 7/4/17				

Please put Invoice Number on your check.
Make Checks Payable to: City of Sheboygan

Invoice Total: **$16,433.71**

WEST BEND™

THE SILVER LINING™

Claim No.: AH24040

PROPERTY DAMAGE ONLY RELEASE

CITY OF SHEBOYGAN against S N E RENTALS, LLC & NATHANIEL HELMLE and West Bend Mutual Insurance Company KNOW ALL MEN BY THESE PRESENTS; that the undersigned for sole consideration of FIFTEEN THOUSAND TWENTY EIGHT AND 71/100 Dollars ($15,028.71) paid to the undersigned, do hereby fully and forever release and discharge S N E RENTALS, LLC & NATHANIEL HELMLE and West Bend Mutual Insurance Co and all others directly or indirectly liable, from any and all claims and demands, actions and causes of action, damages, both known and unknown, including future developments thereof, costs, loss of service and compensation on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from the accident on or about 07/04/2017, at or near W Median 14th & Erie, Sheboygan, WI..

It is understood and agreed that this settlement is in full compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission of liability on the part of the party or parties hereby released.

It is understood that this is a complete release of property damage only and it is understood and agreed that it does not constitute a release for any bodily injury which may have resulted from this accident.

I/We further agree that this release and payment pursuant thereto is not to be construed as a waiver by or an estoppel of any party released to prosecute a claim or action against the undersigned for any damages sustained.

CAUTION! READ BEFORE SIGNING

_____(SEAL) STATE OF Wisconsin

TODD WOLF ON BEHALF OF CITY OF SHEBOYGAN

_____(SEAL) COUNTY OF Sheboygan

On this 7th day of July, 2021, before me appeared Todd Wolf to me personally known, and who acknowledged the execution of the foregoing instrument as free act and deed, for the consideration set forth therein.

NOTARY PUBLIC _____ My Commission Expires 6-18 2023.

WB-353 (12-11)



II

R. O. No. _____ - 21 - 22. By FIRE CHIEF. July 19, 2021.

Pursuant to section 50-564 of the Municipal Code, I herewith submit my quarterly report of Benchmark Measurements for the Fire Department, for the period commencing April 1, 2021 and ending June 30, 2021.

	2020 Second Quarter	2020 YTD	2021 Second Quarter	2021 YTD	2021 Goals
Incident Types					
Fires	21	40	34	48	< 90
Rescue & Emergency Medical Service	894	1,978	1,137	2,217	4,300
Non Fires	352	597	285	582	1,000
TOTAL	1,267	2,615	1,456	2,847	5,300
Station Incident Count Per Station					
Station 1	377	739	405	768	1,550
Station 2	230	490	295	595	1,100
Station 3	296	652	377	706	1,400
Station 4	230	453	253	505	1,000
Station 5	120	254	121	262	500
Out of City	14	27	5	11	
Fire Loss					
Number of Incidents	$ 16	31	21	32	
Total Pre Incident Value	$ 3,565,220	$ 6,064,420	$ 79,134,800	$91,730,790	
Total Property Loss	$ 75,160	$ 250,160	$ 226,800	$ 290,350	
Total Content Loss	$ 32,425	$ 94,475	$ 387,817	$ 426,467	
Total Loss	$ 107,585	$ 344,635	$ 614,617	$ 716,817	
Average Loss	$ 6,724	$ 11,117	$ 29,267	$ 22,399.66	
Workload					
Inspections	752	767	522	617	1,926
School Safety Programs/Students	0/0	0/0	0/0	0/0	150/3,000
Public Events	38	47	13	24	45
Station Tours	0	5	3	4	25
Non-Compliance/ Installed Smoke Alarms	23/18	45/38	9/16	19/29	
Fire Training Hours	1,738	3,268	1,408.50	2,928.50	8,000
EMS Training Hours	1,190	1,774	502.50	1,205.50	2,100
Investigations	24	44	34	48	
Efficiency					
EMS Average Response Time (360 Seconds)	89%	95%	76%	77%	90%
Fire Average Response Time (380 Seconds)*	89%	95%	76%	77%	90%
Effectiveness					
Resident Satisfaction Rating	99%	99%	97%	97%	80%
ISO Rating	2	2	2	2	1

* Fire response 380 seconds or less per NFPA standards

AHPS

FIRE CHIEF

II

R. O. No. _____ - 21 - 22. By CHIEF OF POLICE CHRISTOPHER DOMAGALSKI.
July 19, 2021.

Pursuant to section 54-65 of the Municipal Code, I herewith submit my quarterly report showing the Benchmark Measurements for my department for the period commencing April 1, 2021 and ending June 30, 2021.

Patrol and Investgations	2019 Actual	Y-T-D 6/30/20	2020 Actual	Y-T-D 6/30/21	2021 Goals
Homicide	1	1	2	0	0
Rape	31	10	20	23	20
Robbery	10	6	14	2	15
Aggravated Assualt	114	48	107	47	100
Violent Crime Total	156	65	143	72	135
Burglary	89	44	96	32	100
Theft	678	323	689	236	840
Motor Vehicle Theft	19	17	35	14	30
Arson	3	1	10	2	10
Property Crime Total	789	385	830	284	980
Percent of Offenses Cleared	64%	62%	56%	47%	70%
Value of Property Stolen	$1,170,450	$211,862	$475,001	$360,556	$500,000
Value of Property Recovered	$678,222	$157,292	$389,071	$220,213	$200,000
Percent of Stolen Recovered	57%	74%	82%	61%	40%
Accident Investigations	1,592	611	1,340	663	1,500
Traffic Stops	4,937	1,828	3,455	2,414	No Goal
Traffic Arrests	3,924	1,291	2,611	1,577	No Goal
Other Arrests	3,204	1,462	2,646	1,256	No Goal
Speed Trailer Deployments	17	3	8	10	20
HVEE Deployments	31	0	1	39	12
Parking Tickets Issued	7,840	3,773	6,098	3,819	10,000
Bicycles Recovered	168	27	118	60	150
Involuntary Commitments	110	51	101	66	No Goal
Administration					
District Attorney Request for Digital Evidence	1,326	625	1,216	589	2,750
Open Records Requests	6,546	3,871	7,318	3,530	4,000
Nixle Messages Sent	239	59	97	34	250
Press Releases	28	11	20	11	50
Tweets	224	53	92	48	350
Facebook likes	12,164	13,810	14,618	15,261	16,500
Reported Crime Maps	85	51	100	52	104
Crime Comparison Reports	25	12	24	13	26

LHPS

_____
CHIEF OF POLICE

II

R. O. No. _____ - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting various license applications.

City Clerk

CHANGE OF PREMISE

No.	Name	Address
1040	Brennan's On Michigan	1101 Michigan Avenue - for two day event August 7-8, 2021 to include current premise plus west and south parking lot.
1040	Brennan's On Michigan	1101 Michigan Avenue - for two day event August 14-15, 2021 to include current premise plus west and south parking lot.

RLPB

III

Res. No. _____ - 21 - 22. By Alderpersons Felde, Filicky-Peneski and Salazar. July 19, 2021.

A RESOLUTION designating a temporary public gathering space as described in section 110-604(i), Sheboygan Municipal Code.

WHEREAS, section 10-2(e), Sheboygan Municipal Code, provides that the proscription against drinking or carrying for immediate consumption of intoxicating liquor or fermented malt beverage upon public ways of the city is not applicable in city-designated temporary public gathering spaces as described in section 110-604(i); and

WHEREAS, such temporary public gathering spaces must be designated by the council via resolution; and

WHEREAS, the Common Council wishes to designate such a space within a portion of the 800 block of St. Clair Avenue.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council designates that portion of the 800 block of St. Clair Avenue between the curbs from the west edge of the marked crosswalk on the west side of N. 8th Street to a point 125.6 feet west of said crosswalk as a city-designated temporary public gathering space.

BE IT FURTHER RESOLVED: That said designation shall be effective only between the dates of May 15 and November 15 of each year, and only at such time that the roadway is physically closed to vehicular traffic.

_____ _____

_____ _____

Suspend Adopt.

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 Felde and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing the City Administrator to make a lump sum payment to the former Municipal Court Clerk and sign any necessary documents in settlement of any and all claims and obligations that may exist between the City and the former employee.

WHEREAS, the rules are being suspended as settlement of this matter was discussed in closed session at the Common Council meeting held on June 7, 2020; and

WHEREAS, the settlement provides that the City shall pay the sum of $75,000 to the former employee in exchange for the release of any claims, demands, liabilities, grievances, rights of action, and damages whatsoever in law or equity, whether known or unknown, anticipated or unanticipated, arising out of, based upon, or in any way connected with her employment or separation from employment with City; and

WHEREAS, the release is intended to be construed broadly and includes, but is not limited to, any rights or claims that Employee may have under federal, state, or local laws or regulations prohibiting employment discrimination or age discrimination, as well as any claims for wrongful discharge; and

WHEREAS, the release will not in any way be regarded as an admission by the City or the former employee that it has acted wrongfully toward the other party in any respect, or that either party has any legitimate or justifiable claim against the other party, noting that both Parties specifically deny any wrongful act or liability against the other Party; and

WHEREAS, the City and former employee understand and agree that any agreement in this matter shall not be considered, utilized, or cited as precedent with respect to any other related matter.

Suspend
Adopt

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator is hereby authorized to make a lump sum payment to the former Municipal Court Clerk and sign any necessary documents in settlement of any and all claims and obligations that may exist between the City and the former employee, with a payment not to exceed $75,000.00.

_____

_____

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 Felde and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing execution of a quit claim deed on .49 acres of land located between South 9th Street and South 10th Street (former railroad property adjacent to former Koepsell property) from the City of Sheboygan to the Redevelopment Authority.

RESOLVED: That the appropriate City officials are hereby authorized and directed to execute and deliver a quit claim deed for .49 acres of land located between South 9th Street and South 10th Street (former railroad property adjacent to former Koepsell property), to the Redevelopment Authority of the City of Sheboygan, Wisconsin, for $1.00 and other valuable consideration, so as to facilitate the process of redevelopment of the entire parcel in a manner beneficial to the City.

Suspend
Adopt

_____

_____

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

QUIT CLAIM DEED

THIS DEED, made between the City of Sheboygan, Wisconsin, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, located at Sheboygan, Wisconsin (''Grantor''), and the Redevelopment Authority of the City of Sheboygan, Wisconsin, a public body corporate duly organized and existing under and by virtue of the laws of the State of Wisconsin (''Grantee'').

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Sheboygan County, State of Wisconsin (''Property'')(if more space is needed, please attach addendum):

A tract of land in the City of Sheboygan, Sheboygan County, Wisconsin, more particularly described as comprising the North Half of Lots 7 through 12, inclusive, in Block 243 of the said City of Sheboygan, as per the plat thereof on file in the official public records of said Sheboygan County, Wisconsin.

The said tract containing an area of 21,378 square feet (0.49 acres), more or less, in the City of Sheboygan, Sheboygan County, Wisconsin.

RETURN TO:

City Attorney Charles C. Adams
828 Center Ave., Suite 210
Sheboygan, WI 53081

59281505930
Parcel Ident. No.

This is not homestead property.

Dated this _____ day of July, 2021.

CITY OF SHEBOYGAN
Corporate Name

* Ryan Sorenson
Mayor

COUNTERSIGNED:

* Meredith DeBruin
City Clerk

AUTHENTICATION

Signatures of Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, authenticated this _____ day of July, 2021.

*
Title: Member State Bar of Wisconsin
or _____
authorized under § 706.06, Wis. Stats.

This instrument drafted by:
Charles C. Adams
WI State Bar No. 1021454

ACKNOWLEDGEMEMT

STATE OF WISCONSIN)
) SS.
COUNTY OF SHEBOYGAN)

Personally came before me this _____ day of July, 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, Sheboygan County, WI,
My Commission (Expires) (Is)_____

*Type name below signatures.
(Signatures may be authenticated or acknowledged. Both are not necessary.)

III

Res. No. _____ - 21 - 22. By Alderpersons Felde and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing the purchase of 5528 S. Business Drive for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Residential Offer to Purchase between the City of Sheboygan and Katherine M. Anderson, thereby authorizing the purchase of the property using funds from Account No. 42861100-611100 (TID 18 Capital - Land) and removing the contingencies for Common Council approval found at lines 302 and 537-538 of the Residential Offer to Purchase.

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

Suspend adopt

_____

_____

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

Approved by the Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

Century 21 Moves
WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-40 AMENDMENT TO OFFER TO PURCHASE

CAUTION: Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer. Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement.

Buyer and Seller agree to amend the Offer dated June 15, 2021, and accepted _____, for the purchase and sale of real estate at 5528 South Business Drive, Sheboygan 53081 _____, Wisconsin as follows:

Closing date is changed from _____, _____, to _____, _____.

Purchase price is changed from $ _____ to $ _____.

Other:

1. Closing Date to be on or before 7/29/2021.

2. Per Counter Offer by Seller on 7/1/21, Delete items 1, 2 and 3. Item 4 still applies.

The attached Counter Offer by Seller dated 7-1-21 is/are made part of this Amendment.

ALL OTHER TERMS OF THE OFFER TO PURCHASE AND ANY PRIOR AMENDMENTS REMAIN THE SAME.

This Amendment is binding upon Seller and Buyer only if a copy of the accepted Amendment is delivered to the Party offering the Amendment on or before July 16, 2021 (Time is of the Essence). Delivery of the accepted Amendment may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Amendment.

NOTE: The Party offering this Amendment may withdraw the offered Amendment prior to acceptance and delivery as provided at lines 30-33.

This Amendment was drafted by LYNN SCHWENSOW CENTURY 21 MOVES on 07/14/2021
Licensee and Firm ▲ Date ▲

This Amendment was presented by LYNN SCHWENSOW CENTURY 21 MOVES on 07/14/2021
Licensee and Firm ▲ Date ▲

(x) _____ 7/15/21	(x) Katherine M. Anderson 7/14/2021
Buyer's Signature ▲ Date ▲	Seller's Signature ▲ Date ▲
Print name ▶	Print name ▶ Katherine M. Anderson
(x) _____ 7-15-21	(x) _____
Buyer's Signature ▲ Date ▲	Seller's Signature ▲ Date ▲
Print name ▶	Print name ▶

This Amendment was rejected _____ _____ _____ _____
Party Initials ▲ Date ▲ Party Initials ▲ Date ▲

Approved by Wisconsin Real Estate Examining Board
10-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-41 NOTICE RELATING TO OFFER TO PURCHASE

CAUTION: Use a WB-41 Notice if a Party is giving a Notice which does not require the other Party's agreement. Use a WB-40 Amendment if both Parties will be agreeing to modify the terms of the Offer.

This Notice by (Seller)(Buyer) [STRIKE ONE] relates to the Offer to Purchase dated June 15, 2021 and accepted _____, _____, for the purchase and sale of real estate at 5528 S Business DR, Sheboygan, WI 53081, Wisconsin.

Notice is given that (Attach supporting documents, if required):

Regarding the Offer to Purchase Received by The City Of Sheboygan And Counter offer placing the Buyers in Secondary Position, Notice is hereby given that they are now in Primary Position. (See attached Offer to Purchase and Counter accepted 7-1-21-021).

The attached Offer to Purchase, Counter and Amendment is/are made part of this Notice.

This Notice was drafted by LYNN SCHWENSOW CENTURY 21 MOVES on 07/14/2021
Licensee and Firm for Initiating Party ▲ Date ▲

CAUTION: Once delivered, a Notice cannot be withdrawn by the Initiating Party without the written consent of the Receiving Party.

(x) Katherine M. Anderson 7/14/2021
Signature of Party Initiating Notice ▲ Date ▲
Print name ▶ Katherine M. Anderson

(x) _____
Signature of Party Initiating Notice ▲ Date ▲
Print name ▶

This Notice was delivered by LYNN SCHWENSOW CENTURY 21 MOVES on 07/14/2021
Licensee and Firm for Initiating Party ▲ Date ▲
at _____ a.m./p.m. [STRIKE ONE] using an authorized method of delivery.

[ACTUAL RECEIPT] **If the Offer requires Actual Receipt the following may be completed**

This Notice was sent to the Receiving Party by LYNN SCHWENSOW CENTURY 21 MOVES on 07/14/2021
Licensee and Firm for Receiving Party ▲ Date ▲
at _____ a.m./p.m. [STRIKE ONE]

Receiving Party acknowledges Actual Receipt of this Notice occurred on 7-15-2021 at 2:25PM
a.m./p.m. [STRIKE ONE] (x) MD
Initials of Receiving Party ▲

Century 21 Moves, 3100 Wilgus Avenue Sheboygan WI 53081
Phone: 9209464054 Fax: 9204512355 Lynn Schwensow Katherine M.

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

ntisign ID: BBF50071-C611-4C18-81A6-533D951BC70A

Approved by Wisconsin Real Estate Examining Board
0-1-15 (Optional Use Date) 1-1-16 (Mandatory Use Date)

WISCONSIN REALTORS® ASSOCIATION
4801 Forest Run Road
Madison, Wisconsin 53704

WB-44 COUNTER-OFFER

Counter-Offer No. 1 by (~~Buyer~~/Seller) STRIKE ONE

NOTE: Number this Counter-Offer sequentially, e.g. Counter-Offer No. 1 by Seller, Counter-Offer No. 2 by Buyer, etc.

The Offer to Purchase dated 06/15/2021 and signed by Buyer City of Sheboygan for purchase of real estate at 5528 South Business Drive, Town of Wilson, Sheb. County is rejected and the following Counter-Offer is hereby made.

CAUTION: This Counter-Offer does not include the terms or conditions in any other counter-offer or multiple counter-proposal unless incorporated by reference.

All terms and conditions remain the same as stated in the Offer to Purchase except the following:

1. Binding acceptance, Line 41 of Offer to Purchase to be extended to 6/29/2021.

2. Closing date to be extended to on or before 7/30/2021.

3. Lines 350-356 are incorporated to this counter placing Buyer in Secondary Position as stated on those lines.

4. Earnest money of $15,250 per lines 59-62 of the Offer to be delivered within 5 days of Buyers becoming primary. Earnest money to be payable to Knight Barry Title, and Classic Title will complete the Title work.

The attached Offer to Purchase by Buyer dated 6/15/2021 is/are made part of this Counter-Offer.

Any warranties, covenants and representations made in this Counter-Offer survive the closing of this transaction.

This Counter-Offer is binding upon Seller and Buyer only if a copy of the accepted Counter-Offer is delivered to the Party making the Counter-Offer on or before June 30, 2021 (Time is of the Essence). Delivery of the accepted Counter-Offer may be made in any manner specified in the Offer to Purchase, unless otherwise provided in this Counter-Offer.

NOTE: The Party making this Counter-Offer may withdraw the Counter-Offer prior to acceptance and delivery as provided at lines 30-33.

This Counter-Offer was drafted by LYNN SCHWENSOW CENTURY 21 MOVES on 06/27/2021.
Licensee and Firm ▲ Date ▲

Authenti...

(x) Katharine M. Anderson 06/28/2021
Signature of Party Making Counter-Offer ▲ Date ▲
6/28/2021 9:07:10 PM GMT
Print name ▶

(x) [signature] 7/1/2021
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Ryan Sorenson

(x) _____
Signature of Party Making Counter-Offer ▲ Date ▲
Print name ▶

(x) [signature] 7-1-2021
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Meredith DeBruin

This Counter-Offer was presented by _____ on _____.
Licensee and Firm ▲ Date ▲

This Counter-Offer is (rejected) (countered) STRIKE ONE (Party's Initials) _____ (Party's Initials) _____

NOTE: Provisions from a previous Counter-Offer may be included by reproduction of the entire provision or incorporation by reference. Provisions incorporated by reference may be indicated in the subsequent Counter-Offer by specifying the number of the provision or the lines containing the provision. In transactions involving more than one Counter-Offer, the Counter-Offer referred to should be clearly specified.

WB-11 RESIDENTIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON June 15, 2021 [DATE] IS (AGENT OF BUYER) ~~(AGENT OF SELLER/LISTING FIRM) (AGENT OF BUYER AND SELLER)~~ STRIKE THOSE NOT APPLICABLE

The Buyer, City of Sheboygan, offers to purchase the Property known as [Street Address] 5528 South Business Drive in the Town of Wilson, County of Sheboygan Wisconsin (insert additional description, if any, at lines 537-542 or in an addendum per line 563), on the following terms:

PURCHASE PRICE The purchase price is Three Hundred Five Thousand and 00/100 Dollars ($ 305,000).

INCLUDED IN PURCHASE PRICE Included in purchase price is the Property, all Fixtures on the Property as of the date stated on line 1 of this Offer (unless excluded at lines 20-23), and the following additional items: None

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

NOT INCLUDED IN PURCHASE PRICE Not included in purchase price is Seller's personal property (unless included at lines 12 16) and the following: N/A

CAUTION: Identify Fixtures that are on the Property (see lines 27-37) to be excluded by Seller or which are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) and will continue to be owned by the lessor.

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

CAUTION: Exclude any Fixtures to be retained by Seller or which are rented (e.g., water softeners or other water treatment systems, LP tanks, etc.) on lines 20-23 or at lines 537-542 or in an addendum per line 563).

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before June 23, 2021. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

CLOSING This transaction is to be closed on or before July 9, 2021 at the place selected by Seller, unless otherwise agreed by the Parties in writing. If the date for closing falls on a weekend, or a federal or a state holiday, the closing date shall be the next Business Day.

CAUTION: To reduce the risk of wire transfer fraud, any wiring instructions received should be independently verified by phone or in person with the title company, financial institution, or entity directing the transfer. The real estate licensees in this transaction are not responsible for the transmission or forwarding of any wiring or money transfer instructions.

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EARNEST MONEY

☐ EARNEST MONEY of $ _____ accompanies this Offer.
If Offer was drafted by a licensee, receipt of the earnest money accompanying this Offer is acknowledged.
☒ EARNEST MONEY of $ 15,250 will be mailed, or commercially, electronically or personally delivered within 5 days ("5" if left blank) after acceptance.
All earnest money shall be delivered to and held by (listing Firm) ~~(Buyer's agent's Firm) (third party identified as~~ _____ ~~)~~ **STRIKE THOSE NOT APPLICABLE** (listing Firm if none chosen; if no listing Firm, then Buyer's agent's Firm; if no Firm then Seller).
☒ THE BALANCE OF PURCHASE PRICE will be paid in cash or equivalent at closing unless otherwise agreed in writing.
☒ HELD BY: Earnest money shall be delivered in accordance with lines 59-60 and held in the account of the party identified on lines 61-63. If earnest money is held by a Firm, the Firm will hold the earnest money until applied to the purchase price or disbursed as provided at lines 71-91.
CAUTION: Should persons other than a Firm hold earnest money, an escrow agreement should be drafted by the Parties or an attorney as lines 71-91 do not apply. If someone other than Buyer pays earnest money, consider a special disbursement agreement.
☒ DISBURSEMENT IF EARNEST MONEY HELD BY A FIRM: If negotiations do not result in an accepted offer and the earnest money is held by a Firm, the earnest money shall be promptly disbursed (after clearance from payer's depository institution if earnest money is paid by check) to the person(s) who paid the earnest money. At closing, earnest money shall be disbursed according to the closing statement. If this Offer does not close, the earnest money shall be disbursed according to a written disbursement agreement signed by all Parties to this Offer. If said disbursement agreement has not been delivered to the Firm holding the earnest money within 60 days after the date set for closing, that Firm may disburse the earnest money: (1) as directed by an attorney who has reviewed the transaction and does not represent Buyer or Seller, (2) into a court hearing a lawsuit involving the earnest money and all Parties to this Offer; (3) as directed by court order; (4) upon authorization granted within this Offer; or (5) any other disbursement required or allowed by law. The Firm may retain legal services to direct disbursement per (1) or to file an interpleader action per (2) and the Firm may deduct from the earnest money any costs and reasonable attorneys' fees, not to exceed $250, prior to disbursement.
☒ LEGAL RIGHTS/ACTION: The Firm's disbursement of earnest money does not determine the legal rights of the Parties in relation to this Offer. Buyer's or Seller's legal right to earnest money cannot be determined by the Firm holding the earnest money. At least 30 days prior to disbursement per (1), (4) or (5) above, where the Firm has knowledge that either Party disagrees with the disbursement, the Firm shall send Buyer and Seller written notice of the intent to disburse by certified mail. If Buyer or Seller disagree with the Firm's proposed disbursement, a lawsuit may be filed to obtain a court order regarding disbursement. Small Claims Court has jurisdiction over all earnest money disputes arising out of the sale of residential property with one-to-four dwelling units. Buyer and Seller should consider consulting attorneys regarding their legal rights under this Offer in case of a dispute. Both Parties agree to hold the Firm harmless from any liability for good faith disbursement of earnest money in accordance with this Offer or applicable Department of Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.
TIME IS OF THE ESSENCE "Time is of the Essence" as to: (1) earnest money payment(s); (2) binding acceptance; (3) occupancy; (4) date of closing; (5) contingency Deadlines STRIKE AS APPLICABLE and all other dates and Deadlines in this Offer ~~except:~~ _____ . If "Time is of the Essence" applies to a date or Deadline, failure to perform by the exact date or Deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or Deadline, then performance within a reasonable time of the date or Deadline is allowed before a breach occurs.
REAL ESTATE CONDITION REPORT Wisconsin law requires owners of property which includes one-to-four dwelling units to provide Buyers with a Real Estate Condition Report. Excluded from this requirement are sales of property that has never been inhabited, sales exempt from the real estate transfer fee, and sales by certain court-appointed fiduciaries, (for example, personal representatives who have never occupied the Property). The form of the Report is found in Wis. Stat. § 709.03. The law provides: "§ 709.02 Disclosure . . . the owner of the property shall furnish, not later than 10 days after acceptance of the contract of sale . . ., to the prospective Buyer of the property a completed copy of the report . . . A prospective Buyer who does not receive a report within the 10 days may, within two business days after the end of that 10-day period, rescind the contract of sale . . . by delivering a written notice of rescission to the owner or the owner's agent." Buyer may also have certain rescission rights if a Real Estate Condition Report disclosing defects is furnished before expiration of the 10 days, but after the Offer is submitted to Seller. Buyer should review the report form or consult with an attorney for additional information regarding rescission rights.
PROPERTY CONDITION REPRESENTATIONS Seller represents to Buyer that as of the date of acceptance Seller has no notice or knowledge of Conditions Affecting the Property or Transaction ~~(lines 116-178) other than these identified in Seller's Real Estate Condition Report dated _____, which was received by Buyer prior to Buyer signing this Offer and which is made a part of this Offer by reference COMPLETE DATE OR STRIKE AS APPLICABLE and~~ Buyer has not yet received a Seller's Real Estate Condition Report but is purchasing the property as is.
_____
_____ INSERT CONDITIONS NOT ALREADY INCLUDED IN THE CONDITION REPORT

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"Conditions Affecting the Property or Transaction" are defined to include:

a. Defects in the roof, basement or foundation (including cracks, seepage and bulges), electrical system, or part of the plumbing system (including the water heater, water softener and swimming pool); or basement, window, or plumbing leaks; overflow from sinks, bathtubs, or sewers; or other water or moisture intrusions or conditions.

b. Defects in heating and air conditioning system (including the air filters and humidifiers); in a wood burning stove or fireplace; or caused by a fire in a stove or fireplace or elsewhere on the Property.

c. Defects related to smoke detectors or carbon monoxide detectors, or a violation of applicable state or local smoke detector or carbon monoxide detector laws.

d. Defects in any structure, or mechanical equipment included as Fixtures or personal property.

e. Rented items located on the Property such as a water softener or other water conditioner system.

f. Defects caused by unsafe concentrations of, or unsafe conditions on the Property relating to radon, radium in water supplies, lead in paint, soil or water supplies, unsafe levels of mold, asbestos or asbestos-containing materials or other potentially hazardous or toxic substances on the Property; manufacture of methamphetamine or other hazardous or toxic substances on the Property; or high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property.

NOTE: Specific federal lead paint disclosure requirements must be complied with in the sale of most residential properties built before 1978.

g. Defects caused by unsafe concentrations of, unsafe conditions relating to, or the storage of, hazardous or toxic substances on neighboring properties.

f. Property is served by a joint well; Defects related to a joint well serving the Property; or Defects in a well on the Property or in a well that serves the Property, including unsafe well water.

g. A septic system or other private sanitary disposal system serves the Property; Defects in the septic system or other sanitary disposal system on the Property; or any out-of-service septic system serving the Property not closed or abandoned according to applicable regulations.

h. Underground or aboveground fuel storage tanks on or previously located on the Property; or Defects in the underground or aboveground fuel storage tanks on or previously located on the Property. (The owner, by law, may have to register the tanks with the Department of Agriculture, Trade and Consumer Protection at P.O. Box 8911, Madison, Wisconsin, 53708, whether the tanks are in use or not. Department regulations may require closure or removal of unused tanks.)

i. "LP" tank on the Property (specify in the additional information whether the tank is owned or leased); or Defects in an "LP" tank on the Property.

j. Notice of property tax increases, other than normal annual increases, or pending Property reassessment; remodeling that may increase the Property's assessed value; pending special assessments; or Property is within a special purpose district, such as a drainage district, that has authority to impose assessments.

k. Proposed construction of a public project that may affect use of the Property; Property additions or remodeling affecting Property structure or mechanical systems during Seller's ownership without required permits; or any land division involving the Property without required state or local permits.

l. The Property is part of or subject to a subdivision homeowners' association; or the Property is not a condominium unit and there are common areas associated with the Property that are co-owned with others.

m. Any zoning code violations with respect to the Property; the Property or any portion thereof is located in a floodplain, wetland or shoreland zoning area; or the Property is subject to a shoreland mitigation plan required by Wisconsin Department of Natural Resources (DNR) rules that obligates the Property owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county.

n. Nonconforming uses of the Property; conservation easements, restrictive covenants or deed restrictions on the Property; or nonowners having rights to use part of the Property, including, but not limited to, rights-of-way and easements other than recorded utility easements.

o. All or part of the Property has been assessed as agricultural land; has been assessed a use-value assessment conversion charge; or payment of a use-value assessment conversion charge has been deferred.

p. All or part of the Property is subject to, enrolled in, or in violation of a farmland preservation agreement, Forest Crop Law, Managed Forest Law, the Conservation Reserve Program, or a comparable program.

q. A dam is totally or partially located on the Property; or an ownership interest in a dam not located on the Property will be transferred with the Property because the dam is owned by a homeowners' association, lake district, or similar group of which the Property owner is a member.

r. No legal access to the Property; or boundary or lot line disputes, encroachments or encumbrances (including a joint driveway) affecting the Property.

s. Federal, state, or local regulations requiring repairs, alterations or corrections of an existing condition; or any insurance claims relating to damage to the Property within the last five years.

t. A pier attached to the Property not in compliance with state or local pier regulations.

u. Current or previous termite, powder-post beetle or carpenter ant infestations or Defects caused by animal, reptile, or other insect infestations.

v. Structure on the Property designated as an historic building; all or any part of the Property in an historic district; or one or more burial sites on the Property.

w. Other Defects affecting the Property.

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

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

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

N/A ~~**INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 179-193).~~

(1) This Offer is contingent upon a Wisconsin registered or Wisconsin licensed home inspector performing a home inspection of the Property after the date on line 1 of this Offer which discloses no Defects.

(2) This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing an inspection of None _____ (list any Property component(s) to be separately inspected, e.g., swimming pool, roof, foundation, chimney, etc.) which discloses no Defects.

(3) Buyer may have follow-up inspections recommended in a written report resulting from an authorized inspection, provided they occur prior to the Deadline specified at line 207. Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

Buyer shall order the inspection(s) and be responsible for all costs of inspection(s).

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

This contingency shall be deemed satisfied unless Buyer, within _____ days ("15" if left blank) after acceptance, delivers to Seller a copy of the written inspection report(s) dated after the date on line 1 of this Offer and a written notice listing the Defect(s) identified in those report(s) to which Buyer objects (Notice of Defects).

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

For the purposes of this contingency, Defects do not include structural, mechanical or other conditions the nature and extent of which Buyer had actual knowledge or written notice before signing this Offer.

NOTE: "Defect" as defined on lines 449-451 means a condition that would have a significant adverse effect on the value of the Property; that would significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would significantly shorten or adversely affect the expected normal life of the premises.

☐ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure the Defects. If Seller has the right to cure, Seller may satisfy this contingency by:

(1) delivering written notice to Buyer within _____ ("10" if left blank) days after Buyer's delivery of the Notice of Defects stating Seller's election to cure Defects;

(2) curing the Defects in a good and workmanlike manner including obtaining applicable permits where required; and

(3) delivering to Buyer a written report detailing the work done and documenting compliance with permit requirements no later than three days prior to closing.

This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written inspection report(s) and:

(1) Seller does not have the right to cure; or

(2) Seller has the right to cure but:

(a) Seller delivers written notice that Seller will not cure; or

~~(b) Seller does not timely deliver the written notice of election to cure.~~

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230 ☐ ~~**RADON TESTING CONTINGENCY:** This Offer is contingent upon Buyer obtaining a current written report of the~~
231 ~~results of a radon test at the Property performed by a qualified third party in a manner consistent with applicable EPA and~~
232 ~~Wisconsin Department of Health Services (DHS) protocols and standards indicating the radon level is less than 4.0~~
233 ~~picoCuries per liter (pCi/L), at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense.~~
234 ~~This contingency shall be deemed satisfied unless Buyer, within _____ days ("20" if left blank) after acceptance~~
235 ~~delivers to Seller a written copy of the radon test results report indicating a radon level of 4.0 pCi/L or higher and written~~
236 ~~notice objecting to the radon level in the report.~~
237 ☐ **RIGHT TO CURE:** Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have the right to cure.
238 If Seller has the right to cure, Seller may satisfy this contingency by:
239 (1) delivering a written notice of Seller's election to cure within 10 days after delivery of Buyer's notice; and,
240 (2) installing a radon mitigation system in conformance with EPA standards in a good and workmanlike manner and by
241 giving Buyer a report of the work done and a post remediation test report indicating a radon level of less than 4.0
242 pCi/L no later than three days prior to closing.
243 This Offer shall be null and void if Buyer timely delivers the above written notice and report to Seller and:
244 (1) Seller does not have the right to cure; or
245 (2) Seller has the right to cure but:
246 (a) Seller delivers written notice that Seller will not cure; or
247 ~~(b) Seller does not timely deliver the notice of election to cure.~~
248 **IF LINE 249 IS NOT MARKED OR IS MARKED N/A LINES 298-309 APPLY.**
249 N/A ~~**FINANCING COMMITMENT CONTINGENCY:** This Offer is contingent upon Buyer being able to obtain a written~~
250 _____ [loan type or specific lender, if any] first mortgage loan commitment as described
251 below, within _____ days after acceptance of this Offer. The financing selected shall be in an amount of not less than
252 $_____ for a term of not less than _____ years, amortized over not less than _____ years.
253 Initial monthly payments of principal and interest shall not exceed $_____ . Buyer acknowledges that
254 lender's required monthly payments may also include 1/12th of the estimated net annual real estate taxes, hazard
255 insurance premiums, and private mortgage insurance premiums. The mortgage shall not include a prepayment premium.
256 Buyer agrees to pay discount points in an amount not to exceed _____ % ("0" if left blank) of the loan. If Buyer is using
257 multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 537-542 or in an
258 addendum attached per line 563. Buyer agrees to pay all customary loan and closing costs, wire fees, and loan origination
259 fees, to promptly apply for a mortgage loan, and to provide evidence of application promptly upon request of Seller. Seller
260 agrees to allow lender's appraiser access to the Property.
261 ☐ LOAN AMOUNT ADJUSTMENT: If the purchase price under this Offer is modified, any financed amount, unless
262 otherwise provided, shall be adjusted to the same percentage of the purchase price as in this contingency and the
263 monthly payments shall be adjusted as necessary to maintain the term and amortization stated above.
264 **CHECK AND COMPLETE APPLICABLE FINANCING PROVISION AT LINE 265 or 266.**
265 ☐ **FIXED RATE FINANCING:** The annual rate of interest shall not exceed _____ %.
266 ☐ **ADJUSTABLE RATE FINANCING:** The initial interest rate shall not exceed _____ %. The initial interest rate
267 shall be fixed for _____ months, at which time the interest rate may be increased not more than _____ % ("2"
268 if left blank) at the first adjustment and by not more than _____ % ("1" if left blank) at each subsequent
269 adjustment. The maximum interest rate during the mortgage term shall not exceed the initial interest rate plus
270 _____ % ("6" if left blank). Monthly payments of principal and interest may be adjusted to reflect interest changes.
271 ☐ SATISFACTION OF FINANCING COMMITMENT CONTINGENCY: If Buyer qualifies for the loan described in this Offer
272 or another loan acceptable to Buyer, Buyer agrees to deliver to Seller a copy of a written loan commitment.
273 This contingency shall be satisfied if, after Buyer's review, Buyer delivers to Seller a copy of a written loan commitment
274 (even if subject to conditions) that is:
275 (1) signed by Buyer; or
276 (2) accompanied by Buyer's written direction for delivery.
277 Delivery of a loan commitment by Buyer's lender or delivery accompanied by a notice of unacceptability shall not satisfy
278 this contingency.
279 **CAUTION: The delivered loan commitment may contain conditions Buyer must yet satisfy to obligate the lender**
280 **to provide the loan. Buyer understands delivery of a loan commitment removes the Financing Commitment**
281 **Contingency from the Offer and shifts the risk to Buyer if the loan is not funded.**
282 ☐ SELLER TERMINATION RIGHTS: If Buyer does not deliver a loan commitment on or before the Deadline on line 251.
283 Seller may terminate this Offer if Seller delivers a written notice of termination to Buyer prior to Seller's Actual Receipt of
284 written loan commitment from Buyer.
285 ☐ FINANCING COMMITMENT UNAVAILABILITY: If a financing commitment is not available on the terms stated in this
286 Offer (and Buyer has not already delivered an acceptable loan commitment for other financing to Seller), Buyer shall
287 ~~promptly deliver written notice to Seller of same including copies of lender(s)' rejection letter(s) or other evidence of~~
288 ~~unavailability~~.

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N/A **SELLER FINANCING:** Seller shall have 10 days after the earlier of:
(1) Buyer delivery of written notice of evidence of unavailability as noted in lines 285-288; or
(2) the Deadline for delivery of the loan commitment set on line 251
to deliver to Buyer written notice of Seller's decision to finance this transaction with a note and mortgage under the same terms set forth in this Offer, and this Offer shall remain in full force and effect, with the time for closing extended accordingly.
If Seller's notice is not timely given, the option for Seller to provide financing shall be considered waived. Buyer agrees to cooperate with and authorizes Seller to obtain any credit information reasonably appropriate to determine Buyer's credit worthiness for Seller financing.

IF THIS OFFER IS NOT CONTINGENT ON FINANCING COMMITMENT Within 14 days ("7" if left blank) after acceptance, Buyer shall deliver to Seller either:
(1) reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close; or
(2) A resolution from the Common Council authorizing the expenditure of City funds to complete the purchase _____ [Specify documentation Buyer agrees to deliver to Seller].
If such written verification or documentation is not delivered, Seller has the right to terminate this Offer by delivering written notice to Buyer prior to Seller's Actual Receipt of a copy of Buyer's written verification. Buyer may or may not obtain mortgage financing but does not need the protection of a financing contingency. Seller agrees to allow Buyer's appraiser access to the Property for purposes of an appraisal. Buyer understands and agrees that this Offer is not subject to the appraisal meeting any particular value, unless this Offer is subject to an appraisal contingency, nor does the right of access for an appraisal constitute a financing commitment contingency.

N/A **APPRAISAL CONTINGENCY:** This Offer is contingent upon Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date stated on line 1 of this Offer, indicating an appraised value for the Property equal to or greater than the agreed upon purchase price.
This contingency shall be deemed satisfied unless Buyer, within _____ days after acceptance, delivers to Seller a copy of the appraisal report indicating an appraised value not equal to or greater than the agreed upon purchase price, and a written notice objecting to the appraised value.
☐ **RIGHT TO CURE:** Seller (shall)(shall not) **STRIKE ONE** ("shall" if neither is stricken) have the right to cure.
If Seller has the right to cure, Seller may satisfy this contingency by delivering written notice to Buyer adjusting the purchase price to the value shown on the appraisal report within _____ days ("5" if left blank) after Buyer's delivery of the appraisal report and the notice objecting to the appraised value. Seller and Buyer agree to promptly execute an amendment initiated by either Party after delivery of Seller's notice, solely to reflect the adjusted purchase price.
This Offer shall be null and void if Buyer makes timely delivery of the notice objecting to appraised value and the written appraisal report and:
(1) Seller does not have the right to cure; or
(2) Seller has the right to cure but:
(a) Seller delivers written notice that Seller will not adjust the purchase price; or
(b) Seller does not timely deliver the written notice adjusting the purchase price to the value shown on the appraisal report.

NOTE: An executed FHA, VA or USDA Amendatory clause may supersede this contingency.
☐ **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at _____ no later than _____ (the Deadline). If closing does not occur by the Deadline, this Offer shall become null and void unless Buyer delivers to Seller, on or before the Deadline, reasonable written verification from a financial institution or third party in control of Buyer's funds that Buyer has, at the time of verification, sufficient funds to close or proof of bridge loan financing, along with a written notice waiving this contingency. Delivery of verification or proof of bridge loan shall not extend the closing date for this Offer.
☐ **BUMP CLAUSE:** If Seller accepts a bona fide secondary offer, Seller may give written notice to Buyer that another offer has been accepted. If Buyer does not deliver to Seller the documentation listed below within _____ hours ("72" if left blank) after Buyer's Actual Receipt of said notice, this Offer shall be null and void. Buyer must deliver the following:
(1) Written waiver of the Closing of Buyer's Property Contingency if line 330 is marked;
(2) Written waiver of _____ (name other contingencies, if any); and
(3) Any of the following checked below:
☐ Proof of bridge loan financing.
☐ Proof of ability to close from a financial institution or third party in control of Buyer's funds which shall provide Seller with reasonable written verification that Buyer has, at the time of verification, sufficient funds to close.
Other: _____
[insert other requirements, if any (e.g., payment of additional earnest money, etc.)]

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~~SECONDARY OFFER: This Offer is secondary to a prior accepted offer. This Offer shall become primary upon~~ delivery of written notice to Buyer that this Offer is primary. Unless otherwise provided, Seller is not obligated to give Buyer notice prior to any Deadline, nor is any particular secondary buyer given the right to be made primary ahead of other secondary buyers. Buyer may declare this Offer null and void by delivering written notice of withdrawal to Seller prior to delivery of Seller's notice that this Offer is primary. Buyer may not deliver notice of withdrawal earlier than _____ days ("7" if left blank) after acceptance of this Offer. All other Offer Deadlines which run from acceptance shall run from the time this Offer becomes primary.

HOMEOWNERS ASSOCIATION: ~~If this~~ Property is subject to a homeowners association, Buyer is aware the Property may be subject to periodic association fees after closing and one-time fees resulting from transfer of the Property. Any one-time fees resulting from transfer of the Property shall be paid at closing by (Seller) (Buyer) **STRIKE ONE** ("Buyer" if ~~neither is stricken~~).

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

_____ .

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

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

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

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

[ ] Current assessment times current mill rate (current means as of the date of closing)

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

[ ] _____

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

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

TITLE EVIDENCE:

[X] CONVEYANCE OF TITLE: **Upon payment of the purchase price, Seller shall convey the Property by warranty deed (trustee's deed if Seller is a trust, personal representative's deed if Seller is an estate or other conveyance as provided herein),** free and clear of all liens and encumbrances, except: municipal and zoning ordinances and agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants, present uses of the Property in violation of the foregoing disclosed in Seller's Real Estate Condition Report and in this Offer, general taxes levied in the year of closing ~~and~~ _____

_____

_____ ~~(insert other allowable exceptions from title, if any)~~

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

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

[X] TITLE EVIDENCE: Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. Seller shall pay all costs of providing title evidence to Buyer. Buyer shall pay the costs of providing the title evidence required by Buyer's lender and recording the deed or other conveyance.

[X] GAP ENDORSEMENT: Seller shall provide a "gap" endorsement or equivalent gap coverage at (Seller's)(Buyer's) **STRIKE ONE** ("Seller's" if neither stricken) cost to provide coverage for any liens or encumbrances first filed or recorded after the commitment date of the title insurance commitment and before the deed is recorded, subject to the title insurance policy conditions, exclusions and exceptions, provided the title company will issue the coverage. If a gap endorsement or equivalent gap coverage is not available, Buyer may give written notice that title is not acceptable for closing (see lines 413-419).

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☒ DELIVERY OF MERCHANTABLE TITLE: The required title insurance commitment shall be delivered to Buyer's attorney or Buyer not less than 5 business days before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable per lines 386-394, subject only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as appropriate.

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

☒ SPECIAL ASSESSMENTS/OTHER EXPENSES: Special assessments, if any, levied or for work actually commenced prior to the date stated on line 1 of this Offer shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. "Levied" means the local municipal governing body has adopted and published a final resolution describing the planned improvements and the assessment of benefits.

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

LEASED PROPERTY If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under said lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE** lease(s), if any, are _____

_____

_____ . Insert additional terms, if any, at lines 537-542 or attach as an addendum per line 563.

DEFINITIONS

☒ ACTUAL RECEIPT: "Actual Receipt" means that a Party, not the Party's recipient for delivery, if any, has the document or written notice physically in the Party's possession, regardless of the method of delivery. If the document or written notice is electronically delivered, Actual Receipt shall occur when the Party opens the electronic transmission.

☒ BUSINESS DAY: "Business Day" means a calendar day other than Saturday, Sunday, any legal public holiday under Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.

☒ DEADLINES: "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding the day the event occurred and by counting subsequent calendar days. The Deadline expires at Midnight on the last day. Additionally, Deadlines expressed as a specific number of Business Days are calculated in the same manner except that only Business Days are counted while other days are excluded. Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as closing, expire at Midnight of that day. "Midnight" is defined as 11:59 p.m. Central Standard Time.

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

☒ FIRM: "Firm" means a licensed sole proprietor broker or a licensed broker business entity.

☒ PROPERTY: Unless otherwise stated, "Property" means the real estate described at lines 4-8.

INCLUSION OF OPTIONAL PROVISIONS Terms of this Offer that are preceded by an OPEN BOX (☐) are part of this offer ONLY if the box is marked such as with an "X". They are not part of this offer if marked "N/A" or are left blank.

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

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

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

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MAINTENANCE Seller shall maintain the Property and all personal property included in the purchase price until the earlier of closing or Buyer's occupancy, in materially the same condition as of the date of acceptance of this Offer, except for ordinary wear and tear.

PROPERTY DAMAGE BETWEEN ACCEPTANCE AND CLOSING If, prior to closing, the Property is damaged in an amount not more than five percent of the purchase price, other than normal wear and tear, Seller shall promptly notify Buyer in writing, and will be obligated to restore the Property to materially the same condition it was in at the date on line 1 of this Offer. Seller shall provide Buyer with copies of all required permits and lien waivers for the lienable repairs no later than closing. If the amount of damage exceeds five percent of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Offer may be canceled at option of Buyer. Should Buyer elect to carry out this Offer despite such damage, Buyer shall be entitled to the insurance proceeds, if any, relating to the damage to the Property, plus a credit towards the purchase price equal to the amount of Seller's deductible on such policy, if any. However, if this sale is financed by a land contract or a mortgage to Seller, any insurance proceeds shall be held in trust for the sole purpose of restoring the Property.

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

OCCUPANCY Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Offer at lines 537-542 or in an addendum attached per line 563, or lines 430-434 if the Property is leased. At time of Buyer's occupancy, Property shall be in broom swept condition and free of all debris, refuse, and personal property except for personal property belonging to current tenants, or that sold to Buyer or left with Buyer's consent. Occupancy shall be given subject to tenant's rights, if any.

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

If Buyer defaults, Seller may:

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

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

If Seller defaults, Buyer may:

(1) sue for specific performance; or

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

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

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

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

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

FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT (FIRPTA) Section 1445 of the Internal Revenue Code (IRC) provides that a transferee (Buyer) of a United States real property interest must pay or withhold as a tax up to 15% of the total "Amount Realized" in the sale if the transferor (Seller) is a "Foreign Person" and no exception from FIRPTA withholding applies. A "Foreign Person" is a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate. The "Amount Realized" is the sum of the cash paid, the fair market value of other property transferred, and the amount of any liability assumed by Buyer.

CAUTION: Under this law if Seller is a Foreign Person, and Buyer does not pay or withhold the tax amount, Buyer may be held directly liable by the U.S. Internal Revenue Service for the unpaid tax and a tax lien may be placed upon the Property.

Seller hereby represents that Seller is not a Foreign Person. Buyer and Seller agree to comply with FIRPTA requirements under IRC § 1445. No later than 15 days prior to the closing, Seller shall execute and deliver to Buyer, or a qualified substitute (attorney or title company as stated in IRC § 1445), a sworn certification under penalties of perjury of Seller's

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non-foreign status in accordance with IRC § 1445. Any representations made by Seller with respect to this issue shall survive the closing and delivery of the deed. If Seller fails to deliver certification of Seller's non-foreign status, Buyer shall be entitled to either: (1) withhold the amount required to be withheld pursuant to IRC § 1445 from amounts otherwise payable to Seller under this Offer; or, (2) terminate this Offer by written notice to Seller prior to closing. Buyer and Seller shall complete, execute, and deliver, on or before closing, any other instrument, affidavit, or statement needed to comply with FIRPTA, including withholding forms.

Firms, Agents, and Title Companies are not responsible for determining FIRPTA status or whether any FIRPTA exemption applies. The Parties are advised to consult with their respective independent legal counsel and tax advisors regarding FIRPTA.

ADDITIONAL PROVISIONS/CONTINGENCIES This is a cash offer with no property inspection or right to cure. Sale is contingent upon Common Council approval.

DELIVERY OF DOCUMENTS AND WRITTEN NOTICES Unless otherwise stated in this Offer, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the authorized methods specified at lines 546-560.

(1) Personal: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 548 or 549.

Name of Seller's recipient for delivery, if any: Lynn Schwensow, Century 21 Moves

Name of Buyer's recipient for delivery, if any: Chad Pelishek, City of Sheboygan, Director of Planning & Development

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

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

[ ] (3) Commercial: depositing the document or written notice, fees prepaid or charged to an account, with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address at line 557 or 558.

[ ] (4) U.S. Mail: depositing the document or written notice, postage prepaid, in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery, for delivery to the Party's address.

Address for Seller: _____

Address for Buyer: _____

[X] (5) Email: electronically transmitting the document or written notice to the email address.

Seller: Lynn@MovesRE.com Buyer: chad.pelishek@sheboyganwi.gov

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

[ ] **ADDENDA:** The attached _____ is/are made part of this Offer.

This Offer was drafted by [Licensee and Firm] Charles C. Adams, City Attorney

City of Sheboygan

(x) Ryan Sorenson June , 2021

Buyer's Signature ▲ Print Name Here ▸ Ryan Sorenson, Mayor Date ▲

(x) June , 2021

Buyer's Signature ▲ Print Name Here ▸ Meredith DeBruin, City Clerk Date ▲

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

Authentisign

(x) Katherine M. Anderson 07/15/2021

Seller's Signature ▲ Print Name Here ▸ Date ▲

(x) _____

Seller's Signature ▲ Print Name Here ▸ Date ▲

This Offer was presented to Seller by [Licensee and Firm] _____

_____ on _____ at _____ a.m./p.m.

This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____

Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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III

Res. No. _____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing the City Administrator to approve payment of bills and invoices related to the City's health insurance plan.

WHEREAS, on an annual basis, the Common Council of the City of Sheboygan approves the health insurance plan for City employees and other covered individuals ("City Insured") for the next calendar year; and

WHEREAS, pursuant to that approved health insurance plan, the City will, from time to time, receive bills or invoices related to the health care of City Insured; and

WHEREAS, these bills and invoices can exceed $50,000; and

WHEREAS, it is in the best interest of the City that these bills and invoices be processed and, assuming the bill or invoice is proper, paid promptly.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator or his or her designee is authorized to review and pay bills and invoices related to the City's health insurance plan without prior approval of the Finance and Personnel Committee or Common Council, to the extent funds have been previously appropriated, even when such bills and invoices - individually or collectively - exceed $50,000.

BE IT FURTHER RESOLVED: That the City Administrator shall report any payments made pursuant to this Resolution to the Finance and Personnel Committee on at least a quarterly basis.

FtP

_____

_____

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 Mitchell and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute a Supply Agreement with Hometown Trolley for the purchase of a new trolley, and authorizing a budget adjustment and appropriation in the 2021 budget regarding the purchase of the trolley.

RESOLVED: That the Mayor is authorized to execute the Supply Agreement with Hometown Trolley in substantially similar form to that attached.

BE IT FURTHER RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Transit Capital Outlay - Vehicles (Account No. 65193020-641100) by $157,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation comes from the Transit Fund's Unreserved Retained Earnings.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the trolley purchase in the amount of $157,000 from Account No. 65193020-641100.

F&P 2/3

_____

_____

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

SUPPLY AGREEMENT

THIS SUPPLY AGREEMENT (this "Agreement") is made and entered into as of the last signature date below (the "Effective Date") by and between DOUBLE K, INC. dba HOMETOWN TROLLEY ("H-T") and the City of Sheboygan, Wisconsin ("Buyer"). H-T and Buyer are sometimes referred to in this Agreement individually as a "Party" and collectively as the "Parties".

1. Supply of Products. Subject to the terms set forth herein, Buyer shall purchase from H-T, and H-T shall manufacture and sell to Buyer, the product(s) identified on Exhibit A hereto (individually, a "Product" and collectively, the "Products"). The pricing and payment terms for the Product(s) shall be as set forth on Exhibit A hereto.

2. Terms and Conditions. The purchase and sale of the Product shall also be subject to, and be governed by, the Terms and Conditions of Sale attached to this Agreement as Exhibit B.

3. Miscellaneous. This Agreement, which includes the Preamble above and the Exhibits hereto, all of which are incorporated herein by reference, constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior agreements, correspondence, discussions, negotiations and understandings of the Parties regarding such subject matter are merged herein, made a part hereof, and superseded hereby. No amendment, waiver, or modification of this Agreement will be valid unless made in writing and signed by both Parties. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law principles. Neither this Agreement nor sales hereunder shall be governed by the United Nations Convention on Contracts for the International Sale of Goods. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Parties and their permitted successors and assigns. The provisions of this Agreement may not be amended or waived unless such amendment or waiver is set forth in a writing signed by both Parties. Neither Party may assign this Agreement, or any rights or obligations under this Agreement, without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void and of no force or effect. This Agreement may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute one and the same instrument. Signatures for the Parties transmitted by facsimile or other electronic means shall be deemed to be their original signatures for any purpose whatsoever.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

DOUBLE K, INC. /HOMETOWN MFG.

By_____
Print Name Kristina Pence-Dunow
Title President/ CEO
Date 3.26.21

By_____
Print Name_____
Title_____
Date_____



Exhibit A

Product(s); Pricing and Payment Terms

Product(s): 2021 Villager Model VIN#

Pricing: $157,000

Payment Terms: See Exhibit B hereto.

Exhibit B

Terms and Conditions of Sale

1. **Controlling Terms.** This Agreement governs the sale of Products by H-T to Buyer. H-T expressly objects to and rejects any new or different terms or conditions that may be provided by Buyer or contained in any of Buyer's purchasing documents, including but not limited to Buyer's purchase orders, confirmations or other documents. Any conditions, negotiations, or understandings which are not contained in this Agreement shall have no force or effect unless made in writing and signed by an authorized H-T representative. H-T's offer to sell the Products is expressly limited to the terms of this Agreement, and Buyer acknowledges and agrees that Buyer has made an unqualified acceptance of the terms of this Agreement.

2. **Pricing.** The pricing for the Product(s) sold hereunder is set forth in Exhibit A hereto. All pricing is stated in, and shall be payable in, U.S. Dollars ($). Buyer shall be responsible for payment of any sales, use or other taxes now or hereafter imposed by any federal, state or local taxing authority upon or with respect to the sale, purchase, shipment, receipt or use of the Product(s).

3. **Payment Terms.** Payment terms are as follows: Purchase price due within 30 days of acceptance of delivery of the Product. Buyer agrees to pay a late payment charge of 1-1/2% per month, or the maximum amount allowable by law, on all amounts not paid in full when due, payable on H-T's demand. Buyer may not set off amounts due to H-T against claims it may have against H-T.

4. **Title.** Title to and risk of loss of Products sold hereunder shall pass to Buyer upon delivery of such Products at the Delivery Point (as defined in Section 5 below).

5. **Delivery; Orders.**

(a) Generally. Delivery shall be to Buyer's location at 608 S. Commerce Street, Sheboygan, Wisconsin 53081 (such delivery location being referred to herein as the "Delivery Point").

(b) Delivery Date. Any delivery date given by H-T is based on prompt receipt of all necessary information regarding the order and subject to availability of the Products items ordered. H-T shall use reasonable efforts to meet such delivery dates, but does not guarantee that it will meet such dates (unless a firm delivery date is specifically agreed in writing by the Parties in connection with a particular order). The failure by H-T to meet any delivery date does not constitute a cause for cancellation and/or for damages of any kind, and the time for delivery shall not be of the essence.

6. **Claims Process; RGAs.** Any Products subject to return, for any reason, must first have a Returned Products Authorization ("RGA") number issued by H-T. Authorized returns will be accepted by H-T only on a freight prepaid basis. If H-T elects to pre-pay for freight, H-T may elect to take a credit against Buyer's account or be reimbursed by Buyer. If an RGA request is approved, Buyer may return Products for a credit only and such credit will be issued on the following terms: Only stock items are returnable and must be in the original carton or wrapping, undamaged and with no missing parts; Buyer will be required to pay a handling charge, plus any refurbishing charges, in connection with the return of any item, unless the item was shipped in error by H-T or is the subject of a valid warranty claim (in which case such handling and refurbishing charges will not apply); all returns must be shipped to H-T (or such other location as may be designated by H-T from time to time), on a freight prepaid basis; and the RGA number must be clearly marked on the outside of the item being returned and on the packing list. If Buyer does not follow this return policy, H-T may refuse to receive the returned items or may ship them back to Buyer at Buyer's expense. All warranty returns are also subject to the terms of H-T's Limited Warranty (as defined in Section 7 below).

7. **Limited Warranty.** Sales of a Product are subject to H-T's limited warranty, as in effect at the time of the sale (the "Limited Warranty"). H-T reserves the right to modify the Limited Warranty from time to time in its discretion. Buyer may contact H-T's Customer Service Department for a copy of H-T's Limited Warranty. H-T may also make its Limited Warranty available on its website at www.hometowntrolley.com.

8. **No Other Warranties; Limitation of Damages. H-T'S LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCTS, AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. THE REMEDIES DESCRIBED IN H-T'S LIMITED WARRANTY ARE EXCLUSIVE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL H-T BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL, OR OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, H-T'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT AND THIS AGREEMENT SHALL BE LIMITED TO THE MONIES PAID TO H-T FOR THAT DEFECTIVE PRODUCT.**

III

Res. No. ____ - 21 - 22. By Alderpersons Mitchell and Filicky-Peneski.
July 19, 2021.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2021 budget for the Tyler Technologies Development (Munis) Chart of Accounts Redesign.

WHEREAS, when the 2021 Budget was approved, the Chart of Accounts Redesign was unanticipated; and

WHEREAS, the existing Chart of Accounts which is currently 1,081 Organizational Codes, referred to as ORGS (Cost Centers), and 6,143 Object Codes, referred to as OBJECTS (Account Numbers), is very cumbersome to manage; and

WHEREAS, a systematic review of municipalities with similar-sized budgets to the City of Sheboygan revealed that a more standard number of ORGS is 60; and

WHEREAS, the Chart of Accounts Redesign project, which has a cost of $40,000, would streamline internal operations, supporting the Strategic Plan S.T.A.I.R.S. Core Values and the Focus Area of Governing and Fiscal Management.

NOW, THEREFORE, BE IT RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for IT Fund - IT Department - Software Maintenance (Account No. 70717100-523122) by $40,000.

BE IT FURTHER RESOLVED: That the revenue to support this increased appropriation shall come from the General Fund Contingency Reserve (10199021-810103).

F+P (2/3 Vote)

_____

_____

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 Felde and Ackley. July 19, 2021.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2021 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of $18,256 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of $18,256, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2021 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached.

_____

_____

KMB

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

FISCAL YEAR 2021 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)

THIS AGREEMENT is made and entered into this _____ day of _____ 2021, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

WHEREAS, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public; and

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2021 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

WHEREAS, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2021 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	$18,256.00
City Portion	9,128.00
County Portion	9,128.00

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at www.ojp.usdoj.gov/funding/otherequirements.htm. Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party to this Agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

Ryan Sorenson, Mayor	Date
Christopher Domagalski, Chief of Police	Date

COUNTY OF SHEBOYGAN:

Vernon Koch, County Board Chair	Date
Steve Steinhardt, Emergency Management Director	Date

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GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand** Dollars (**$25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand** Dollars (**$25,000.00**) for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) This Agreement (including all attachments)
2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF SHEBOYGAN	**STATE OF WISCONSIN** **DEPARTMENT OF ADMINISTRATION** **DIVISION OF INTERGOVERNMENTAL** **RELATION**
BY: _____	**BY:** _____
Ryan Sorenson	**Dawn Vick**
TITLE: **Mayor**	**TITLE:** **Administrator**
DATE: _____	**DATE:** _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Joe Kerlin**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period")**.**

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Adminstration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **50**% of the total cost or not to exceed **Twenty-Five Thousand** Dollars **($25,000.00)**. The Grantee shall provide **50**% of the total cost, or **Twenty-Five Thousand** Dollars **($25,000.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.

b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.

2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.

3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.

4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A
Grant Agreement # AD219129 – 022.16

1. Type of Project (check one):

- ☐ Coastal Wetland Protection and Habitat Restoration
- ☐ Nonpoint Source Pollution Control
- ☑ Coastal Resources and Community Planning
- ☐ Great Lakes Education
- ☐ Public Access and Historic Preservation

2. Project Title (max. 15 words): City of Sheboygan Comprehensive Outdoor Recreation and Coastal Resources Planning

3. Organization applying:
City of Sheboygan

5. Organization nine-digit DUNS Number:
076144153

4. Contact Person and Address (include full, nine-digit zip code):

Joe Kerlin, Superintendent of Parks and Forestry

2026 New Jersey Avenue

Sheboygan, WI 53081-4714

Phone: 920-459-3459 **Email:** joe.kerlin@sheboyganwi.gov

6. Primary County where project is located:
Sheboygan

7. Other Counties where project is located:

8. Congressional District #: 6

9. State Senate District #: 9

10. State Assembly District #: 26

11. Total Project Cost: $50,000

12. WCMP Share: $25,000

14. WCMP Percent: 50 %

13. Applicant Share: $25,000

15. Applicant Percent: 50 %

16. Brief Summary of the Project (300 word maximum). Include

(a) Project Description (1-2 paragraphs) and

(b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable.

Consider completing this portion of the application last to summarize your proposal.

a. Project Description:

The outcome of this project will be an adopted Comprehensive Outdoor Recreation Plan (CORP) that maximizes outdoor recreational opportunities serving both residents and visitors drawn to the unique Lake Michigan coastline and its related streams and rivers. The plan will balance the community's recreational needs and prioritize best management practices between recreational programs, public access, and responsible interface with coastal resources.

b. Project Tasks/Deliverables:

1. Report: A final document containing an updated five year CORP for years 2021 – 2025.
2. Report: Community Survey results and comments from in person and an online survey concerning park and recreational usage, future needs and maintenance of the City's parks.
3. Public Engagement: At least three public meetings along with the community survey will be organized to assess and gather information from the citizenry. Outreach and information gathering will further occur through social media and website platforms.
4. Information gathering: At least five facilitated meetings will occur with the comprehensive steering committee and Parks Commission.

Example:

1. *Report: A final report containing the findings and recommendations of the project will be completed and distributed to participants and local decision-makers.*
2. *Public outreach: The organization will host at least five public meetings.*
3. *Website: A website will include information about public meetings and post any plans and reports published.*

Attachment A
Grant Agreement # AD219129 – 022.16

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Sheboygan's current five year CORP is for years 2016 – 2020. City Park and Planning staff updated the previous 2008 – 2013 without service of a contracted facilitator. The City is requesting grant aid from the Wisconsin Coastal Management Program to work with a contracted facilitator to update the City's plan for 2022 – 2026

The proximity to Lake Michigan increases both the popularity of Sheboygan's open space/recreational system and the responsibility of protecting the waters of Lake Michigan from the potential impacts of recreational use on related shoreline conditions, stormwater management, drainage strategies, roads /parking, water recreational use, choice of paving materials and the management of associated vegetation. The CORP Plan will need to identify and define strategies on how to best manage stormwater and water quality with the priority being the protection of Lake Michigan.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
b. Describe how this project is part of an integrated effort or approach.

a. The City is requesting funding to revise and update its CORP. Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

The primary purpose of the CORP for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.

b. The report will view outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The project will integrate available local community plans as well as land and water studies including:

- Sheboygan County land, water conservation plans including the county CORP
- Sheboygan's Stormwater Management Plan update
- Sheboygan's Comprehensive Plan
- Sheboygan's Sustainability Plan
- Sheboygan's Strategic Plan
- Sheboygan's Economic Development Plan
- Maywood Environmental Park Master Plan – to be completed 2021
- Jaycee Park Master Plan – to be completed 2020

3. Impact on Coastal Resources: Address <u>all</u> of the issues listed below as they relate to your project.

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
b. Describe the extent to which the project <u>permanently</u> addresses the problem or need.
c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation

Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a. Updating Sheboygan's current CORP plan is critical in looking forward in providing local programmed recreation, a well-managed open space system, connectivity of trails and being good stewards of our unique coastal environment. The City of Sheboygan comprises nearly 15.82 Square miles of Lake Michigan Basin, with the Sheboygan River and the Pigeon River being two major distributaries to Lake Michigan. There is roughly 5.70 miles of Lake Michigan shoreline most of which is managed by the City. There are 36 City Parks making up 705 acres of land. Of these 36 parks, 24 of them, having a total of 661 acres, are adjacent to Lake Michigan, the Sheboygan River or the Pigeon River. There is 1.60 miles of public beach, 288-slip marina, six boat launches and one canoe/kayak launch. The City also has eight miles of paved walking trails with over half along rivers and the lake. Any development or preservation within the city parks would inherently have an effect on Lake Michigan and its coastline.

b. State and Federal government provide funding to local governments for the acquisition and development of parks. Most of the programs require that a local government maintain, by resolution, a five year CORP with the specific project noted in the plan. A few of the Federal Programs include land and water conservation fund and recreational trails act. Some of the Wisconsin State funds include acquisition and development of park and urban green space, urban rivers programs, recreational boating facilities, surface water grants, lake and river protection grants and urban forestry grants. The City would like to work with a contracted facilitator that not only has a strong park development background but also a strong land and water conservation background, to aid in the revision of the current plan to include future coastal protection.

c. This plan will need to complement regional and state initiatives and increase the awareness of how to best manage the resources of the coastal environs of Sheboygan with an emphasis on accessible parks and recreation, community wellness, the interface with natural areas and the protection of Lake Michigan.

Several of the Sheboygan County's Land and Water Conservation Plans make reference to not only open space recreation and needs to but also to restoring environmental integrity and the recreation values. From the mouth of the Sheboygan River along Lake Michigan to Sheboygan Fall, roughly 14 miles of the river is on the Impaired Waters List. Many of the Sheboygan River AOC Fish & Wildlife projects with shoreline restoration and stabilization are happening in the City. These efforts will need to continue and will more and more be the responsibility of the City. The Lakewide Action and Management Plan calls into action assessing, restoring, protecting and monitoring the ecosystem health of the Great Lakes and river systems. Sheboygan also has a new storm water management plan that will be referred to in development and maintenance of the City's park system. Finally, the Great Lakes have seen its highest water levels since 1986. The City is experiencing flooding and erosion along the shoreline. Great lakes Shorelands Management Programs will need to be part of the new plan.

d. The end result of this process will be a functional comprehensive five year plan for the City of Sheboygan. Sheboygan County works with several smaller communities in the county to keep an up to date plan. Even though the City is separate, many parts of the plans cover the same areas and work together. A good example is the County's non-motorized transportation facilities that are shared. The plan will need to be approved by resolution and will be a guide for park acquisitions, development and maintenance for years to come. Specific projects in the plan will have a higher priority by the city for funding and thousands of dollars will be applied for under the programs listed above, because of the plan, the city will be eligible to receive those funds.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Project Timeline: July 1, 2021 – March 16, 2022

July 1-August:

Meetings with A CORP project steering committee appointed by the Mayor and the Marina, Parks and Forestry Commission (MPFC) will begin. Request for Proposal if needed, for a contracted facilitator will be completed. Review available information along with the 2016-2020 plan.

September-October:
Host public meetings and continue with steering and MPFC discussions. Create and distribute community needs survey. Advertise all meetings and survey on all city social media and document all meetings and allow comments on the Department of Public Works website.
November-December:
Continue with steering and MPFC discussions. Develop draft CORP and receive feedback from public through meetings, website and social media.
January-February:
Final edits are made to the draft document.
March – March 16, 2021
Plan will be reviewed by MPFC, Public Works Committee and recommended to the City of Sheboygan Common Council for approval on March 16th.

b. Project deliverable include:

- Seven facilitated meetings with the steering and parks committees: Coordinated meeting dates with contracted facilitator and committee members.
- Three public meetings: Set meeting dates, advertise, engage public, facilitate a discussion and record comments.
- Information gathering survey: Develop survey with contracted facilitator and committee members. Open the survey to public via public meetings, website and social media. Compile results.
- CORP draft document: Using available data, facilitated meetings and survey results, the contracted facilitator will prepare a draft plan for committee and public review.
- Council approve CORP document for the City of Sheboygan: Draft document will be referred to MPFC and Public Works for approval and recommended to the Common Council.

c. The plan updates will evaluate existing conditions, analyze needs and desires, develop a capital improvements plan, and help guide adoption and implementation of the plan. Opportunities to engage the public and stakeholders will be incorporated during the planning process using an online survey, public informational meetings, website, and socialmedia. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

d. It will help develop strategies for better storm water management dealing with changing weather patterns; volumes of precipitation and how we design and place site amenities / structures serving our recreational needs. These strategies can also recommend improvements in the open space system identifying opportunities for green infrastructure. Green infrastructure can play a major role in operational cost reductions, advancing sustainability, reducing flooding impacts on adjacent properties, increase permeability and play a major role in achieving higher water quality. The ultimate outcome is to achieve better stewardship of our natural resources with the grand prize is being a better neighbor to Lake Michigan.

5. Project Budget

a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of $60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than $60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than $100,000 should contact the WCMP while they develop their applications.
b. Provide the rate and list items included in Fringe Benefits.
c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity *(do not change categories)*	**WCMP Request**	**Match**	**Total**
Personnel *(names required, if known)*	$	$	$
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	$25,000	$25,000	$50,000
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			

Totals			

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	**WCMP Request**	**Match**	**Total**
Personnel	$23,500	$23,500	$47,000
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel	$500	$500	$1,000
Supplies	$500	$500	$1,000
Contractual			
Construction			
Other	$500	$500	$1,000
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$25,000**	**$25,000**	**$50,000**

Table 3: Additional budget items (optional)

Activity	**WCMP Request**	**Match**	**Total**
	$	$	$
Totals			

6. Budget Description

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The matching funds for this project will come from the Department of Public Works Contracted Services Fund. This fund is budgeted annually and is used for unforeseen improvements and matching grant opportunities. City staff will also have a large investment of time not seen on this application.

b. Other than city funds, no other moneys have been applied for at this time.

c. The City has the budgeted funds for the matching of the WCMP grant. More importantly, by having a Current CORP the city will be eligible for funds as stated in 3.b. Several City partners like Sheboygan County, Lakeshore Natural Recourses and Maywood Environmental Center, will be involved in the plan and investing their staff time to aid in the completion of the plan. Letters of support by these three partners have been attached to this application.

d. In 2017 WCMP matching funds were received by the City for purchase and installation of an ADA accessible canoe/kayak launch on the Sheboygan River in Kiwanis Park. This was a great partnership that allows the public an accessible way of interacting with the Sheboygan River. What better way to promote the work that has been done to clean the river and give access not only to river but also Lake Michigan and its water trail! I can report that the launch is heavily used. There is hardly a time where I'm in the park that the launch is not being used by kayakers. I stop and talk with them and they are very appreciative for having the easy to use launch.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles).
b. Develop exceptional marketing, outreach, or education strategies.
c. Encourage coast-wide projects or solutions.
d. Engage underrepresented communities.

a. There are many organizations that currently work together and with the city to better many areas of the parks and open spaces in the city. A few of the most current items are:

- Restore North Point Buff – the city is working with Lakeshore Natural Resources Partnership, Fund for Lake Michigan, Sheboygan Neighborhood Associations, WisCorps and UW Extension to remove invasive species along the bluff and replant native trees, shrubs and plants.
- Sheboygan River Map – The City is working with LNRP, Camp Y-Koda, DNR, and Sheboygan River Basin Partnership on the design and production of a map for the Sheboygan River.
- Sheboygan River Restoration - Even though the initial project was completed in 2012, the many groups that are part of this still meet annually to discuss progress being made.
- Ash Tree Mitigation – The City received funds from the WDNR to write a forestry plan in 2016 and have also received money for planting new trees from The DNR, Bay Lakes Regional Planning Commission and Sheboygan Rotary group known as ROOTS, (Restoration Of Our Trees Sheboygan.)
- South Pier Restoration – The US Army Corps of Engineers is reconstructing Sheboygan's South Pier. The project started this year and is scheduled through 2023.
- Great Lakes Water Safety – The City formed a Water Safety group in 2016 in response to three drowning's in Lake Michigan. The City worked closely with the Chamber, Great Lakes Water Safety, Sheboygan Schools, Police, Fire, County and volunteer citizens to make the city's lakefront safer.

The City Parks Department has many other partnerships. There are currently six annual agreements with non-profit groups using park space and three annual agreements for private use of our parks. Private use is a business agreement where the company is providing services for a fee to enhance and add usage to our parks. There are also 10 set annual celebrations in our parks used by non-profits for a fee and many others that are not annual.

b. Along with a series of pubic outdoor comprehensive planning workshops, the city plans to use online social engagement platforms to connect with all communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

c. A good example of a coast-wide project that will be addressed in the plan is the possibility of a hazardous water flag warning system. Partnering with the Great Lakes Water Safety has allowed the City be an active partner in improving beach safety. A universal flag warning system for all of the Great Lakes is one of the initiatives.

The plan updates need to consider the things we are learning related to current events and trends that are directly affecting our daily lives and the environment. The current impacts of the Coronavirus on the personal health of our citizens have put greater emphasis on local recreational facilities and their ability to provide people with an outlet for both physical and mental wellness. These resources both natural and recreationally planned are serving multi-generational needs at an individual, family and community level. They need to provide the space necessary for residents to be active in an open and safe environment.

Another trend of equal importance is the health of our natural areas and the protection of the waters of Lake Michigan.
The CORP plan will help develop strategies to protect natural areas, habitat, and wetlands.

d. The city plans to use online social engagement platforms to connect with underrepresented communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents including the underrepresented populations and allow civic engagement opportunities in the plan development process.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):

WISCONSIN COASTAL MANAGEMENT PROGRAM

National Oceanic and Atmospheric Administration Logo (also available as electronic file):

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17 The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
    - Overview at the Federal Geographic Data Committee's home page, http://fgdc.gov.
    - Plain language overview, http://geology.usgs.gov/tools/metadata/tools/doc/ctc/

Geospatial Metadata will identify the following:

Identification Information
Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information
Raster, vector or indirect link to location included here.

Spatial Reference Information
Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information
A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information
Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference
Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see https://www.sco.wisc.edu/coordinate-reference-systems/

Means of transmittal

Media:
CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:
The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov/ after acceptance, and no later than upon publication, of the paper by a journal.

Format
Fully compatible with ArcInfo©

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity*. The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review*. The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation*. If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation*. When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and

2. Coordinate remedial action.

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand** Dollars (**$25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand** Dollars (**$25,000.00**) for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) This Agreement (including all attachments)
2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF SHEBOYGAN	**STATE OF WISCONSIN** **DEPARTMENT OF ADMINISTRATION** **DIVISION OF INTERGOVERNMENTAL** **RELATION**
BY: _____	**BY:** _____
Ryan Sorenson	**Dawn Vick**
TITLE: **Mayor**	**TITLE:** **Administrator**
DATE: _____	**DATE:** _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **David Biebel**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period")**.**

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Adminstration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **50**% of the total cost or not to exceed **Twenty-Five Thousand** Dollars **($25,000.00)**. The Grantee shall provide **50**% of the total cost, or **Twenty-Five Thousand** Dollars **($25,000.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.

b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.

2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.

3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.

4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A
Grant Agreement # AD219129 – 022.17

1. Type of Project (check one):

- ☐ Coastal Wetland Protection and Habitat Restoration
- ☐ Nonpoint Source Pollution Control
- ☒ Coastal Resources and Community Planning
- ☐ Great Lakes Education
- ☐ Public Access and Historic Preservation

2. Project Title (max. 15 words): Shoreline Restoration Plan

3. Organization applying:
City of Sheboygan

5. Organization nine-digit DUNS Number:
076144153

4. Contact Person and Address (include full, nine-digit zip code):

David Biebel, Director, Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081

Phone: 920-459-3366 **Email: David.Biebel@sheboyganwi.gov**

6. Primary County where project is located:
Sheboygan

7. Other Counties where project is located:

8. Congressional District #: 6

9. State Senate District #: 9

10. State Assembly District #: 26

11. Total Project Cost: $50,000

12. WCMP Share: $25,000

14. WCMP Percent: %50

13. Applicant Share: $25,000

15. Applicant Percent: %50

16. Brief Summary of the Project (300 word maximum). Include
(a) Project Description (1-2 paragraphs) and
(b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable).
Consider completing this portion of the application last to summarize your proposal.

a. Project Description: The City of Sheboygan and its partners will develop a Shoreline Restoration Plan that establishes coastline management goals that address impaired waterfront functions. The planning process will include a shoreline condition evaluation and analysis of shoreline restoration options, following which a meaningful strategy will be established to implement restoration objectives and guide improvements to shoreline function at degraded areas along the City's Lake Michigan coastline. The Plan will look at and recommend approaches appropriate to 11 individual, pre-prioritized, high-risk impaired shoreline areas and will likely range from structural enhancements to habitat restoration and re-vegetation. Ultimately, the effort will guide how to create, restore, manage, and maintain Sheboygan's shoreline areas along Lake Michigan.

b. Project Tasks/Deliverables:

1. Coordination & Outreach: A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status, as well as post the final plan.
2. Shoreline Condition Evaluation: Conditions will be evaluated through observation and review of available relevant materials including surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos.
3. Plan Development: The project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to the City and stakeholders. These will be summarized in the Shoreline Restoration Plan deliverable, containing options, recommendations, and potential implementation funding mechanisms, designed to protect, restore, and enhance shoreline areas at priority locations. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Attachment A
Grant Agreement # AD219129 – 022.17

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

Shorelines are a major feature in the City, providing a valuable setting for land use and recreation and performing important ecological functions. The Sheboygan shoreline ranges from sandy beaches in the southern portion to coastal bluffs in the northern portion. Erosion is a naturally occurring process, and Lake Michigan's shoreline is continually changing shape in response to it. The lake is at near-record-high levels and waves frequently attack the coastline. The Sheboygan-area Lake Michigan shoreline has already seen significant beach and bluff erosion as a result of recent powerful winter storms.

The City holds ownership and maintenance responsibility of the shoreline within the city limits. Numerous homeowners who have observed significant shoreline erosion adjacent to their lakeside residences have contacted the City over associated concerns. In response to these calls, the City Engineer, along with consulting firm engineers, conducted a preliminary reconnaissance of multiple priority sites on June 16, 2020. During the site visit they noted various erosional impacts and ultimately identified 11 high-priority locations that caused concern for infrastructure, private property, public amenities, coastal habitats, and the safety of the City's residents and visitors. These high-risk erosional areas display impacts such as shore slumping; old or worn infrastructure (armor stone, groins, and revetments that need to be repaired or replaced and stormwater outfalls that need to be relayed or covered); beaches, dunes, natural areas, and bluff vegetation that need to be re-established; and other issues.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
b. Describe how this project is part of an integrated effort or approach.

a. This project will develop a Shoreline Restoration Plan to guide the City of Sheboygan in addressing shoreline erosion and impaired waterfront functions caused by wave energy, gravity, wind, changing lake levels, etc. The planning project will expand on the preliminary shoreline reconnaissance conducted in June 2020, in response to City staff and resident concerns. The purpose of the plan is to:
   - Identify restoration goals and objectives;
   - Identify existing programs, plans and policies that contribute to shoreline restoration;
   - Prioritize degraded areas; and
   - Provide a strategy for implementation of the Plan.

   Additionally, this document will be intended as a basis for partnership between the City of Sheboygan and its citizens, businesses, property owners, governmental entities, and non-governmental organizations. The Plan will aim to ensure conservation, protection, enhancement and proper management of natural resources and shoreline, while providing for a balanced pattern of development and the needs of the City's citizens. The following tasks are included in the planning process:

   <u>Coordination & Outreach:</u> A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. During the meeting, the project team will explain and confirm first steps, goals, and discuss any initial known hurdles to overcome during the Shoreline Restoration Planning

process. City staff will identify critical aspects of the project and share their knowledge of the targeted shoreline areas. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status throughout the process, as well as post the final plan.

Shoreline Condition Evaluation: A preliminary assessment of shoreline conditions at locations throughout Sheboygan was performed on June 16, 2020. Verification of the condition of all shoreline areas to be addressed in the Plan will be required. Conditions will be evaluated through in-person observation and review of available relevant materials. These may include, but are not limited to, land surveys, bathometric surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos. If existing materials are insufficient to evaluate the current shoreline conditions, the project team will obtain the necessary information through supplemental investigation and/or analyses. Observations and materials will be reviewed and discussed with project stakeholders in great detail. This information will be used to evaluate the shoreline restoration options in the planning document.

Analyzing the Options & Long-Term Plan Development: Once existing conditions are evaluated, the project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to project stakeholders. These will be summarized in the unified management Plan designed to protect, restore, and enhance shoreline areas at each of 11 high-risk, priority locations in the City. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Shorelines in their natural state are evolving, changing systems with a shoreline edge that constantly moves and adjusts to seasonal shifts as well as storm events. Such movement conflicts sharply with the inherent human need for stable and fixed boundaries (such as property lines). At each of the 11 identified sites to be addressed in this project, restoration strategies are likely to vary according to land use and other factors. Structural approaches will tend to remain the solution of choice along urbanized shoreline edges, except where opportunities for set-back or managed retreat exist and, therefore, enable incorporation of natural feature components. The Plan will include preliminary engineering to stabilize dunes and enhance existing natural features in some areas. The research will contain habitat restoration plans for re-vegetation in some shoreline areas to re-establish native flora. It will also include engineering that focuses on shoreline protection to prevent further erosion from rising lake levels. Ultimately, the effort will guide how to create, restore, manage, and maintain local shoreline areas along Lake Michigan.

The Plan will help the City identify the level of protection needed to preserve and restore natural or engineered habitats on specific sites. The City and project proponents may use Plan information to prioritize the types and locations for restoration and mitigation actions. Other conservation and restoration groups or agencies could also use the identified goals, objectives, and opportunities to guide their actions.

b. Our project approach includes the exploration of a combination of restoration projects that are designed to maximize the benefits to the damaged natural and engineered resources in Sheboygan and meet the goals and objectives of the City, the County, and our residents and visitors. This

integrated approach is a key element for the sustainable restoration of our shoreline areas. Our proposed coastal management actions will consider all aspects of the City's lakefront areas, including relevant policies and municipal, ecological, and geographical boundaries, use the informed participation and cooperation of all stakeholders to assess project and community goals, and evaluate and recommend targeted actions toward achieving those goals. While this planning effort will focus on 11 specific coastal locations selected for their high-risk potential and immediate need for action, the planning exercise and conclusions and recommendations developed will be transferrable to other coastal sites, lower in priority, which would also benefit from erosional impact mitigation. Both the City and the County could use approaches identified in the plan to further their coastal hazard mitigation efforts. Over the long-term, our shoreline restoration initiative will strive to balance environmental, economic, cultural, and recreational objectives.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
b. Describe the extent to which the project permanently addresses the problem or need.
c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation
Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a. Shorelines are a major feature in Sheboygan, providing valuable ecological, recreational, and cultural functions. For coastal communities like Sheboygan, the growing threat of large storms and rising lake levels are issues with serious implications and repercussions, already evident at the 11 lakefront locations this effort will focus on. While Lake Michigan has been at near-record-high levels, our shoreline has already seen significant beach and bluff erosion as a result of high water and recent powerful storms, causing concern for infrastructure, private property, public amenities, and coastal habitats, as well as for the safety of the City's residents and visitors. And, impacts from storm events will only be exacerbated by rising sea levels, as the deeper offshore water will allow increased wave energy to propagate onto our shoreline. These continuing threats to our City's most valuable resources need to be addressed immediately.

The Shoreline Restoration planning exercise is the first necessary step to address known coastal impacts to these lakefront areas, and will lead to deployment of shoreline mitigation measures that will restore and better protect our shoreline and adjacent resources from large storms and high-water. This project will establish management goals that promote restored shoreline function and a real and

meaningful strategy to implement restoration objectives, directly benefiting the City and its residents who live, work, and play along the shoreline.

b. The coastal mitigation measures identified by the plan will ensure conservation, protection, enhancement and proper management of waterfront resources, while providing for a balanced pattern of development and the needs of City residents. The coastal improvements recommended in the plan will aim to permanently stabilize slopes and shorelines, protecting them from further erosion. In concert with sustainable structural solutions, ecological restoration will be incorporated to provide permanent and critical habitat areas.

While this planning effort will focus on 11 specific coastal locations selected for their degree of impact and immediate need to be addressed, the permanent solutions identified during the planning exercise will be transferrable to other, lower priority sites experiencing coastal erosion. Both the City and the County could use options identified in the plan to further their coastal hazard mitigation efforts for years to come.

c. This planning project will address priorities outlined in Sheboygan County's Hazard Mitigation Plan, updated in 2014, and their draft 2020-2025 Draft Hazard Mitigation Plan. The County's Plans identify goals to collect and utilize data to identify appropriate mitigation projects and develop programs and policies designed to reduce or eliminate impacts of hazards on people and property. The following coastal hazards, that the Shoreline Restoration Plan will help address, are included in these plans:

1. Erosion of coastal bluffs, banks, beaches and near shore lake beds;
2. Flooding from upland runoff, high lake levels and storm-induced surge;
3. Damage to shorelines and shoreline structures from storm waves and ice shoves and dams; and
4. Drownings from rip currents.

According to the Hazard Mitigation Plans, Sheboygan County is at "greatest risk" from coastal erosion and "medium risk" for coastal flooding that threatens homes and other structures along Lake Michigan. Based on this and the hazard statement frequency, the probability of coastal hazards is "very high" for Sheboygan County, and portions of the county along Lake Michigan, like the City of Sheboygan, are at greatest risk. The Hazard Mitigation Plan recognizes impacts to structures, critical facilities (all of which are in the City of Sheboygan), and the economy associated with coastal hazards, with a worst case scenario for potential dollar losses from coastal hazards in Sheboygan County of $96.2M in private damages. This only involves damage to structures themselves, and may not account for damage to personal property inside or adjacent to vulnerable structures. Undertaking the Shoreline Restoration Plan is consistent with addressing the County's coastal hazard priorities, and will help to mitigate these threats and losses.

The project also addresses the goals of the City's Strategic Plan to improve quality of life by effectively maintaining infrastructure, natural resources, and community services in Sheboygan, as each of these are threatened at priority areas to be the focus of the Shoreline Restoration plan. In line with the Strategic Plan goals, the Shoreline Restoration exercise will evaluate areas of insufficiency and develop an action plan and improvement program that identifies and prioritizes the major projects necessary to meet community needs.

d. At its completion, the Shoreline Restoration Plan will provide mitigation and protection solutions for 11 sites that stretch across approximately 5.5 miles of City-owned Lake Michigan coastline. The Plan will benefit a variety of coastal resources, including public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers like Blue Harbor Resort (the largest resort on Lake Michigan), and ecologically-significant zones like coastal dunes and bluffs.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Project Schedule:

Coordination & Outreach	July 2021
Shoreline Condition Evaluation	July-December 2021
Options Analysis & Plan Development	December 2021-May 2022
Project Closeout (approval and adoption)	May-June 2022

b. Deliverable: City of Sheboygan Shoreline Restoration Plan document focused on 11 sites across 5.5 miles of Lake Michigan coastline. The focus sites include public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers, and ecologically significant areas.

c. A kick-off meeting will be held with City staff, engineers, adjacent landowners, and other stakeholders to align everyone on the project's goals, priorities, schedule, and preferred communication methods and frequency. Attendees will be informed of anticipated project tasks and goals, and given an opportunity to provide feedback and relevant information. The City's website will also keep residents and stakeholders engaged and updated on the project, as well as post the final plan. The Shoreline Restoration Plan will be presented at a public meeting for discussion and City approval, before formal adoption of the plan.

d. NA; however the Shoreline Restoration Plan will include provisions for changing lake levels (one of the issues driving this planning process).

5. Project Budget

a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of $60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than $60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than $100,000 should contact the WCMP while they develop their applications.
b. Provide the rate and list items included in Fringe Benefits.
c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity *(do not change categories)*	**WCMP Request**	**Match**	**Total**
Personnel *(names required, if known)*	$	$	$

Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	$25,000	$25,000	$50,000
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$25,000**	**$25,000**	**$50,000**

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	**WCMP Request**	**Match**	**Total**
Personnel	$	$	$
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual			
Stakeholder / Public Involvement	$4,250	$4,250	$8,500
Shoreline Condition Evaluation	$7,150	$7,150	$14,300
Options Analysis & Long-Term Plan Development	$13,600	$13,600	$27,200
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$25,000**	**$25,000**	**$50,000**

6. Budget Description

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The City of Sheboygan has approved the required nonfederal $25,000 match, in direct support of the project, via the Capital Improvements Program.

b. Other funding programs were identified and vetted by the City and consultants, however based on the overall cost, timeline, and nature of the project, the CMP grant is the best fit for the Shoreline Restoration Plan development phase. It is expected elements recommended restoration actions identified in the plan will be eligible for other funding programs. Having a planning document

prepared, with the support of the Wisconsin CMP, will better leverage the City's ability to apply for and secure additional grant funding to implement shoreline restoration actions.

c. The development of a long-term shoreline restoration strategy, goals, and execution plan will be invaluable in leveraging funding from other programs for the implementation of the restoration and protection options selected for the City's priority Lake Michigan shoreline areas. The planning document will beneficially affect the City's ability to apply for and secure additional grant funding, as it will integrate community input, relevant plans, policies and regulations, City goals, site-specific needs, and the environment into a cohesive and well-thought out roadmap to move Shoreline Restoration activities forward. Additionally, part of the Shoreline Restoration Planning process includes developing a funding strategy appropriate for the recommended actions, dramatically increasing the City's ability to leverage additional funding separate from the WCMP.

d. No past WCMP projects are directly related to this project.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles).
b. Develop exceptional marketing, outreach, or education strategies.
c. Encourage coast-wide projects or solutions.
d. Engage underrepresented communities.

a. The City will continue to work with the various Sheboygan County departments including Planning & Conservation, Health & Human Services, and the Bay Lake Regional Planning Commission (BLRPC) to obtain technical advice, information, and feedback during the analysis, development of mitigation and repair options. Sheboygan County and BLRPC will be given the opportunity to participate in the planning process through the kick-off meeting and other public meetings, and afforded a chance to review the final Plan document before its final approval and adoption.

b. Adjacent landowners, city residents, and other stakeholders will be involved and kept informed of input and feedback opportunities and the project's status throughout the Shoreline Restoration Plan process. It is a goal of the City to effectively and consistently maintain communication and encourage dialogue amongst residents, stakeholders, and governmental agencies to ensure the success and sustainability of the Plan and the shoreline restoration measures it recommends. The City and its selected consultant may develop marketing, outreach and education materials, such as a 2-page graphic project summary, to distribute at targeted steps throughout the planning process, namely during project kick-off and before final approval and adoption. Not only will these materials aim to educate the community about the project, we hope we can inspire, educate, and enable people to encourage a healthy and resilient coastal community in Sheboygan. Due to the COVID-19 public health crisis, the City will utilize and make available digital distribution and participation options to interested parties. Appropriate health and safety measures will be employed during public meetings, including mask requirements, social distancing, health screenings, and others.

c. The strategies developed in this phase will be applicable to similar situations along Wisconsin's Lake Michigan shoreline. Through organizations like BLRPC and Sheboygan County, the City can distribute our Shoreline Restoration Plan to other waterfront communities, which may encourage coast-wide projects our solutions due to efficiencies gained from using our process and plan as a template for their own efforts.

d. The wider the variety of worldviews and experiences that inform our Shoreline Restoration planning process, the more likely it is that the resulting plan and implementation actions will be successful and address the needs and opportunities of even our community's most vulnerable. To encourage this variety of inputs, we must provide equitable access to engagement and encourage input from as much of the community as possible. To engage underrepresented members of the Sheboygan community, the City and project partners will identify who is underrepresented, discuss what factors would encourage their participation and what barriers would prevent it, and purposefully seek the perspective, expertise, and experience of those groups. Sheboygan will work with local partners to identify and set up engagement opportunities at places likely to run into a broad section of the community and invest time connecting with member organizations working with focus populations to multiply our reach. We will provide user-friendly materials and, if appropriate, address language barriers.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM

1. For audio productions:

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. For video productions:

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. For printed documents and work products, including web-based publications:

Wisconsin Coastal Management Program Logo (also available as electronic file):

WISCONSIN COASTAL MANAGEMENT PROGRAM

National Oceanic and Atmospheric Administration Logo (also available as electronic file):

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17 The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
    - Overview at the Federal Geographic Data Committee's home page, http://fgdc.gov.
    - Plain language overview, http://geology.usgs.gov/tools/metadata/tools/doc/ctc/

Geospatial Metadata will identify the following:

Identification Information
Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information
Raster, vector or indirect link to location included here.

Spatial Reference Information
Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information
A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information
Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference
Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see https://www.sco.wisc.edu/coordinate-reference-systems/

Means of transmittal

Media:
CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:
The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov/ after acceptance, and no later than upon publication, of the paper by a journal.

Format
Fully compatible with ArcInfo©

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity*. The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review*. The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation*. If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation*. When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and

2. Coordinate remedial action.

III

Res. No. ____-21-22. By Alderpersons Dekker and Perrella. July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to accept two grants from the Wisconsin Coastal Management Program.

WHEREAS, the City has been awarded two grants, each in the amount of $25,000, from the Wisconsin Coastal Management Program; and

WHEREAS, the Wisconsin Coastal Management Program is administered by the State of Wisconsin Department of Administration; and

WHEREAS, one of the grants (Grant No. AD219129-022.16) will be used to support the development of an updated Comprehensive Outdoor Recreation Plan; and

WHEREAS, the other grant (Grant No. AD219129-022.17) will be used to develop a Shoreline Restoration Plan; and

WHEREAS, copies of the Grant Agreements are attached to this Resolution; and

WHEREAS, the Grant Agreement for Grant No. AD219129-022.16 identifies Joe Kerlin as the City employee responsible for the administration of the Agreement; and

WHEREAS, the Grant Agreement for Grant No. AD219129-022.17 identifies David Biebel as the City employee responsible for the administration of the Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is authorized to accept this grant from the State of Wisconsin.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are instructed to take the steps necessary to comply with the terms and conditions specified in the Grant Agreements.

_____

_____

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

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand** Dollars **($25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand** Dollars (**$25,000.00**) for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) This Agreement (including all attachments)
2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson

TITLE: Mayor

DATE: _____

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATION

BY: _____
Dawn Vick

TITLE: Administrator

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Joe Kerlin**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Adminstration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **50**% of the total cost or not to exceed **Twenty-Five Thousand** Dollars **($25,000.00)**. The Grantee shall provide **50**% of the total cost, or **Twenty-Five Thousand** Dollars **($25,000.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.

b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.

2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.

3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.

4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A
Grant Agreement # AD219129 – 022.16

1. Type of Project (check one):

- ☐ Coastal Wetland Protection and Habitat Restoration
- ☐ Nonpoint Source Pollution Control
- ☑ Coastal Resources and Community Planning
- ☐ Great Lakes Education
- ☐ Public Access and Historic Preservation

2. Project Title (max. 15 words): City of Sheboygan Comprehensive Outdoor Recreation and Coastal Resources Planning

3. Organization applying:
City of Sheboygan

5. Organization nine-digit DUNS Number:
076144153

4. Contact Person and Address (include full, nine-digit zip code):

Joe Kerlin, Superintendent of Parks and Forestry

2026 New Jersey Avenue

Sheboygan, WI 53081-4714

Phone: 920-459-3459 **Email:** joe.kerlin@sheboyganwi.gov

6. Primary County where project is located:
Sheboygan

7. Other Counties where project is located:

8. Congressional District #: 6

9. State Senate District #: 9

10. State Assembly District #: 26

11. Total Project Cost: $50,000

12. WCMP Share: $25,000

14. WCMP Percent: 50 %

13. Applicant Share: $25,000

15. Applicant Percent: 50 %

16. Brief Summary of the Project (300 word maximum). Include

(a) Project Description (1-2 paragraphs) and

(b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable.

Consider completing this portion of the application last to summarize your proposal.

a. Project Description:

The outcome of this project will be an adopted Comprehensive Outdoor Recreation Plan (CORP) that maximizes outdoor recreational opportunities serving both residents and visitors drawn to the unique Lake Michigan coastline and its related streams and rivers. The plan will balance the community's recreational needs and prioritize best management practices between recreational programs, public access, and responsible interface with coastal resources.

b. Project Tasks/Deliverables:

1. Report: A final document containing an updated five year CORP for years 2021 – 2025.
2. Report: Community Survey results and comments from in person and an online survey concerning park and recreational usage, future needs and maintenance of the City's parks.
3. Public Engagement: At least three public meetings along with the community survey will be organized to assess and gather information from the citizenry. Outreach and information gathering will further occur through social media and website platforms.
4. Information gathering: At least five facilitated meetings will occur with the comprehensive steering committee and Parks Commission.

Example:

1. *Report: A final report containing the findings and recommendations of the project will be completed and distributed to participants and local decision-makers.*
2. *Public outreach: The organization will host at least five public meetings.*
3. *Website: A website will include information about public meetings and post any plans and reports published.*

Attachment A
Grant Agreement # AD219129 – 022.16

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Sheboygan's current five year CORP is for years 2016 – 2020. City Park and Planning staff updated the previous 2008 – 2013 without service of a contracted facilitator. The City is requesting grant aid from the Wisconsin Coastal Management Program to work with a contracted facilitator to update the City's plan for 2022 – 2026

The proximity to Lake Michigan increases both the popularity of Sheboygan's open space/recreational system and the responsibility of protecting the waters of Lake Michigan from the potential impacts of recreational use on related shoreline conditions, stormwater management, drainage strategies, roads /parking, water recreational use, choice of paving materials and the management of associated vegetation. The CORP Plan will need to identify and define strategies on how to best manage stormwater and water quality with the priority being the protection of Lake Michigan.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
b. Describe how this project is part of an integrated effort or approach.

a. The City is requesting funding to revise and update its CORP. Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

The primary purpose of the CORP for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.

b. The report will view outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The project will integrate available local community plans as well as land and water studies including:

- Sheboygan County land, water conservation plans including the county CORP
- Sheboygan's Stormwater Management Plan update
- Sheboygan's Comprehensive Plan
- Sheboygan's Sustainability Plan
- Sheboygan's Strategic Plan
- Sheboygan's Economic Development Plan
- Maywood Environmental Park Master Plan – to be completed 2021
- Jaycee Park Master Plan – to be completed 2020

3. Impact on Coastal Resources: Address <u>all</u> of the issues listed below as they relate to your project.

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
b. Describe the extent to which the project <u>permanently</u> addresses the problem or need.
c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation

Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a. Updating Sheboygan's current CORP plan is critical in looking forward in providing local programmed recreation, a well-managed open space system, connectivity of trails and being good stewards of our unique coastal environment. The City of Sheboygan comprises nearly 15.82 Square miles of Lake Michigan Basin, with the Sheboygan River and the Pigeon River being two major distributaries to Lake Michigan. There is roughly 5.70 miles of Lake Michigan shoreline most of which is managed by the City. There are 36 City Parks making up 705 acres of land. Of these 36 parks, 24 of them, having a total of 661 acres, are adjacent to Lake Michigan, the Sheboygan River or the Pigeon River. There is 1.60 miles of public beach, 288-slip marina, six boat launches and one canoe/kayak launch. The City also has eight miles of paved walking trails with over half along rivers and the lake. Any development or preservation within the city parks would inherently have an effect on Lake Michigan and its coastline.

b. State and Federal government provide funding to local governments for the acquisition and development of parks. Most of the programs require that a local government maintain, by resolution, a five year CORP with the specific project noted in the plan. A few of the Federal Programs include land and water conservation fund and recreational trails act. Some of the Wisconsin State funds include acquisition and development of park and urban green space, urban rivers programs, recreational boating facilities, surface water grants, lake and river protection grants and urban forestry grants. The City would like to work with a contracted facilitator that not only has a strong park development background but also a strong land and water conservation background, to aid in the revision of the current plan to include future coastal protection.

c. This plan will need to complement regional and state initiatives and increase the awareness of how to best manage the resources of the coastal environs of Sheboygan with an emphasis on accessible parks and recreation, community wellness, the interface with natural areas and the protection of Lake Michigan.

Several of the Sheboygan County's Land and Water Conservation Plans make reference to not only open space recreation and needs to but also to restoring environmental integrity and the recreation values. From the mouth of the Sheboygan River along Lake Michigan to Sheboygan Fall, roughly 14 miles of the river is on the Impaired Waters List. Many of the Sheboygan River AOC Fish & Wildlife projects with shoreline restoration and stabilization are happening in the City. These efforts will need to continue and will more and more be the responsibility of the City. The Lakewide Action and Management Plan calls into action assessing, restoring, protecting and monitoring the ecosystem health of the Great Lakes and river systems. Sheboygan also has a new storm water management plan that will be referred to in development and maintenance of the City's park system. Finally, the Great Lakes have seen its highest water levels since 1986. The City is experiencing flooding and erosion along the shoreline. Great lakes Shorelands Management Programs will need to be part of the new plan.

d. The end result of this process will be a functional comprehensive five year plan for the City of Sheboygan. Sheboygan County works with several smaller communities in the county to keep an up to date plan. Even though the City is separate, many parts of the plans cover the same areas and work together. A good example is the County's non-motorized transportation facilities that are shared. The plan will need to be approved by resolution and will be a guide for park acquisitions, development and maintenance for years to come. Specific projects in the plan will have a higher priority by the city for funding and thousands of dollars will be applied for under the programs listed above, because of the plan, the city will be eligible to receive those funds.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Project Timeline: July 1, 2021 – March 16, 2022
July 1-August:
Meetings with A CORP project steering committee appointed by the Mayor and the Marina, Parks and Forestry Commission (MPFC) will begin. Request for Proposal if needed, for a contracted facilitator will be completed. Review available information along with the 2016-2020 plan.

September-October:

Host public meetings and continue with steering and MPFC discussions. Create and distribute community needs survey. Advertise all meetings and survey on all city social media and document all meetings and allow comments on the Department of Public Works website.

November-December:

Continue with steering and MPFC discussions. Develop draft CORP and receive feedback from public through meetings, website and social media.

January-February:

Final edits are made to the draft document.

March – March 16, 2021

Plan will be reviewed by MPFC, Public Works Committee and recommended to the City of Sheboygan Common Council for approval on March 16th.

b. Project deliverable include:

- Seven facilitated meetings with the steering and parks committees: Coordinated meeting dates with contracted facilitator and committee members.
- Three public meetings: Set meeting dates, advertise, engage public, facilitate a discussion and record comments.
- Information gathering survey: Develop survey with contracted facilitator and committee members. Open the survey to public via public meetings, website and social media. Compile results.
- CORP draft document: Using available data, facilitated meetings and survey results, the contracted facilitator will prepare a draft plan for committee and public review.
- Council approve CORP document for the City of Sheboygan: Draft document will be referred to MPFC and Public Works for approval and recommended to the Common Council.

c. The plan updates will evaluate existing conditions, analyze needs and desires, develop a capital improvements plan, and help guide adoption and implementation of the plan. Opportunities to engage the public and stakeholders will be incorporated during the planning process using an online survey, public informational meetings, website, and social media. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

d. It will help develop strategies for better storm water management dealing with changing weather patterns; volumes of precipitation and how we design and place site amenities / structures serving our recreational needs. These strategies can also recommend improvements in the open space system identifying opportunities for green infrastructure. Green infrastructure can play a major role in operational cost reductions, advancing sustainability, reducing flooding impacts on adjacent properties, increase permeability and play a major role in achieving higher water quality. The ultimate outcome is to achieve better stewardship of our natural resources with the grand prize is being a better neighbor to Lake Michigan.

5. Project Budget

a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of $60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than $60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than $100,000 should contact the WCMP while they develop their applications.
b. Provide the rate and list items included in Fringe Benefits.
c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity *(do not change categories)*	**WCMP Request**	**Match**	**Total**
Personnel *(names required, if known)*	$	$	$
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	$25,000	$25,000	$50,000
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			

Totals			

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	**WCMP Request**	**Match**	**Total**
Personnel	$23,500	$23,500	$47,000
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel	$500	$500	$1,000
Supplies	$500	$500	$1,000
Contractual			
Construction			
Other	$500	$500	$1,000
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$25,000**	**$25,000**	**$50,000**

Table 3: Additional budget items (optional)

Activity	**WCMP Request**	**Match**	**Total**
	$	$	$
Totals			

6. Budget Description

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The matching funds for this project will come from the Department of Public Works Contracted Services Fund. This fund is budgeted annually and is used for unforeseen improvements and matching grant opportunities. City staff will also have a large investment of time not seen on this application.

b. Other than city funds, no other moneys have been applied for at this time.

c. The City has the budgeted funds for the matching of the WCMP grant. More importantly, by having a Current CORP the city will be eligible for funds as stated in 3.b. Several City partners like Sheboygan County, Lakeshore Natural Recourses and Maywood Environmental Center, will be involved in the plan and investing their staff time to aid in the completion of the plan. Letters of support by these three partners have been attached to this application.

d. In 2017 WCMP matching funds were received by the City for purchase and installation of an ADA accessible canoe/kayak launch on the Sheboygan River in Kiwanis Park. This was a great partnership that allows the public an accessible way of interacting with the Sheboygan River. What better way to promote the work that has been done to clean the river and give access not only to river but also Lake Michigan and its water trail! I can report that the launch is heavily used. There is hardly a time where I'm in the park that the launch is not being used by kayakers. I stop and talk with them and they are very appreciative for having the easy to use launch.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles).
b. Develop exceptional marketing, outreach, or education strategies.
c. Encourage coast-wide projects or solutions.
d. Engage underrepresented communities.

a. There are many organizations that currently work together and with the city to better many areas of the parks and open spaces in the city. A few of the most current items are:

- Restore North Point Buff – the city is working with Lakeshore Natural Resources Partnership, Fund for Lake Michigan, Sheboygan Neighborhood Associations, WisCorps and UW Extension to remove invasive species along the bluff and replant native trees, shrubs and plants.
- Sheboygan River Map – The City is working with LNRP, Camp Y-Koda, DNR, and Sheboygan River Basin Partnership on the design and production of a map for the Sheboygan River.
- Sheboygan River Restoration - Even though the initial project was completed in 2012, the many groups that are part of this still meet annually to discuss progress being made.
- Ash Tree Mitigation – The City received funds from the WDNR to write a forestry plan in 2016 and have also received money for planting new trees from The DNR, Bay Lakes Regional Planning Commission and Sheboygan Rotary group known as ROOTS, (Restoration Of Our Trees Sheboygan.)
- South Pier Restoration – The US Army Corps of Engineers is reconstructing Sheboygan's South Pier. The project started this year and is scheduled through 2023.
- Great Lakes Water Safety – The City formed a Water Safety group in 2016 in response to three drowning's in Lake Michigan. The City worked closely with the Chamber, Great Lakes Water Safety, Sheboygan Schools, Police, Fire, County and volunteer citizens to make the city's lakefront safer.

The City Parks Department has many other partnerships. There are currently six annual agreements with non-profit groups using park space and three annual agreements for private use of our parks. Private use is a business agreement where the company is providing services for a fee to enhance and add usage to our parks. There are also 10 set annual celebrations in our parks used by non-profits for a fee and many others that are not annual.

b. Along with a series of pubic outdoor comprehensive planning workshops, the city plans to use online social engagement platforms to connect with all communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

c. A good example of a coast-wide project that will be addressed in the plan is the possibility of a hazardous water flag warning system. Partnering with the Great Lakes Water Safety has allowed the City be an active partner in improving beach safety. A universal flag warning system for all of the Great Lakes is one of the initiatives.

The plan updates need to consider the things we are learning related to current events and trends that are directly affecting our daily lives and the environment. The current impacts of the Coronavirus on the personal health of our citizens have put greater emphasis on local recreational facilities and their ability to provide people with an outlet for both physical and mental wellness. These resources both natural and recreationally planned are serving multi-generational needs at an individual, family and community level. They need to provide the space necessary for residents to be active in an open and safe environment.

Another trend of equal importance is the health of our natural areas and the protection of the waters of Lake Michigan.
The CORP plan will help develop strategies to protect natural areas, habitat, and wetlands.

d. The city plans to use online social engagement platforms to connect with underrepresented communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents including the underrepresented populations and allow civic engagement opportunities in the plan development process.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM

1. ***For audio productions:***

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. ***For video productions:***

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. ***For printed documents and work products, including web-based publications:***

Wisconsin Coastal Management Program Logo (also available as electronic file):

WISCONSIN COASTAL MANAGEMENT PROGRAM

National Oceanic and Atmospheric Administration Logo (also available as electronic file):

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17 The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
    - Overview at the Federal Geographic Data Committee's home page, http://fgdc.gov.
    - Plain language overview, http://geology.usgs.gov/tools/metadata/tools/doc/ctc/

Geospatial Metadata will identify the following:

Identification Information
Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information
Raster, vector or indirect link to location included here.

Spatial Reference Information
Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information
A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information
Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference
Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see https://www.sco.wisc.edu/coordinate-reference-systems/

Means of transmittal

Media:
CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:
The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov/ after acceptance, and no later than upon publication, of the paper by a journal.

Format
Fully compatible with ArcInfo©

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity*. The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review*. The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation*. If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

> a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
>
> b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation*. When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and

2. Coordinate remedial action.

GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF SHEBOYGAN

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand** Dollars **($25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand** Dollars **($25,000.00)** for eligible activities herein described; and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

1) This Agreement (including all attachments)
2) Grantee's Proposal (as accepted by the State) See Attachment A

CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson

TITLE: Mayor

DATE: _____

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATION

BY: _____
Dawn Vick

TITLE: Administrator

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **David Biebel**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.

2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period").

ARTICLE 6. STANDARDS OF PERFORMANCE

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 11. TERMINATION AT WILL

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

ARTICLE 12. TERMINATION FOR NONAPPROPRIATION

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

ARTICLE 13. FAILURE TO PERFORM

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 14. PUBLICATIONS

The Grantee may publish materials produced under this Agreement subject to the following conditions:

a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Adminstration under the terms and conditions of this Agreement." (see Attachment B for further guidance).

ARTICLE 15. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 16. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 17. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 18. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 19. EXTRA WORK

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

ARTICLE 20. LABOR STANDARDS

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

ARTICLE 21. CHOICE OF LAW AND VENUE

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

FISCAL TERMS AND CONDITIONS

ARTICLE 22. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

ARTICLE 23. SOURCE OF FUNDS

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

ARTICLE 24. VARIANCES

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

ARTICLE 25. LIMITATION ON COSTS

Reimbursement by the Department shall be **50%** of the total cost or not to exceed **Twenty-Five Thousand** Dollars **($25,000.00)**. The Grantee shall provide **50%** of the total cost, or **Twenty-Five Thousand** Dollars **($25,000.00)**. See itemized budget in Attachment A.

ARTICLE 26. ELIGIBLE COSTS

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.

2. Costs only as identified in the Budget and described in the Scope of Work are allowed.

3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

ARTICLE 27. ALLOWABLE COSTS

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

ARTICLE 28. REIMBURSEMENT OF FUNDS

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 29. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

ARTICLE 30. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

ARTICLE 31. METHOD OF PAYMENT

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist
Department of Administration
Division of Intergovernmental Relations
101 East Wilson Street, 9th Floor
PO Box 8944
Madison, WI 53708-8944

a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.

b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Submit To:

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx).

ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

ARTICLE 34. PERFORMANCE REPORTS

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.

2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.

3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.

4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

SPECIAL TERMS AND CONDITIONS

ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 36. REASONABLE COSTS

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 37. AUDITS

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 38. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 39. PATENT INFRINGEMENT

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 40. PROGRAM INCOME

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period receding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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Attachment A
Grant Agreement # AD219129 – 022.17

1. Type of Project (check one):

- ☐ Coastal Wetland Protection and Habitat Restoration
- ☐ Nonpoint Source Pollution Control
- ☒ Coastal Resources and Community Planning
- ☐ Great Lakes Education
- ☐ Public Access and Historic Preservation

2. Project Title (max. 15 words): Shoreline Restoration Plan

3. Organization applying:
City of Sheboygan

5. Organization nine-digit DUNS Number:
076144153

4. Contact Person and Address (include full, nine-digit zip code):
David Biebel, Director, Public Works
2026 New Jersey Avenue
Sheboygan, WI 53081
Phone: 920-459-3366 **Email: David.Biebel@sheboyganwi.gov**

6. Primary County where project is located:
Sheboygan

7. Other Counties where project is located:

8. Congressional District #: 6

9. State Senate District #: 9

10. State Assembly District #: 26

11. Total Project Cost: $50,000

12. WCMP Share: $25,000

14. WCMP Percent: %50

13. Applicant Share: $25,000

15. Applicant Percent: %50

16. Brief Summary of the Project (300 word maximum). Include
(a) Project Description (1-2 paragraphs) and
(b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable).
Consider completing this portion of the application last to summarize your proposal.

a. Project Description: The City of Sheboygan and its partners will develop a Shoreline Restoration Plan that establishes coastline management goals that address impaired waterfront functions. The planning process will include a shoreline condition evaluation and analysis of shoreline restoration options, following which a meaningful strategy will be established to implement restoration objectives and guide improvements to shoreline function at degraded areas along the City's Lake Michigan coastline. The Plan will look at and recommend approaches appropriate to 11 individual, pre-prioritized, high-risk impaired shoreline areas and will likely range from structural enhancements to habitat restoration and re-vegetation. Ultimately, the effort will guide how to create, restore, manage, and maintain Sheboygan's shoreline areas along Lake Michigan.

b. Project Tasks/Deliverables:

1. Coordination & Outreach: A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status, as well as post the final plan.
2. Shoreline Condition Evaluation: Conditions will be evaluated through observation and review of available relevant materials including surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos.
3. Plan Development: The project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to the City and stakeholders. These will be summarized in the Shoreline Restoration Plan deliverable, containing options, recommendations, and potential implementation funding mechanisms, designed to protect, restore, and enhance shoreline areas at priority locations. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Attachment A
Grant Agreement # AD219129 – 022.17

1. Background/context: Concisely state the problem or issue that this proposal addresses. Include important background information.

Shorelines are a major feature in the City, providing a valuable setting for land use and recreation and performing important ecological functions. The Sheboygan shoreline ranges from sandy beaches in the southern portion to coastal bluffs in the northern portion. Erosion is a naturally occurring process, and Lake Michigan's shoreline is continually changing shape in response to it. The lake is at near-record-high levels and waves frequently attack the coastline. The Sheboygan-area Lake Michigan shoreline has already seen significant beach and bluff erosion as a result of recent powerful winter storms.

The City holds ownership and maintenance responsibility of the shoreline within the city limits. Numerous homeowners who have observed significant shoreline erosion adjacent to their lakeside residences have contacted the City over associated concerns. In response to these calls, the City Engineer, along with consulting firm engineers, conducted a preliminary reconnaissance of multiple priority sites on June 16, 2020. During the site visit they noted various erosional impacts and ultimately identified 11 high-priority locations that caused concern for infrastructure, private property, public amenities, coastal habitats, and the safety of the City's residents and visitors. These high-risk erosional areas display impacts such as shore slumping; old or worn infrastructure (armor stone, groins, and revetments that need to be repaired or replaced and stormwater outfalls that need to be relayed or covered); beaches, dunes, natural areas, and bluff vegetation that need to be re-established; and other issues.

2. Project Description:

a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
b. Describe how this project is part of an integrated effort or approach.

a. This project will develop a Shoreline Restoration Plan to guide the City of Sheboygan in addressing shoreline erosion and impaired waterfront functions caused by wave energy, gravity, wind, changing lake levels, etc. The planning project will expand on the preliminary shoreline reconnaissance conducted in June 2020, in response to City staff and resident concerns. The purpose of the plan is to:
   - Identify restoration goals and objectives;
   - Identify existing programs, plans and policies that contribute to shoreline restoration;
   - Prioritize degraded areas; and
   - Provide a strategy for implementation of the Plan.

   Additionally, this document will be intended as a basis for partnership between the City of Sheboygan and its citizens, businesses, property owners, governmental entities, and non-governmental organizations. The Plan will aim to ensure conservation, protection, enhancement and proper management of natural resources and shoreline, while providing for a balanced pattern of development and the needs of the City's citizens. The following tasks are included in the planning process:

   Coordination & Outreach: A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. During the meeting, the project team will explain and confirm first steps, goals, and discuss any initial known hurdles to overcome during the Shoreline Restoration Planning

process. City staff will identify critical aspects of the project and share their knowledge of the targeted shoreline areas. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status throughout the process, as well as post the final plan.

Shoreline Condition Evaluation: A preliminary assessment of shoreline conditions at locations throughout Sheboygan was performed on June 16, 2020. Verification of the condition of all shoreline areas to be addressed in the Plan will be required. Conditions will be evaluated through in-person observation and review of available relevant materials. These may include, but are not limited to, land surveys, bathometric surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos. If existing materials are insufficient to evaluate the current shoreline conditions, the project team will obtain the necessary information through supplemental investigation and/or analyses. Observations and materials will be reviewed and discussed with project stakeholders in great detail. This information will be used to evaluate the shoreline restoration options in the planning document.

Analyzing the Options & Long-Term Plan Development: Once existing conditions are evaluated, the project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to project stakeholders. These will be summarized in the unified management Plan designed to protect, restore, and enhance shoreline areas at each of 11 high-risk, priority locations in the City. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Shorelines in their natural state are evolving, changing systems with a shoreline edge that constantly moves and adjusts to seasonal shifts as well as storm events. Such movement conflicts sharply with the inherent human need for stable and fixed boundaries (such as property lines). At each of the 11 identified sites to be addressed in this project, restoration strategies are likely to vary according to land use and other factors. Structural approaches will tend to remain the solution of choice along urbanized shoreline edges, except where opportunities for set-back or managed retreat exist and, therefore, enable incorporation of natural feature components. The Plan will include preliminary engineering to stabilize dunes and enhance existing natural features in some areas. The research will contain habitat restoration plans for re-vegetation in some shoreline areas to re-establish native flora. It will also include engineering that focuses on shoreline protection to prevent further erosion from rising lake levels. Ultimately, the effort will guide how to create, restore, manage, and maintain local shoreline areas along Lake Michigan.

The Plan will help the City identify the level of protection needed to preserve and restore natural or engineered habitats on specific sites. The City and project proponents may use Plan information to prioritize the types and locations for restoration and mitigation actions. Other conservation and restoration groups or agencies could also use the identified goals, objectives, and opportunities to guide their actions.

b. Our project approach includes the exploration of a combination of restoration projects that are designed to maximize the benefits to the damaged natural and engineered resources in Sheboygan and meet the goals and objectives of the City, the County, and our residents and visitors. This

integrated approach is a key element for the sustainable restoration of our shoreline areas. Our proposed coastal management actions will consider all aspects of the City's lakefront areas, including relevant policies and municipal, ecological, and geographical boundaries, use the informed participation and cooperation of all stakeholders to assess project and community goals, and evaluate and recommend targeted actions toward achieving those goals. While this planning effort will focus on 11 specific coastal locations selected for their high-risk potential and immediate need for action, the planning exercise and conclusions and recommendations developed will be transferrable to other coastal sites, lower in priority, which would also benefit from erosional impact mitigation. Both the City and the County could use approaches identified in the plan to further their coastal hazard mitigation efforts. Over the long-term, our shoreline restoration initiative will strive to balance environmental, economic, cultural, and recreational objectives.

3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
b. Describe the extent to which the project permanently addresses the problem or need.
c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	• Acres of habitat restored or protected
Nonpoint Source Pollution Control	• Reduction in tons of soil erosion/sedimentation
Great Lakes Education	• Number of people trained • Projected audience
Coastal Resources and Community Planning	• Number of municipalities included in a plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	• Linear feet of coastline made accessible or acquired • Acres Acquired

a. Shorelines are a major feature in Sheboygan, providing valuable ecological, recreational, and cultural functions. For coastal communities like Sheboygan, the growing threat of large storms and rising lake levels are issues with serious implications and repercussions, already evident at the 11 lakefront locations this effort will focus on. While Lake Michigan has been at near-record-high levels, our shoreline has already seen significant beach and bluff erosion as a result of high water and recent powerful storms, causing concern for infrastructure, private property, public amenities, and coastal habitats, as well as for the safety of the City's residents and visitors. And, impacts from storm events will only be exacerbated by rising sea levels, as the deeper offshore water will allow increased wave energy to propagate onto our shoreline. These continuing threats to our City's most valuable resources need to be addressed immediately.

The Shoreline Restoration planning exercise is the first necessary step to address known coastal impacts to these lakefront areas, and will lead to deployment of shoreline mitigation measures that will restore and better protect our shoreline and adjacent resources from large storms and high-water. This project will establish management goals that promote restored shoreline function and a real and

meaningful strategy to implement restoration objectives, directly benefiting the City and its residents who live, work, and play along the shoreline.

b. The coastal mitigation measures identified by the plan will ensure conservation, protection, enhancement and proper management of waterfront resources, while providing for a balanced pattern of development and the needs of City residents. The coastal improvements recommended in the plan will aim to permanently stabilize slopes and shorelines, protecting them from further erosion. In concert with sustainable structural solutions, ecological restoration will be incorporated to provide permanent and critical habitat areas.

While this planning effort will focus on 11 specific coastal locations selected for their degree of impact and immediate need to be addressed, the permanent solutions identified during the planning exercise will be transferrable to other, lower priority sites experiencing coastal erosion. Both the City and the County could use options identified in the plan to further their coastal hazard mitigation efforts for years to come.

c. This planning project will address priorities outlined in Sheboygan County's Hazard Mitigation Plan, updated in 2014, and their draft 2020-2025 Draft Hazard Mitigation Plan. The County's Plans identify goals to collect and utilize data to identify appropriate mitigation projects and develop programs and policies designed to reduce or eliminate impacts of hazards on people and property. The following coastal hazards, that the Shoreline Restoration Plan will help address, are included in these plans:

1. Erosion of coastal bluffs, banks, beaches and near shore lake beds;
2. Flooding from upland runoff, high lake levels and storm-induced surge;
3. Damage to shorelines and shoreline structures from storm waves and ice shoves and dams; and
4. Drownings from rip currents.

According to the Hazard Mitigation Plans, Sheboygan County is at "greatest risk" from coastal erosion and "medium risk" for coastal flooding that threatens homes and other structures along Lake Michigan. Based on this and the hazard statement frequency, the probability of coastal hazards is "very high" for Sheboygan County, and portions of the county along Lake Michigan, like the City of Sheboygan, are at greatest risk. The Hazard Mitigation Plan recognizes impacts to structures, critical facilities (all of which are in the City of Sheboygan), and the economy associated with coastal hazards, with a worst case scenario for potential dollar losses from coastal hazards in Sheboygan County of $96.2M in private damages. This only involves damage to structures themselves, and may not account for damage to personal property inside or adjacent to vulnerable structures. Undertaking the Shoreline Restoration Plan is consistent with addressing the County's coastal hazard priorities, and will help to mitigate these threats and losses.

The project also addresses the goals of the City's Strategic Plan to improve quality of life by effectively maintaining infrastructure, natural resources, and community services in Sheboygan, as each of these are threatened at priority areas to be the focus of the Shoreline Restoration plan. In line with the Strategic Plan goals, the Shoreline Restoration exercise will evaluate areas of insufficiency and develop an action plan and improvement program that identifies and prioritizes the major projects necessary to meet community needs.

d. At its completion, the Shoreline Restoration Plan will provide mitigation and protection solutions for 11 sites that stretch across approximately 5.5 miles of City-owned Lake Michigan coastline. The Plan will benefit a variety of coastal resources, including public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers like Blue Harbor Resort (the largest resort on Lake Michigan), and ecologically-significant zones like coastal dunes and bluffs.

4. Methodology and Timetable

a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Project Schedule:

Coordination & Outreach	July 2021
Shoreline Condition Evaluation	July-December 2021
Options Analysis & Plan Development	December 2021-May 2022
Project Closeout (approval and adoption)	May-June 2022

b. Deliverable: City of Sheboygan Shoreline Restoration Plan document focused on 11 sites across 5.5 miles of Lake Michigan coastline. The focus sites include public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers, and ecologically significant areas.

c. A kick-off meeting will be held with City staff, engineers, adjacent landowners, and other stakeholders to align everyone on the project's goals, priorities, schedule, and preferred communication methods and frequency. Attendees will be informed of anticipated project tasks and goals, and given an opportunity to provide feedback and relevant information. The City's website will also keep residents and stakeholders engaged and updated on the project, as well as post the final plan. The Shoreline Restoration Plan will be presented at a public meeting for discussion and City approval, before formal adoption of the plan.

d. NA; however the Shoreline Restoration Plan will include provisions for changing lake levels (one of the issues driving this planning process).

5. Project Budget

a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of $60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than $60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than $100,000 should contact the WCMP while they develop their applications.
b. Provide the rate and list items included in Fringe Benefits.
c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity *(do not change categories)*	**WCMP Request**	**Match**	**Total**
Personnel *(names required, if known)*	$	$	$

Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	$25,000	$25,000	$50,000
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$25,000**	**$25,000**	**$50,000**

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	**WCMP Request**	**Match**	**Total**
Personnel	$	$	$
Fringe Benefits *(provide rate and included benefits)*			
Equipment			
Travel			
Supplies			
Contractual			
Stakeholder / Public Involvement	$4,250	$4,250	$8,500
Shoreline Condition Evaluation	$7,150	$7,150	$14,300
Options Analysis & Long-Term Plan Development	$13,600	$13,600	$27,200
Construction			
Other			
Indirect Charges *(requested indirect should not exceed 15% of total requested amount)*			
Totals	**$25,000**	**$25,000**	**$50,000**

6. Budget Description

a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The City of Sheboygan has approved the required nonfederal $25,000 match, in direct support of the project, via the Capital Improvements Program.

b. Other funding programs were identified and vetted by the City and consultants, however based on the overall cost, timeline, and nature of the project, the CMP grant is the best fit for the Shoreline Restoration Plan development phase. It is expected elements recommended restoration actions identified in the plan will be eligible for other funding programs. Having a planning document

prepared, with the support of the Wisconsin CMP, will better leverage the City's ability to apply for and secure additional grant funding to implement shoreline restoration actions.

c. The development of a long-term shoreline restoration strategy, goals, and execution plan will be invaluable in leveraging funding from other programs for the implementation of the restoration and protection options selected for the City's priority Lake Michigan shoreline areas. The planning document will beneficially affect the City's ability to apply for and secure additional grant funding, as it will integrate community input, relevant plans, policies and regulations, City goals, site-specific needs, and the environment into a cohesive and well-thought out roadmap to move Shoreline Restoration activities forward. Additionally, part of the Shoreline Restoration Planning process includes developing a funding strategy appropriate for the recommended actions, dramatically increasing the City's ability to leverage additional funding separate from the WCMP.

d. No past WCMP projects are directly related to this project.

7. Bonus objectives. Address all of the issues listed below as they relate to your project.

a. Build partnership alliances with other organizations or agencies (describe their roles).
b. Develop exceptional marketing, outreach, or education strategies.
c. Encourage coast-wide projects or solutions.
d. Engage underrepresented communities.

a. The City will continue to work with the various Sheboygan County departments including Planning & Conservation, Health & Human Services, and the Bay Lake Regional Planning Commission (BLRPC) to obtain technical advice, information, and feedback during the analysis, development of mitigation and repair options. Sheboygan County and BLRPC will be given the opportunity to participate in the planning process through the kick-off meeting and other public meetings, and afforded a chance to review the final Plan document before its final approval and adoption.

b. Adjacent landowners, city residents, and other stakeholders will be involved and kept informed of input and feedback opportunities and the project's status throughout the Shoreline Restoration Plan process. It is a goal of the City to effectively and consistently maintain communication and encourage dialogue amongst residents, stakeholders, and governmental agencies to ensure the success and sustainability of the Plan and the shoreline restoration measures it recommends. The City and its selected consultant may develop marketing, outreach and education materials, such as a 2-page graphic project summary, to distribute at targeted steps throughout the planning process, namely during project kick-off and before final approval and adoption. Not only will these materials aim to educate the community about the project, we hope we can inspire, educate, and enable people to encourage a healthy and resilient coastal community in Sheboygan. Due to the COVID-19 public health crisis, the City will utilize and make available digital distribution and participation options to interested parties. Appropriate health and safety measures will be employed during public meetings, including mask requirements, social distancing, health screenings, and others.

c. The strategies developed in this phase will be applicable to similar situations along Wisconsin's Lake Michigan shoreline. Through organizations like BLRPC and Sheboygan County, the City can distribute our Shoreline Restoration Plan to other waterfront communities, which may encourage coast-wide projects our solutions due to efficiencies gained from using our process and plan as a template for their own efforts.

d. The wider the variety of worldviews and experiences that inform our Shoreline Restoration planning process, the more likely it is that the resulting plan and implementation actions will be successful and address the needs and opportunities of even our community's most vulnerable. To encourage this variety of inputs, we must provide equitable access to engagement and encourage input from as much of the community as possible. To engage underrepresented members of the Sheboygan community, the City and project partners will identify who is underrepresented, discuss what factors would encourage their participation and what barriers would prevent it, and purposefully seek the perspective, expertise, and experience of those groups. Sheboygan will work with local partners to identify and set up engagement opportunities at places likely to run into a broad section of the community and invest time connecting with member organizations working with focus populations to multiply our reach. We will provide user-friendly materials and, if appropriate, address language barriers.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM

1. ***For audio productions:***

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. ***For video productions:***

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

3. ***For printed documents and work products, including web-based publications:***

Wisconsin Coastal Management Program Logo (also available as electronic file):

WISCONSIN COASTAL MANAGEMENT PROGRAM

National Oceanic and Atmospheric Administration Logo (also available as electronic file):

Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17 The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: http://www.fgdc.gov/metadata/csdgm/. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
    - Overview at the Federal Geographic Data Committee's home page, http://fgdc.gov.
    - Plain language overview, http://geology.usgs.gov/tools/metadata/tools/doc/ctc/

Geospatial Metadata will identify the following:

Identification Information
Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information
Raster, vector or indirect link to location included here.

Spatial Reference Information
Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information
A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information
Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference
Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see https://www.sco.wisc.edu/coordinate-reference-systems/

Means of transmittal

Media:
CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:
The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at https://repository.library.noaa.gov/ after acceptance, and no later than upon publication, of the paper by a journal.

Format
Fully compatible with ArcInfo©

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT PROGRAM GRANTS

A. General Guidelines

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity*. The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review*. The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at http://nrc.noaa.gov/ScientificIntegrityCommons.aspx.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. *Initiating Investigation*. If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation*. When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and

2. Coordinate remedial action.

IX

R. C. No. _____ - 21 - 22. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. July 19, 2021.

Your Committee to whom was referred Gen. Ord. No. 10-21-22 by Alderpersons Felde, Ackley, and Bohren adjusting the forfeiture ranges in Sheboygan Municipal Code § 18-47 (Dangerous and Vicious Dogs), § 66-2 (Nuisances), § 70-7 (Marijuana) and § (Possession of Drug Paraphernalia), and adopting an updated Bond Schedule for use in Municipal Court proceedings; 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

X

Other Matters

9.1

Gen. Ord. No. 10 - 21 - 22. By Alderpersons Felde, Ackley, and Bohren. July 6, 2021.

AN ORDINANCE adjusting the forfeiture ranges in Sheboygan Municipal Code § 18-47 (Dangerous and Vicious Dogs), § 66-2 (Nuisances), § 70-7 (Marijuana), and § 70-8 (Possession of Drug Paraphernalia), and adopting an updated Bond Schedule for use in Municipal Court proceedings.

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

Section 1. Section 18-3 of the Municipal Code, entitled "Penalties for violation of chapter" is hereby amended to read as follows:

"Sec. 18-3. *Penalties for violation of chapter.*

. . .

(5) A forfeiture of not less than $250.00, nor more than $1,000.00 for a violation of subsections (b) or (c) of section 18-47.

(6) A forfeiture of not less than $100.00, nor more than $500.00 for a violation of subsections (d), (e), (f), or (g) of section 18-47."

Section 2. Section 66-2 of the Municipal Code, entitled "Penalties" is hereby amended to read as follows:

"Sec. 66-2. *Penalties.*

. . .

(2) A forfeiture of not less than $50.00 or more than $500.00 and, in default of payment thereof, imprisonment not exceeding 90 days for a violation of any other section in this chapter."

Section 3. Section 70-7 of the Municipal Code, entitled "Adoption of state law regarding possession of marijuana" is hereby amended to read as follows:

"Sec. 70-7. *Adoption of state law regarding possession of marijuana.*

. . .

(b) Every person who violates any of the provisions of this section shall, for each such violation, be subject to a forfeiture of not less than $50.00 or more than $500.00."

AHPS

Section 4. Section 70-8 of the Municipal Code, entitled "Possession of drug paraphernalia and adoption of state law regarding controlled substances" is hereby amended to read as follows:

"Sec. 70-8. *Possession of drug paraphernalia and adoption of state law regarding controlled substances.*

. . .

(e) *Penalty.* Any person violating any provision of this article shall be fined not less than $50.00 nor more than $500.00 for the first offense and succeeding offenses during the calendar year. Each day that such violation continues shall be deemed a separate and distinct offense and, in default of payment thereof, imprisonment in the county jail for a period not to exceed 90 days.

. . ."

Section 5. The Common Council adopts the Municipal Court Bond Schedule that is attached to this Ordinance.

Section 6. The amendments to Sections 18-47, 66-2, 70-7, and 70-8 made by this Ordinance and the Bond Schedule adopted by this Ordinance shall apply to violations occurring on or after August 1, 2021. The previous Bond Schedule and versions of Sections 18-47, 66-2, 70-7, and 70-8 shall continue to apply to violations occurring before August 1, 2021.

Barbara Felde

Betty Ackley

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

BOND SCHEDULE

For Use in the Municipal Court

(For violations that are ongoing, the deposit amount is per day)

(Some violations carry non-monetary penalties and/or non-forfeiture fees, costs, and restitution not accounted for in the bond schedule)

(Costs are not added for children 14 years of age and under)

Sec. Number	Violation	Bond Amount	Total with Costs
1-27	Party to the Violation	*No Additional Amount*	
	(Wis. Stat. 939.05(1))		
6-2	Destroying Lawful Posters (50 - 500)	$ 75	$ 155.50
6-33	Improperly Distribute Handbills (50 - 500)	$ 75	$ 155.50
6-34	Distribute Handbills Where Prohibited (50 - 500)	$ 75	$ 155.50
10-2	Open Container		
	Adult (100 - 500)	$ 150	$ 250.00
	Under 18 (0 - 25)	*Use Underage Possession*	
10-3(a)	Possess Alcohol on School Grounds		
	(Wis. Stat. 125.09(2))		
	Adult (0 - 200)	$ 100	$ 187.00
	Age 17-20 -- 1st Offense (0 - 200)	$ 100	$ 187.00
	Age 17-20 -- 2nd Offense (0 - 200)	$ 200	$ 313.00
	Under 17	*Use Underage Possession*	
10-4	Peddling Alcohol Door to Door (50 - 500)	$ 75	$ 155.50
10-5	Licensee Giving Free Meals (50 - 100)	$ 75	$ 155.50
10-6	Restaurateur Giving Free Alcohol (50 - 100)	$ 75	$ 155.50
10-9	Sell, Give to, or Procure for Intoxicated (250 - 500)	$ 350	$ 502.00
10-32	Health Regulations Violations (50 - 500)	$ 75	$ 155.50
10-44	Music License Restrictions (50 - 500)	$ 75	$ 155.50
10-45	Nude or Nearly Nude Dancing (50 - 500)	$ 75	$ 155.50
10-64	Violate Closing Hours, Beer Hall Only (50 - 500)	$ 100	$ 187.00
10-69	Beverages Not Authorized for Sale on Premises (50 - 500)	$ 75	$ 155.50
10-109(a)	Sell without License / Permit (250 - 1000)	$ 350	$ 502.00
10-110	No Licensed Bartender on Premises (250 - 1000)	$ 250	$ 376.00
10-112	Violate Closing Hours (50 - 500)	$ 100	$ 187.00
10-176(a)	Person Sell / Give to Underage		
	1st Offense within 30 months (0 - 500)	$ 100	$ 187.00
	2nd Offense within 30 months (0 - 500)	$ 200	$ 313.00
	3rd Offense within 30 months (0 - 1000)	$ 500	$ 691.00
	4th Offense within 30 Months (0 - 10,000)	$ 1,000	$ 1,321.00
10-176(b)	Permittee / Licensee Sell / Give to Underage		
	1st Offense within 30 months (0 - 500)	$ 100	$ 187.00
	2nd Offense within 30 months (0 - 500)	$ 200	$ 313.00
	3rd Offense within 30 months (0 - 1000)	$ 500	$ 691.00
	4th Offense within 30 Months (0 - 10,000)	$ 1,000	$ 1,321.00

10-176(c)	Permit / Fail to Prevent Underage Consumption		
	1st Offense within 30 months (0 - 500)	$ 100	$ 187.00
	2nd Offense within 30 months (0 - 500)	$ 200	$ 313.00
	3rd Offense within 30 months (0 - 1000)	$ 500	$ 691.00
	4th Offense within 30 Months (0 - 10,000)	$ 1,000	$ 1,321.00
10-176(d)	Encourage / Contribute to Underage Alcohol Violation		
	1st Offense within 30 months (0 - 500)	$ 100	$ 187.00
	2nd Offense within 30 months (0 - 500)	$ 200	$ 313.00
	3rd Offense within 30 months (0 - 1000)	$ 500	$ 691.00
	4th Offense within 30 Months (0 - 10,000)	$ 1,000	$ 1,321.00
10-177(a)	Permittee / Licensee Permitting / Allowing Minor on Premises (0 - 500)	$ 100	$ 187.00
10-177(e)(1)	Underage Procure / Attempt to Procure **(Wis. Stat. 125.07(4)(a))**		
	1st Offense within a year (250 - 500)	$ 250	$ 376.00
	2nd Offense within a year (300 - 500)	$ 300	$ 439.00
	3rd Offense within a year (500 - 750)	$ 500	$ 691.00
	4th Offense within a year (750 - 1000)	$ 750	$ 1,006.00
10-177(e)(2)	Underage Possession / Consumption on Premises		
	1st Offense within a year (250 - 500)	$ 250	$ 376.00
	2nd Offense within a year (300 - 500)	$ 300	$ 439.00
	3rd Offense within a year (500 - 750)	$ 500	$ 691.00
10-177(e)(3)	Underage on Premises (issued to underage) **(Wis. Stat. 125.07(4)(a)(3))**		
	1st Offense within a year (250 - 500)	$ 250	$ 376.00
	2nd Offense within a year (300 - 500)	$ 300	$ 439.00
	3rd Offense within a year (500 - 750)	$ 500	$ 691.00
	4th Offense within a year (750 - 1000)	$ 1,000	$ 1,321.00
10-177(e)(4)	Misrepresent Age to Obtain Alcohol		
	1st Offense within a year (250 - 500)	$ 250	$ 376.00
	2nd Offense within a year (300 - 500)	$ 300	$ 439.00
	3rd Offense within a year (500 - 750)	$ 500	$ 691.00
10-177(g)	Underage Possession / Consumption **(Wis. Stat. 125.07(4)(b))**		
	1st Offense within a year (100 - 200)	$ 100	$ 187.00
	2nd Offense within a year (200 - 300)	$ 200	$ 313.00
	3rd Offense within a year (300 - 500)	$ 300	$ 439.00
	4th Offense within a year (500 - 1000)	$ 500	$ 691.00
10-177(g)	Underage Possession / Consumption (under 17) **(Wis. Stat. 938.344(2))**		
	1st Offense within a year (0 - 30)	$ 30	$ 98.80
	2nd Offense within a year (0 - 100)	$ 100	$ 187.00
	3rd Offense within a year (0 - 500)	$ 500	$ 691.00
10-178(c)(1)	Possess False ID (300 - 1250) **(Wis. Stat. 125.085(3)(b))**	$ 300	$ 439.00
10-178(c)(1)	Possess False Info to Obtain ID (300 - 1250) **Wis. Stat. 125.085(3)(b)**	$ 400	$ 565.00

10-178(c)(1)	Other False Documentation (300 - 1250) **Wis. Stat. 125.085(3)(b)**	$	400	$	565.00
10-178(c)(3)b	Make, Alter, Duplicate False ID (300 - 1250) **(Wis. Stat. 125.085(3)(b))**	$	400	$	565.00
Wis. Stat. 125.33(9)	Campus / Retailer Fail to Purchase Beer from Wholesaler (50 - 500)	$	150	$	250.00
Wis. Stat. 125.69(6)	Tavern Fail to Purchase Liquor from Wholesaler (50 - 500)	$	150	$	250.00
	All Violations in Chapter 10 Not Listed Above (50 - 500)	$	100	$	187.00
14-51	Pool Table / Bowling Alley without License (1 - 25)	$	25	$	92.50
14-92	Unsanitary Dancehall (1 - 25)	$	25	$	92.50
14-93	Improper Conduct in Dancehall (1 - 25)	$	25	$	92.50
14-94	Minor at Public Dancehall after 10pm (50 - 500)	$	25	$	92.50
14-95	Dancehall Closing Regulations (1 - 25)	$	25	$	92.50
14-121	Operating Dance Hall without License (1 - 25)	$	25	$	92.50
14-226	Operating Theater without a License (50 - 500)	$	100	$	187.00
14-263	Violate Terms of Non-Alcoholic Dance Club License (50 - 1000)	$	100	$	187.00
14-263(c)	Permit Under 18 at Non-Alcoholic Club after Curfew (50 - 1000)	$	100	$	187.00
14-263(d)	Violate Closing Hours at Non-Alcoholic Dance Club (50 - 1000)	$	100	$	187.00
14-263(d)	Fail to Announce Curfew at Non-Alcoholic Dance Club (50 - 1000)	$	100	$	187.00
14-263(f)	Possess / Consume / Sell Alcohol at Non-Alcoholic Dance Club (50 - 1000)	$	100	$	187.00
14-286	Operate Dance Club without License (50 - 1000)	$	100	$	187.00
14-301	Amusement Device without License (50 - 500)	$	50	$	124.00
	All Violations in Chapter 14 Not Listed Above (50 - 500)	$	50	$	124.00
18-1	Violate Animal Statutes in Wis. Stat. 951	$	250	$	376.00
18-4	Animal at Large within 5 years				
	1st Offense within 5 years (100 - 250)	$	150	$	250.00
	2nd Offense within 5 years (250 - 1000)	$	300	$	439.00
	3rd Offense within 5 years (500 - 2500)	$	500	$	691.00
18-6	Injure Birds (50 - 100)	$	100	$	187.00
18-7	Selling Colored Animals (25 - 100)	$	50	$	124.00
18-8	Keeping Cattle (25 - 100)	$	50	$	124.00
18-9	Animal Feces (25 - 100)	$	50	$	124.00
18-10	Pet Sanitation Offensive Odor (25 - 100)	$	50	$	124.00
18-11	Fail to Obtain Rabies Vaccination (50 - 100)	$	100	$	187.00
18-12	Pets without Harness or Collar (25 - 100)	$	50	$	124.00
18-14	Keeping of Fowl (25 - 100)	$	50	$	124.00
18-15(d)	Pet in Park / Beach / Public Ground (25 - 100)	$	50	$	124.00
18-15(e)	Feces in Park (125)	$	125	$	218.50
18-16	Feeding Seagulls in Commercial District (25 - 100)	$	50	$	124.00
18-46	Unrestrained Animal (25 - 100)	$	50	$	124.00

18-47(b)	Harbor / Keep / Maintain / Permit Vicious Dog (250 - 1000)	$ 400	$ 565.00	
18-47(c)	Bringing in a Dog Previously Deemed Vicious (250 - 1000)	$ 400	$ 565.00	
18-47(d)	Sell / Give Away / Transfer Ownership of Dangerous or Vicious Dog without Advising Police (100 - 1000)	$ 200	$ 313.00	
18-47(e)	Failure to Notify Police of Dangerous / Vicious Dog Escaping (100 - 500)	$ 200	$ 313.00	
18-47(f)	Dangerous Dog Owner Requirements (100 - 500)	$ 200	$ 313.00	
18-47(g)	Restraint / Confinement of Dangerous Dogs (100 - 500)	$ 200	$ 313.00	
18-48	Dog / Cat Trespass to Private Property (25 - 100)	$ 50	$ 124.00	
18-49	Harbor Animal without License (25 - 100)	$ 50	$ 124.00	
18-57	Operating without Animal Fancier's Permit (25 - 100)	$ 50	$ 124.00	
Wis. Stat. 951.02	Mistreatment of Animals (50 - 500)	$ 250	$ 376.00	
Wis. Stat. 951.13	Fail to Provide Food / Water to Animal (50 - 500)	$ 250	$ 376.00	
Wis. Stat. 951.15	Neglect / Abandon Animal (50 - 500)	$ 250	$ 376.00	
	All Violations in Chapter 18 Not Listed Above (25 - 100)	$ 50	$ 124.00	
	All Violations in Chapter 22, Aviation Code (1 - 100)	$ 50	$ 124.00	
26-37	Violation of Building Code (150 - 750)	$ 500	$ 691.00	
26-37	Violation of Building Code - Sanitation (IPMC 302.1) (150 - 750)	$ 150	$ 250.00	
26-40	Demolition of Building without Permit (150 - 750)	$ 500	$ 691.00	
26-42(a)	Use of Building without Occupancy Permit (150 - 750)	$ 500	$ 691.00	
26-46	Failure to Register Vacant Buildings (150 - 750)	$ 500	$ 691.00	
26-93	Using Contractor's License of Another / Using Forged License / Giving False Evidence to Board of Examiners / Falsely Impersonating Another (150 - 750)	$ 500	$ 691.00	
26-146	Failure to Have a Contractor's / Carpenter License (150 - 750)	$ 500	$ 691.00	
26-196 through 26-360	Electrical Code Violation (50 - 750)	$ 500	$ 691.00	
26-391	Fence Requirements (150 - 750)	$ 500	$ 691.00	
26-436 through 26-584	Heating & Ventilation Code Violation (150 - 750)	$ 500	$ 691.00	
26-616 through 26-620	Drainage Violations (150 - 750)	$ 500	$ 691.00	
26-651 through 26-872	House Maintenance Standards (excluding those listed below) (150 - 750)	$ 500	$ 691.00	*
26-651(c)	Re-let Dwelling Before Correcting Violations (1000)	$ 1,000	$ 1,321.00	
26-651(e)	Maintaining / Using / Occupying Commercial Building with Boarded Windows / Doors (150 - 750)	$ 500	$ 691.00	
26-653	Property Exteriors (150 - 750)	$ 500	$ 691.00	
26-677(c)	Remove / Deface Placard (1000)	$ 1,000	$ 1,321.00	

26-786	Rooming Houses (150 - 750)	$ 500	$ 691.00	
26-906 through 26-1001	Plumbing Code Violation (150 - 750)	$ 500	$ 691.00	
26-1002 through 26-1011	Storm-, Surface, Ground-, and Clearwater Discharge Violations			
	1st Offense (200 - 750)	$ 250	$ 376.00	
	2nd Offense (500 - 1000)	$ 500	$ 691.00	
	3rd Offense (500 - 1000)	$ 1,000	$ 1,321.00	
26-1026 through 26-1036	Swimming Pool / Whirlpool / Spa (150 - 750)	$ 500	$ 691.00	
	All Violations in Chapter 26 Not Listed Above (150 - 750)	$ 500	$ 691.00	
30-31 through 30-36	Alarm Systems (50 - 500)	$ 100	$ 187.00	
34-32 through 34-63	Cemetery Violations (50 - 500)	$ 100	$ 187.00	
30-96 through 30-129	Massage Parlor Regulations (50 - 200)	$ 100	$ 187.00	
30-161	Sale of Drug Paraphernalia (250 - 1000)	$ 250	$ 376.00	
30-162	Sale / Gift of Drug Paraphernalia to a Minor (250 - 1000)	$ 250	$ 376.00	
42-104(b)	Snow Emergency Parking Violation (50)	$ 50	$ 88.00	**
42-107(b)	Violate Non-Parking Emergency Rule (0 - 100)	$ 50	$ 124.00	
	All Violations in Chapter 42 Not Listed Above (50 - 500)	$ 100	$ 187.00	
50-1(b)	Fail to Follow Orders (100 - 200)	$ 150	$ 250.00	
50-2	Fail to Assist at Fire			
	1st Offense (200 - 500)	$ 300	$ 439.00	
	2nd Offense (300 - 500)	$ 400	$ 565.00	
50-3	False Alarms / Tampering with Alarms			
	1st Offense (200 - 500)	$ 300	$ 439.00	
	2nd Offense (300 - 500)	$ 500	$ 691.00	
50-4	Combustible Waste (100 - 200)	$ 150	$ 250.00	
50-5	Sparks from Chimney (100 - 200)	$ 150	$ 250.00	
50-6	Noncombustible Container for Ashes (100 - 200)	$ 150	$ 250.00	
50-7	Christmas Trees (100 - 200)	$ 150	$ 250.00	
50-48	Fail to Remedy Hazardous Conditions (100 - 200)	$ 150	$ 250.00	
50-116 through 50-122	Violations for Obstructing Exists, Aisles, Passageways (100 - 200)	$ 150	$ 250.00	
50-182	Open Burning (100 - 200)	$ 150	$ 250.00	
50-211 through 50-214	Torches / Metal Cutting Devices (100 - 200)	$ 150	$ 250.00	
50-241	Oily Rags (100 - 200)	$ 150	$ 250.00	
50-242	Oily Clothing (100 - 200)	$ 150	$ 250.00	
50-331 and 50-332	Violations Related to Flammable and Combustible Liquids in Tank Vehicles			

	1st Offense (100 - 200)	$	150	$ 250.00
	2nd Offense (200 - 500)	$	350	$ 502.00
50-391 and 50-				
392	Storage of Flammable / Combustible Liquids			
	1st Offense (100 - 200)	$	150	$ 250.00
	2nd Offense (200 - 500)	$	350	$ 502.00
50-421 through				
50-428	Smoking Violations (100 - 200)	$	150	$ 250.00
50-429	Negligent Use of Smoking Materials (100 - 500)	$	300	$ 439.00
50-663 through				
50-669	Smoke Detector Violations (200 - 500)	$	250	$ 376.00
50-698(a)	Fireworks (100 - 1000)	$	250	$ 376.00
50-701	Model Rockets (100 - 1000)	$	250	$ 376.00
	All Violations in Chapter 50 Not Listed Above (100 - 200)	$	100	$ 187.00
	All Violations in Chapter 58, Libraries (25 - 500)	$	25	$ 92.50
66-3	Permit Public Nuisance (50 - 500)	$	150	$ 250.00
66-8	Leaving Unwholesome Matter (50 - 500)	$	150	$ 250.00
66-9	Emitting Smoke / Noxious Fumes (50 - 500)	$	150	$ 250.00
66-10	Termite Infested Wood (50 - 500)	$	150	$ 250.00
66-11	Storage of Materials (50 - 500)	$	150	$ 250.00
66-12	Display of Merchandise Violations (50 - 500)	$	150	$ 250.00
66-13	Property Exteriors (50 - 500)	$	150	$ 250.00
66-41	Violate Statutes / Regulations re: Weeds (50 - 500)	$	150	$ 250.00
66-71	Noise Violation			
	1st Offense (10 - 50)	$	50	$ 124.00
	2nd Offense within 1 year (25 - 100)	$	100	$ 187.00
	3rd Offense within 1 year (50 - 150)	$	150	$ 250.00
66-73	Unnecessary Use of Horn			
	1st Offense (10 - 50)	$	50	$ 124.00
	2nd Offense within 1 year (25 - 100)	$	100	$ 187.00
	3rd Offense within 1 year (50 - 150)	$	150	$ 250.00
66-74	Loud Music			
	1st Offense (10 - 50)	$	50	$ 124.00
	2nd Offense within 1 year (25 - 100)	$	100	$ 187.00
	3rd Offense within 1 year (50 - 150)	$	150	$ 250.00
66-75	Barking Dog / Loud Animal			
	1st Offense (10 - 50)	$	50	$ 124.00
	2nd Offense within 1 year (25 - 100)	$	100	$ 187.00
	3rd Offense within 1 year (50 - 150)	$	150	$ 250.00
66-76	Loud Vehicle			
	1st Offense (10 - 50)	$	50	$ 124.00
	2nd Offense within 1 year (25 - 100)	$	100	$ 187.00
	3rd Offense within 1 year (50 - 150)	$	150	$ 250.00
66-77	Improper Muffler			
	1st Offense (10 - 50)	$	50	$ 124.00
	2nd Offense within 1 year (25 - 100)	$	100	$ 187.00

	3rd Offense within 1 year (50 - 150)	$ 150	$ 250.00	
66-78	Advertising / Drawing Attention via Noise			
	1st Offense (10 - 50)	$ 50	$ 124.00	
	2nd Offense within 1 year (25 - 100)	$ 100	$ 187.00	
	3rd Offense within 1 year (50 - 150)	$ 150	$ 250.00	
66-79	Creating Noise Near Certain Quiet Areas			
	1st Offense (10 - 50)	$ 50	$ 124.00	
	2nd Offense within 1 year (25 - 100)	$ 100	$ 187.00	
	3rd Offense within 1 year (50 - 150)	$ 150	$ 250.00	
66-104(a)	Failure to Comply with Order to Abate (50 - 500)	$ 150	$ 250.00	
66-104(b)	Failure to Appear for Abatement Hearing (50 - 500)	$ 150	$ 250.00	
66-104(c)	Failure to Observe Abatement Plan (50 - 500)	$ 150	$ 250.00	
66-152	Failure to Submit Abatement Plan (50 - 500)	$ 150	$ 250.00	
	All Violations in Chapter 66 Not Listed Above (50 - 500)	$ 150	$ 250.00	
70-1	All State Forfeitures and Misdemeanors (50 - 500)	$ 150	$ 250.00	***
	State Bond Book Violations Not Otherwise Listed Herein	*See State Bond Book*		
70-2	Removal of Ice from Rivers / Lakes (50 - 500)	$ 100	$ 187.00	
70-3(b)	Snag / Foul Fish from Boardwalk (50 - 500)	$ 100	$ 187.00	
70-3(c)	Scale / Gut / Clean Fish on Boardwalk (25 - 100)	$ 50	$ 124.00	
70-3(d)	Skateboarding, Roller Blading, Roller Skating on Boardwalk (25 - 100)	$ 50	$ 187.00	
70-3(e)	Bikes / Motorized Vehicles on Boardwalk (25 - 100)	$ 50	$ 187.00	
70-4	Defrauding Public Transportation (50 - 500)	$ 50	$ 187.00	
70-6	Smoke in Public Building / Area (100 - 250)	$ 200	$ 313.00	
70-6	Smoking in Public Building (Person in Charge)			
	1st Offense (warning)			
	2nd Offense (100)	$ 100	$ 187.00	
70-7	Possess Marijuana (50 - 500)	$ 250	$ 376.00	
70-8	Possess Drug Paraphernalia (50 - 500)	$ 250	$ 376.00	
70-9	Sell / Distribute Isobutyl Nitrite (100 - 200)	$ 150	$ 250.00	
70-42	Gambling (75 - 500)	$ 250	$ 376.00	
70-43	Permit Commercial Gambling (100 - 750)	$ 500	$ 691.00	
70-76(a)	Curfew (10 - 25)	$ 25	$ 92.50	
70-77	Parent Permit Curfew Violation (50 - 200)	$ 100	$ 187.00	
70-79(2)	Truancy			
	1st Offense in year (0 - 50)	$ 50	$ 124.00	
	2nd Offense in year (0 - 100)	$ 100	$ 187.00	
	3 subsequent violations (0 - 500)	$ 200	$ 313.00	
70-79(3)	Habitual Truancy (0 - 500)	$ 250	$ 376.00	
70-80(b)	Contribute to Truancy (75 - 500)	$ 250	$ 376.00	
70-81	Unlawful Sheltering of Minors (25 - 200)	$ 150	$ 250.00	
70-82(b)	Underage Tobacco (0 - 50)	$ 50	$ 124.00	
70-83(b)(1)	Retail Sale of Tobacco to Underage			
	1st Offense (0 - 500)	$ 100	$ 187.00	
	2nd Offense within year (200 - 500)	$ 300	$ 439.00	
70-83(b)(2)	Gift of Tobacco Where Underage Present (0 - 25)	$ 25	$ 92.50	

70-83(b)(4) and (5)	Tobacco Vending Machine Violation				
	1st Offense (0 - 500)	$	100	$	187.00
	2nd Offense within Year (200 - 500)	$	300	$	439.00
70-83(b)(7)	Sale Without Tobacco Stamp				
	1st Offense (0 - 500)	$	100	$	187.00
	2nd Offense within year (200 - 500)	$	300	$	439.00
70-84(b)	Use of Tobacco on School Grounds				
	1st Offense (100 - 200)	$	100	$	187.00
	2nd Offense within year (200 - 1000)	$	200	$	298.00
70-85(a)	Minor Trespass on Railroad Car (0 - 25)	$	25	$	92.50
70-116	Public Indecency (100 - 500)	$	250	$	376.00
70-151	Disorderly Conduct				
	1st Offense (75 - 500)	$	150	$	250.00
	1st Offense - Aggravated (75 - 500)	$	250	$	376.00
	** if domestic violence, add $100 Domestic Abuse Assessment to the total Bond Amount				
70-152(a)	Misconduct on Public Grounds (25 - 100)	$	50	$	124.00
70-152(b)	Loiter on School Grounds (Adult) (25 - 100)	$	100	$	187.00
70-152(c)	Loiter on School Grounds (Juvenile) (25 - 100)	$	100	$	187.00
70-153	Annoying Sprinkling (50 - 500)	$	100	$	187.00
70-181(a)	Unlawful Damage to Property (25 - 250)	$	100	$	187.00
	Special Circumstances in 70-181(c) (0 - 500)	$	250	$	376.00
70-181(b)	Graffiti (25 - 250)	$	100	$	187.00
	Special Circumstances in 70-181(c) (0 - 500)	$	250	$	376.00
70-182	Paint Public Property without Permit (25 - 100)	$	100	$	187.00
70-183	Trespass (75 - 500)	$	150	$	250.00
	Vehicle Enter Lakefront Property between High & Wilson				
70-184(a)	Ave. (50 - 250)	$	100	$	187.00
70-184(b)	Vehicle Enter Bus Transfer Station (50 - 250)	$	100	$	187.00
70-201	Remove Sand / Gravel from Lake Michigan Shore (25 - 100)	$	50	$	124.00
70-202	Retail Theft				
	<u>1st Offense</u>				
	Value of Items Less Than $10	$	50	$	124.00
	Value of Items Between $10 and $25	$	100	$	187.00
	Value of Items Between $25 and $50	$	200	$	313.00
	Value of Items Greater Than $50	$	300	$	439.00
	<u>2nd Offense (within 5 Years)</u>				
	Value of Items Less Than $10	$	150	$	250.00
	Value of Items Between $10 and $25	$	200	$	313.00
	Value of Items Between $25 and $50	$	300	$	439.00
	Value of Items Greater Than $50	$	400	$	565.00
70-217	Misuse of 911				
	1st Offense (75 - 500)	$	150	$	250.00
	2nd Offense within 5 years (150 - 750)	$	250	$	376.00
	3rd Offense Within 5 years (250 - 1000)	$	500	$	691.00

	4th Offense within 5 years (500 - 2500)	$	1,000	$ 1,321.00
70-218(b)(1)	Seize / Exercise Control of Bus (50 - 500)	$	500	$ 691.00
70-218(b)(2)	Intimidate / Threaten Bus Co. Employee (50 - 500)	$	200	$ 313.00
70-218(b)(3)	Dangerous Weapon on Bus (50 - 500)	$	200	$ 313.00
70-218(b)(4)	Discharge Weapon / Missile at / on Bus (50 - 500)	$	200	$ 313.00
70-218(c)(1)	Disorderly Conduct on a Bus (50 - 500)	$	100	$ 187.00
70-218(c)(2)	Consume Alcohol on Bus (50 - 500)	$	100	$ 187.00
70-218(c)(3)	Fail to Obey Bus Driver (50 - 500)	$	100	$ 187.00
70-218(d)(1)	Smoke on Bus (50 - 500)	$	300	$ 439.00
70-218(d)(2)	Eat / Drink on Bus (50 - 500)	$	100	$ 187.00
70-218(d)(3)	Spit on Bus (50 - 500)	$	100	$ 187.00
70-218(d)(4)	Litter on Bus (50 - 500)	$	100	$ 187.00
70-218(d)(5)	Play Music on Bus (50 - 500)	$	100	$ 187.00
70-218(d)(6)	Carry Dangerous Items on Bus (50 - 500)	$	100	$ 187.00
70-218(d)(7)	Refuse to Pay Bus Fare (50 - 500)	$	100	$ 187.00
70-219	Abandoned Refrigerator / Freezer (50 - 250)	$	150	$ 250.00
70-220	Wade / Swim in Water Feature (25 - 100)	$	50	$ 124.00
70-251	Carry Dangerous Weapon (75 - 500)	$	150	$ 250.00
70-253	Carry Specific Weapons without Permit (75 - 500)	$	150	$ 250.00
70-256	Discharge Weapon without Permit (75 - 500)	$	150	$ 250.00
70-257	Discharge Projectile (75 - 500)	$	150	$ 250.00
70-258	Sell / Possess Switchblade (75 - 500)	$	150	$ 250.00
70-263(a)	Sex Offender Violation (1 - 500)	$	200	$ 31.00
Wis. Stat. 167.32	Body Passing (50)	$	50	$ 124.00
Wis. Stat. 167.32	Bring Alcohol into Sports Facility (50)	$	50	$ 124.00
Wis. Stat. 941.2965	Carry / Display Facsimile Firearm (50 - 500)	$	100	$ 187.00
Wis. Stat. 943.21	Defraud Restaurant (50 - 500)	$	100	$ 187.00
Wis. Stat. 943.21(1m)(d)	Defraud Gas Station (0 - 200)	$	175	$ 281.50
Wis. Stat. 943.46	Theft of Cable (50 - 500)	$	150	$ 250.00
Wis. Stat. 943.55	Removal of Shopping Cart (0 - 500)	$	50	$ 124.00
Wis. Stat. 946.41	Obstructing / Resisting (50 - 500)	$	150	$ 250.00
Wis. Stat. 947.012	Annoying Phone Calls / Unlawful Use of Telephone (50 - 500)			
	1st Offense	$	100	$ 187.00
	2nd Offense	$	200	$ 313.00
	3rd Offense	$	500	$ 691.00
Wis. Stat. 947.013(1m)	Intentionally Harass / Intimidate (50 - 500)	$	200	$ 31.00
74-41	In Park After Hours (25 - 100)	$	100	$ 187.00

74-43	Violate 15 mph Speed Limit in Park (25 - 100)	$	50	$	124.00
74-44	Operate Vehicle Off Roadway in Park (25 - 100)	$	100	$	187.00
74-45	Vehicles Prohibited in Jaycee Park (25 - 100)	$	50	$	124.00
74-46	Kill, Maim, Remove Animal in Park (25 - 100)	$	50	$	124.00
74-48	Mischief in Park (25 - 100)	$	50	$	124.00
74-49	Loiter Near Park Toilets (25 - 100)	$	50	$	124.00
74-50	Swim Where Prohibited (25 - 100)	$	50	$	124.00
74-51	Swim in Quarry When No Lifeguards (25 - 100)	$	100	$	187.00
74-52	Disorderly Conduct in Park (25 - 100)	$	100	$	187.00
74-53	Affix Poster / Notice in Park (25 - 100)	$	50	$	124.00
74-54	Sale in Park without Permission of DPW (25 - 100)	$	50	$	124.00
74-55	Carry Bottled Beverage into Wildwood (25 - 100)	$	50	$	124.00
74-56	Alcohol in Park / Beach (25 - 100)	$	50	$	124.00
74-56(c)	Alcohol in Park After Hours (25 - 100)	$	100	$	187.00
74-57	Glass Container in Park (25 - 100)	$	50	$	124.00
74-58	Archery in Park (25 - 100)	$	50	$	124.00
74-59	Golf in Park (25 - 100)	$	50	$	124.00
74-60	Boats on Beaches (25 - 100)	$	50	$	124.00
74-61	Boats at Quarry (25 - 100)	$	50	$	124.00
74-62	Unauthorized Picnic Party (25 - 100)	$	50	$	124.00
74-63	Illegal Fire in Park (25 - 100)	$	50	$	124.00
74-64	Camping in Park (25 - 100)	$	50	$	124.00
74-65	Dig Beach Pits on Independence Day (25 - 100)	$	50	$	124.00
74-66	Park Trespass (25 - 100)	$	50	$	124.00
	All Violations in Chapter 74 Not Listed Above (25 - 100)	$	50	$	124.00
78-29	Transient Merchant Violations (10 - 1000)	$	250	$	376.00
78-29(a)	Prohibited Practice by Transient Merchant (10 - 1000)	$	250	$	376.00
78-56	Transient Merchant Sale in City without Permit (10 - 1000)	$	250	$	376.00
78-101	Mobile Food Vendors Violations (100 - 1000)	$	250	$	376.00
90-2	Train Blocking Intersection				
	1st Offense (25 - 250)	$	50	$	124.00
	2nd Offense (50 - 500)	$	100	$	187.00
90-3	Failure to Maintain Gates / Signals / Bells (25 - 50)	$	50	$	124.00
90-4	Sidetrack & Spur Regulations (50 - 500)	$	150	$	250.00
94-33	Improper Use of Building for Commercial Salvage / Recycling (50 - 100)	$	100	$	187.00
94-34	Improper Enclosure for Salvage / Recycling Yard (50 - 100)	$	100	$	187.00
94-35	Salvage / Recycling Dealer Fail to Provide Information to the Police (50 - 100)	$	100	$	187.00
94-56	Engage in Commercial Salvage / Recycling without License (50 - 100)	$	100	$	187.00
94-64	Display of Salvage / Recycling License (50 - 100)	$	100	$	187.00
94-65	Change Location Without City Endorsement (Salvage / Recycle Business) (50 - 100)	$	100	$	187.00

94-103	Violate Pawnbroker / Secondhand Dealer Requirements				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-126	Pawnbroker Without License				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-127	Display of Pawnbroker License				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-132	Failure of Pawnbroker to Provide Receipt				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-133	Pawnbroker Failure to Label				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-134(a)	Underage Pawn or Sale to Underage of 18				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-134(b)	Receiving Goods from Intoxicated Person				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-134(c)	Receiving Goods from Someone without ID				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-134(d)	Receiving Property with Serial Number Removed				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-134(e)	Giving Property to Pawnbroker That Person Does Not Own				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-134(f)	Giving Pawnbroker False Name or ID				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
94-152	Secondhand Jewery Dealer without License				
	1st Offense (50 - 1000)	$	100	$	187.00
	2nd Offense (500 - 2000)	$	600	$	817.00
98-3	Illegal Sign (50 - 500)	$	100	$	187.00
98-36	Erect Sign Without Permit (50 - 500)	$	100	$	187.00
98-38	Sign Extending Into Right-of-Way (10 - 100)	$	50	$	124.00
98-66	Erect Awning / Canopy / Marquee Extending Into Right-of-Way Without Permit (10 - 100)	$	100	$	187.00
98-67	Violate Construction Standards for Awnings / Canopies / Marquees (10 - 100)	$	100	$	187.00

	Failure to Remove Awning / Canopy / Marquee Extending				
98-68(b)	Into Right-of-Way Upon Request (10 - 100)	$	100	$	187.00
102-3	Unlawful Burial of Waste				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-3	Permit Waste to Remain in Open				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-4	Nuisance Composting				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-5	Littering				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-6(a)	Fail to Control Litter on Commercial Property				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
	Failure of Commercial Property to Provide Trash				
102-6(b)	Receptacles				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-7	Littering by Customer of Commercial Property				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-8	Non-Compliance by Commercial Hauler				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
102-9	Commercial Hauler Violate Record Keeping Requirements				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
102-10	Illegal Dumping				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00
102-11	Scavenging				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in year (100 - 500)	$	200	$	313.00
	3rd Offense in year (250 - 2000)	$	500	$	691.00

102-43	Improper Garbage Storage Container				
	1st Offense (50 - 250)	$	150	$	250.00
	2nd Offense in 1 year (100 - 500)	$	300	$	439.00
102-44	Improper Curbside Containers				
	1st Offense (50 - 250)	$	150	$	250.00
	2nd Offense in 1 year (100 - 500)	$	300	$	439.00
102-45	Improper Preparation of Curbside Refuse				
	1st Offense (50 - 250)	$	150	$	250.00
	2nd Offense in 1 year (100 - 500)	$	300	$	439.00
102-46	Premature Placement of Refuse / Recyclables at Curbside				
	1st Offense (50 - 250)	$	150	$	250.00
	2nd Offense in 1 year (100 - 500)	$	300	$	439.00
102-47	Improper Use of Resident Dropoff Site				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
102-49	Improper Preparation of Curbside Recycling				
	1st Offense (50 - 250)	$	100	$	250.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
	Violation of Commercial Refuse / Recyclable Storage				
102-50	Requirements				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
102-51	Improper Incinerator				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
102-52	Improper Disposal of Commercial / Industrial Refuse				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
102-87	Mixing Recyclables & Non-Recyclables				
	1st Offense (50 - 250)	$	150	$	250.00
	2nd Offense in 1 year (100 - 500)	$	300	$	439.00
102-89	Improper Care of Separated Recyclable Materials				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
	Improper Management of Lead Acid Batteries, Major				
102-90	Appliances, Waste Oil, and Yard Waste				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
	Improper Preparation and Collection of Recyclable				
102-91	Materials				

	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
	Violation of Requirements by Landlords (5 or more units				
102-92	per property)				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
	Violation of Requirements by Owners of Non-Residential				
102-93	Property				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
102-94	Improper Disposal of Recyclable Materials				
	1st Offense (50 - 250)	$	100	$	187.00
	2nd Offense in 1 year (100 - 500)	$	200	$	313.00
	3rd Offense in 1 year (250 - 2000)	$	500	$	691.00
110-3	Damaging Sidewalks / Streets (25 - 250)	$	100	$	187.00
110-5	Depositing Debris / Refuse / Snow (25 - 250)	$	100	$	187.00
	Violation of Construction Procedures for New Streets (50 -				
110-38	500)	$	100	$	187.00
110-40	Hindrance of Construction / Repair (10 - 100)	$	50	$	124.00
110-41	Removing Barriers / Lights (50 - 500)	$	200	$	313.00
110-71	Altering Grade of Street (10 - 100)	$	50	$	124.00
110-73	Altering Grade (25 - 250)	$	100	$	187.00
110-74	Removal of Grading Material (25 - 250)	$	100	$	187.00
110-101	Encroach on Public Street without Permit (10 - 100)	$	50	$	124.00
	Failure to Obtain Permit for Temporary Obstructions of				
110-102	Streets (10 - 100)	$	50	$	124.00
	Failure to Remove Materials When Street Closing Permit				
110-106	Expires (25 - 250)	$	100	$	187.00
110-107	Temporary Sidewalk Fencing Violation (10 - 100)	$	50	$	124.00
110-108	Obstructing Gutters (10 - 100)	$	50	$	124.00
110-109	Lights Required During Obstructions (25 - 250)	$	100	$	187.00
110-110	No Reflectors on Dumpsters (10 - 100)	$	50	$	124.00
110-111	Building / Fence in Right of Way (10 - 100)	$	50	$	124.00
110-171	Obstructing Sidewalk (10 - 100)	$	50	$	124.00
110-172	Advertising Fixtures in Sidewalk (10 - 100)	$	50	$	124.00
110-242	Excavating in Right-of-Way Without Permit (25 - 250	$	100	$	187.00
110-247	Failure to / Improperly Restore Service (25 - 250)	$	100	$	187.00
110-249	Deposit of Material in Street (10 - 100)	$	50	$	124.00
110-250	Contractor Improper Barricades (25 - 250)	$	100	$	187.00
110-251	Failure to Regrade / Repair After Utility Repairs (25 - 250)	$	100	$	187.00
110-252	Failure to Restore Right-of-Way Appurtenances (25 - 250)	$	100	$	187.00
110-277	Water from Eaves on Sidewalk / Street (50 - 500)	$	100	$	187.00

110-278	Fail to Remove Snow from Sidewalks (25 - 250)	$ 100	$ 187.00
110-311 through 110-316	Block Party Regulation Violations (10 - 100)	$ 50	$ 124.00
110-346 through 110-359	House Numbering Violations (50 - 200)	$ 100	$ 187.00
110-502	Operating Sidewalk Café without Permit (100 - 500)	$ 200	$ 313.00
	All Violations in Chapter 110 Not Listed Above (50 - 500)	$ 100	$ 187.00
114-46	Failure to Pay Room Tax (15% - 25% of Tax)	*Use 15% of Tax as Forfeiture and Calculate Costs*	
	All Other Violations of Chapter 114 Relating to Lodging (100 - 500)	$ 150	$ 250.00
	All Traffic Violations with Corresponding State Statute Violations	*See State Uniform Traffic Deposit Schedule*	
118-5	Operate in Undesignated Area (50 - 500)	$ 100	$ 187.00
118-6	Tire Squealing (30 - 50)	$ 50	$ 124.00
118-7(a)	Drive on Sidewalk (30 - 50) **(Wis. Stat. 346.94(1))**	$ 40	$ 111.40
118-8	Violate Posted Load Limits (25 - 100)	$ 50	$ 124.00
118-9	Fail to Reduce Speed in Standing Water		
	1st Offense (40 - 300)	$ 100	$ 187.00
	2nd Offense within 1 year (80 - 600)	$ 200	$ 313.00
	In Construction Zone (80 - 600)	$ 200	$ 313.00
	2nd Offense in Construction Zone (160 - 1200)	$ 400	$ 565.00
118-128	Interfere with Parking Monitor (50 - 500)	$ 100	$ 187.00
118-132	Conversion of Vehicle to Office / Mercantile / Residential / Storage Purpose (50 - 500)	$ 100	$ 187.00
118-165	Deposit Slug in Meter (50 - 500)	$ 100	$ 187.00
118-166	Damage / Tamper with Meter (50 - 500)	$ 100	$ 187.00
118-193(a)	False Representation as Resident for Purpose of Obtaining Residential Parking Permit (50 - 500)	$ 200	$ 313.00
118-193(c)	Copy / Reproduce / Sell Residential Parking Permit (50 - 500)	$ 200	$ 313.00
118-276(a)	Abandoned Vehicle (25 - 250)	$ 200	$ 313.00
118-319	Truck Route Violation		
	1st Offense (50 - 100)	$ 100	$ 187.00
	2nd Offense within 1 year (100 - 200)	$ 150	$ 250.00
118-321	Improper Deviation from Truck Route		
	1st Offense (50 - 100)	$ 100	$ 187.00
	2nd Offense within 1 year (100 - 200)	$ 150	$ 250.00
118-356	Operate Snowmobile between 10 pm and 7 am (20)	$ 20	$ 86.20
118-357	Unattended Snowmobile (10)	$ 10	$ 73.60
118-358	Operate Snowmobile on Sidewalk (20)	$ 20	$ 86.20
118-359	Operate Snowmobile on Sheboygan River (20)	$ 20	$ 86.20
118-360	Operate Snowmobile in Park (20)	$ 20	$ 86.20

118-361	Operate Snowmobile on Private Property (20)	$ 20	$ 86.20	
118-362	Operate Snowmobile on Public School Grounds (20)	$ 20	$ 86.20	
	All Other Snowmobile Violations	*See State Bond Book*		
118-421	Bicycle on North or South Pier (50 - 500)	$ 100	$ 187.00	
	Drive / Bike from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3rd Street While Closed for			
118-423	Independence Day, Lake Fest, and Coho Derby (50 - 500)	$ 100	$ 187.00	
118-483	Improper Usage of Electric Scooter (0 - 25)	$ 25	$ 63.00	****
118-484	Improper Parking of Electric Scooter (0 - 25)	$ 25	$ 63.00	****
118-485	Noncompliance with Electric Scooter Rental License Requirements (50 - 500)	$ 100	$ 187.00	
118-513	Parade Leader Encourage Disobedience of Police Orders (50 - 500)	$ 100	$ 187.00	
118-536	Participate / Lead Parade Without Permit (50 - 500)	$ 100	$ 187.00	
	All Violations in Chapter 118 Not Listed Above (50 - 500)	$ 100	$ 187.00	
122-3	Erection of Poles (25 - 50)	$ 50	$ 124.00	
122-4	Plans for Conduits (25 - 50)	$ 50	$ 124.00	
122-6	Connecting Sewer / Water without Permit (50 - 500)	$ 100	$ 187.00	
122-9	Connection to Sewer System Beyond City Limits (50 - 500)	$ 100	$ 187.00	
122-12	Excavating Around Sewer without Permit (50 - 500)	$ 100	$ 187.00	
122-13	Connecting Rainwater Drains to Sanitary Sewer (50 - 500)	$ 100	$ 187.00	
122-95	Tampering with Fire Hydrant (50 - 500)	$ 100	$ 187.00	
122-96	Water Conservation Violations (5 - 100)	$ 100	$ 187.00	
122-97	Service to Unincorporated Areas (5 - 100)	$ 100	$ 187.00	
122-161	Operate a Natural / Mixed Gas Franchise Without Proper Application (25 - 50)	$ 50	$ 124.00	
122-257	Unlawful Connection to Building Sewer (10 - 100)	$ 50	$ 124.00	
122-339	Waterless Toilets Prohibited (50 - 500)	$ 100	$ 187.00	
122-472	Industrial Dilution in Lieu of Treatment (50 - 500)	$ 100	$ 187.00	
122-483	Providing False Information Relating to Industrial Wastewater (50 - 500)	$ 100	$ 187.00	
122-511	Significant User Discharging Without Permit (50 - 500)	$ 100	$ 187.00	
122-602	Discharge Other Than Storm Water Into City Storm Sewer (50 - 1000)	$ 500	$ 691.00	
122-604	Illegal Connection to Storm Drainage System (50 - 1000)	$ 500	$ 691.00	
	All Violations in Chapter 122 Not Listed Above (50 - 500)	$ 100	$ 187.00	
126-31	Injury to Tree or Shrub (25 - 200)	$ 50	$ 124.00	
126-64	Interference with City Forester (25 - 200)	$ 50	$ 124.00	
126-96	Work on Public Tree without Permit (25 - 200)	$ 50	$ 124.00	
126-126	Tree Planting Regulations (25 - 200)	$ 50	$ 124.00	
126-127	Tree Trimming Regulations (25 - 200)	$ 50	$ 124.00	
126-128	Permit Tree to Obstruct View at Intersection (25 - 200)	$ 50	$ 124.00	
126-156	Fail to Obtain Commercial Operator's License (25 - 200)	$ 50	$ 124.00	
	All Violations in Chapter 126 Not Listed Above (25 - 200)	$ 50	$ 124.00	

130-56	Operate Vehicle for Hire Business without License (50 - 500)	$ 100	$ 187.00	
130-59(a)	Operate Vehicle for Hire Without License (50 - 500)	$ 100	$ 187.00	
130-59(b)(2)	Drive Uninspected Taxi (50 - 500)	$ 100	$ 187.00	
130-59(b)(3)	Fail to Maintain / Make Available Inspection Records (50 - 500)	$ 100	$ 187.00	
130-61	Operate Taxi Without License (50 - 500))	$ 100	$ 187.00	
134-5	Refuse & Obstructions in Wateway (50 - 500)	$ 250	$ 376.00	
134-6	Blocking Street / Alley Fronting Harbor (50 - 500)	$ 250	$ 376.00	
134-78	Violate Order / Direction of Harbormaster (50 - 500)	$ 250	$ 376.00	
134-108	Boat ID Number Violation (50 - 500)	$ 250	$ 376.00	
134-109	Boat Violate Speed Limit (50 - 500)	$ 250	$ 376.00	
134-110	Negligent Operation of Boat (50 - 500)	$ 250	$ 376.00	
134-111	Improper Anchoring (50 - 500)	$ 250	$ 376.00	
134-112	Improper Passing through Bridges (50 - 500)	$ 250	$ 376.00	
134-113	Damage Pier / Dock / Installation (0 - 300)	$ 100	$ 187.00	
134-114	Duty to Render Aid (0 - 300)	$ 100	$ 187.00	
134-141 through 134-146	Boat Equipment Violations (50 - 500)	$ 250	$ 376.00	
134-176 through 134-181	Violate Boat Launch Regulations			
	Within 5 Days (0 - 25)	$ 25	$ 92.50	
	After 5 Days (50 - 100)	$ 50	$ 124.00	
	All Violations in Chapter 134 Not Listed Above (50 - 500)	$ 100	$ 187.00	
	All Violations of Sheboygan Floodplain Zoning Ordinance (50 - 250)	$ 150	$ 250.00	
	All Violations of Shoreland-Wetland Zoning Ordinance (25 - 200)	$ 150	$ 250.00	
	All Violations of Sheboygan Subdivision Code (100 - 1000)	$ 150	$ 250.00	
	All Violations of Construction Site Erosion Control Ordinance (50 - 1000)	$ 150	$ 250.00	
	All Violations of Post-Construction Stormwater Management Zoning Ordinance (50 - 1000)	$ 150	$ 250.00	
	All Zoning Code Violations (10 - 200)	$ 150	$ 250.00	
	All Violations Not Listed Above (50 - 500)	$ 100	$ 187.00	

Parking Violations

Sec. Number	Violation	Parking Fine	Total with Costs	
42-104(b)	Snow Emergency Parking Violation (50)	$ 50	$ 88.00	**
42-107(b)	Violate Non-Parking Emergency Rule (0 - 100)	$ 50	$ 124.00	
118-7(b)	Parked Encumbering Free Passage (0 - 25)	$ 25	$ 63.00	**

118-127	24 Hour Parking Violation (25)	$	25	$ 63.00	**
118-129	Improper Parking in Alley (25)	$	25	$ 63.00	**
118-131	Parked Between Curb and Sidewalk (25)	$	25	$ 63.00	**
118-136	Large Vehicle Parking Violation (25)	$	25	$ 63.00	**
118-137	Overnight Parking of Trailers Prohibited (25)	$	25	$ 63.00	
118-164	Not Parked in Metered Space (25)	$	25	$ 63.00	**
118-167	Overtime at Meter				
	1st, 2nd, and 3rd offenses in one year (10)	$	10	$ 48.00	**
	4th, 5th, and 6th offenses in one year (15)	$	15	$ 53.00	**
	7th offense or more in one year (25)	$	25	$ 63.00	**
118-242	Winter Season Parking Violation	$	25	$ 63.00	**
Wis. Stat. 346.53(6)	Parked Where Prohibited by Sign (25) Penalty Set in 118-135(b)	$	25	$ 63.00	**
Wis. Stat. 346.53(6)	Parked Beyond Time Limitations of Sign Penalty Set in 118-135(b)				
	1st, 2nd, and 3rd offenses in one year (10)	$	10	$ 48.00	**
	4th, 5th, and 6th offenses in one year (15)	$	15	$ 53.00	**
	7th offense or more in one year (25)	$	25	$ 63.00	**
Wis. Stat. 346.505	Handicapped Parking Violation (20 - 200) Penalty Set in 118-135(c)	$	75	$ 155.50	**
	All Bicycle / Skateboard / In-Line Skate Violations (including those listed below) if issued on Bicycle Tickets (Note: Must be re-issued if Defendant wants court)	$	25	$ 63.00	
	All Bicycle / Skateboard / In-Line Skate Violations not listed below, if not issued on Bicycle Tickets	$	25	$ 92.50	
118-448(a)	Drive Bike without Proper Lights / Reflectors (25)	$	25	$ 92.50	
118-448(b)	Defective Bicycle Brakes (25)	$	25	$ 92.50	
118-448(c)	Drive Bike without Proper Bell / Horn (25)	$	25	$ 92.50	
118-448(d)	Violate Bike Equipment Safety Rules (25)	$	25	$ 92.50	
118-449(1)	Failure to Keep Right (25)	$	25	$ 92.50	
118-449(2)	Too Many People on Bike / Improper Towing (25)	$	25	$ 92.50	
118-449(3)	Drive Bike While Attached to Moving Vehicle (25)	$	25	$ 92.50	
118-449(4)	Fail to Ride Single File (25)	$	25	$ 92.50	
118-449(5)	Improper Riding (25)	$	25	$ 92.50	
118-449(6)	Bicycle Racing with Motor Vehicle (25)	$	25	$ 92.50	
118-449(7)	Stunt Riding - Bicycle (25)	$	25	$ 92.50	
118-449(7)	Riding No-Handed (25)	$	25	$ 92.50	
118-449(8)	Bicycle on Sidewalk in Business District (25)	$	25	$ 92.50	
118-449(9)	Drive Mechanically Unsafe Bike (25)	$	25	$ 92.50	
118-449(10)	Adopting Wis. Stat. Chap. 346 as to Bicycles				
118-471	Operate Unregistered Bicycle (25)	$	25	$ 92.50	
118-474	Deface / Remove / Destroy Bike License (25)	$	25	$ 92.50	
118-477	Parent Permit Operation of Unlicensed Bike (25)	$	25	$ 92.50	

118-479(a)(1)	Skateboard in Downtown District (25)	$	25	$	92.50
118-479(a)(2)	Skateboard in City Park (25)	$	25	$	92.50
118-479(a)(3)	Skateboard in Public Parking Lot (25)	$	25	$	92.50
118-479(a)(4)	Skateboard in Commercial / Industrial Zone (25)	$	25	$	92.50
118-479(a)(5)	Skateboard on Boardwalk (25)	$	25	$	92.50
118-479(a)(6)	Skateboard on North or South Pier (25)	$	25	$	92.50
118-479(b)(1)	Roller Skate / Blade in Downtown District (25)	$	25	$	92.50
118-479(b)(3)	Roller Skate / Blade in Public Parking Lot (25)	$	25	$	92.50
118-479(b)(4)	Skate / Blade in Commercial / Industrial Zone (25)	$	25	$	92.50
118-479(b)(5)	Roller Skate / Blade on Boardwalk (25)	$	25	$	92.50
118-479(b)(6)	Roller Skate / Blade on North or South Pier (25)	$	25	$	92.50
118-480	Roller Skate / Blade or Skateboard from Wisconsin Ave. to Michigan Ave. on Broughton Drive and N. 3rd Street While Closed for Independence Day, Lake Fest, and Coho Derby (25)	$	25	$	92.50
	All Other Bicycle Violations Not Issued on Bicycle Tickets (Note: All rules of the road in Wis. Stat. 346 apply to bicycles)	*See State Bond Book*			
	All Other Skateboard / Roller Skate / In-line Skate / Roller Blade Violations Not Issued on Bicycle Tickets (25 - 100)	$	25	$	92.50

* Housing Maintenance Code Violations may not be charged unless the inspector has previously sent a warning letter. See Sheboygan Municipal Code 26-703.

** Certain costs not imposed on parking tickets. Those costs that are imposed shall only be imposed should the defendant request the ticket be sent to court for a trial.

*** state misdemeanors and forfeitures listed in the Revised Uniform State Traffic Deposit Schedule and Alcohol Beverages, Harassment, Safety, Tobacco, UW Rule, Drug Paraphernalia and Rental Unit Energy Efficiency Violations Deposit Schedule and Trespass to Land Deposit Schedule. Includes all violations listed in the Uniform Misdemeanor Bail Schedule, but only when the violation is issued as a city

**** No Court Costs or witness fees assessed unless violator desires to appear at a court hearing on violation.

X

Gen. Ord. No. ___ - 21 - 22. By Alderperson Dekker. July 19, 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 530/532 S. 14th Street (Parcel #59281502500) from Class Neighborhood Preservation to Class Neighborhood Mixed Use 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 Neighborhood Preservation to Class Mixed Use Classification:

Property located at 530/532 S. 14th Street (Parcel #59281502500):

Section 22, Township 15 North, Range 23 East. The S 39.7' of lot 12 and the S 39.7' of the E 37' of lot 11, block 169 of the original plat of the City of Sheboygan.

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____.

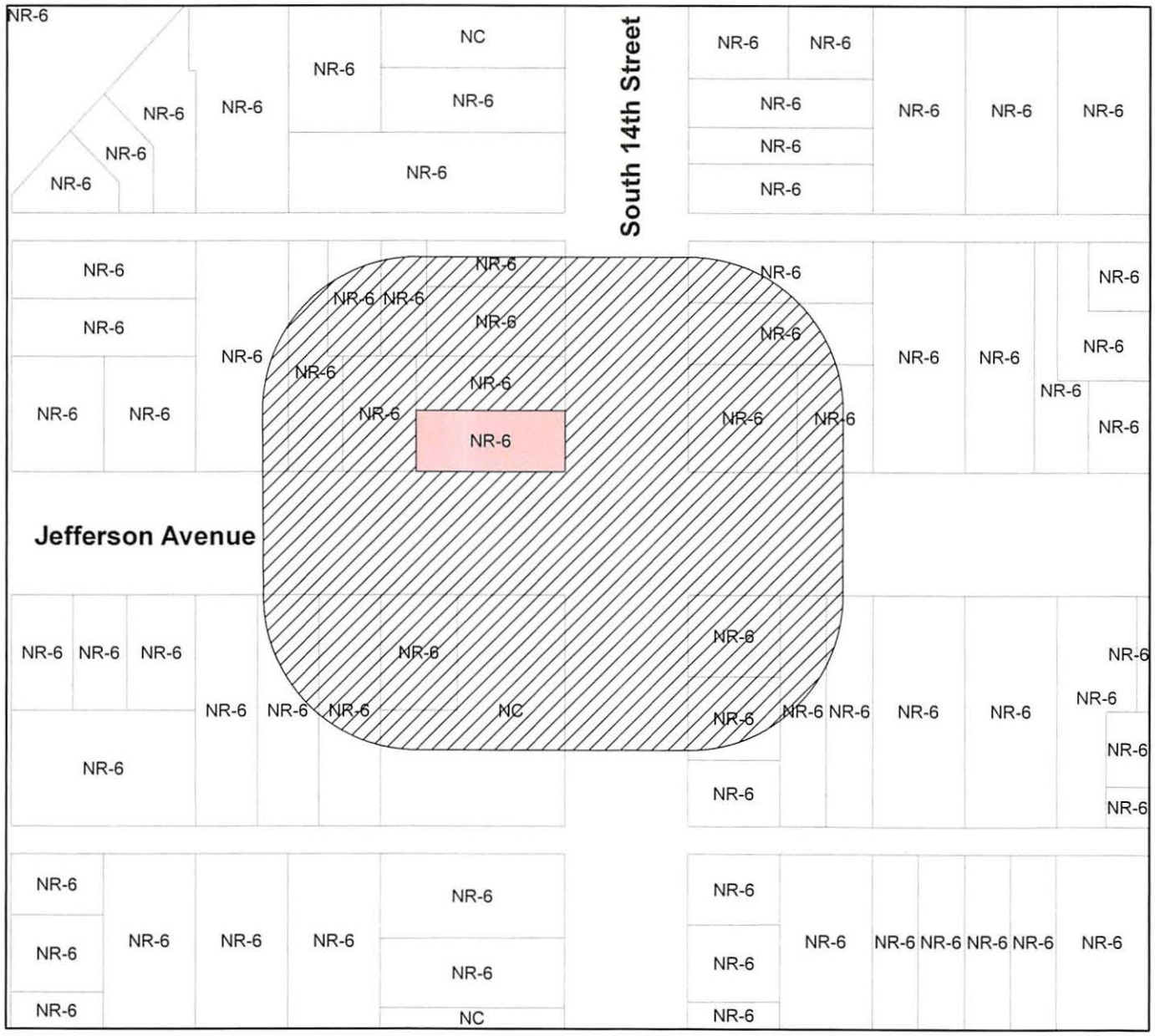
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM NEIGHBORHOOD PRESERVATION TO TO NEIGHBORHOOD MIXED USE

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE S 39.7' OF LOT 12 AND THE S 39.7' OF THE E 37' OF LOT 11 BLOCK 169



X

Gen. Ord. No. ___ - 21 - 22. By Alderperson Dekker. July 19, 2021.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification for 530/532 S. 14th Street - Parcel #59281502500 from Class Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC) 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 Neighborhood Residential (NR-6) to Class Neighborhood Commercial (NC) Classification:

Property located at 530/532 S. 14th Street - Parcel #59281502500:

Section 22, Township 15 North, Range 23 East. The S 39.7' of lot 12 and the S 39.7' of the E 37' of lot 11, block 169 of the original plat of the City of Sheboygan.

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____.

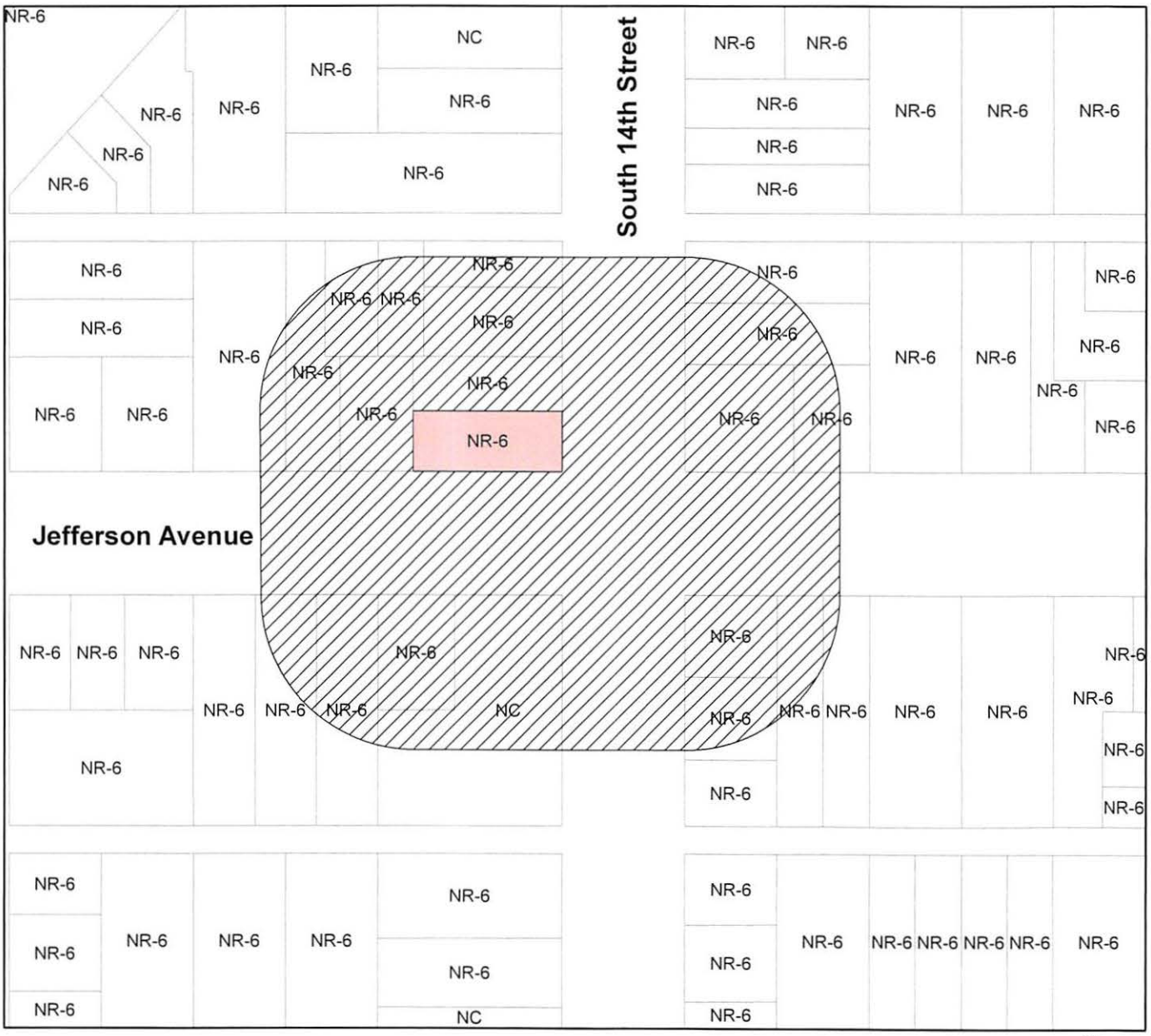
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED REZONE
FROM NEIGHBORHOOD RESIDENTIAL (NR-6)
TO NEIGHBORHOOD COMMERCIAL (NC)

SECTION 22, TOWNSHIP 15 NORTH, RANGE 23 EAST

ORIGINAL PLAT THE S 39.7' OF LOT 12 AND THE S 39.7' OF THE E 37' OF LOT 11 BLOCK 169



Gen. Ord. No. ____ - 21 - 22. By Alderpersons Dekker and Perrella.
July 19, 2021.

AN ORDINANCE replacing the traffic-control light signal at the intersection of Geele Avenue and N. 15th Street with stop signs at all four corners of the intersection of Geele Avenue and N. 15th Street.

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

Section 1. Gen. Ord. No. 125-82-83, which-among other things-authorized the installation of a traffic-control light signal at the intersection of Geele Avenue and N. 15th Street, is hereby repealed with respect to the traffic-control light signal at the intersection of Geele Avenue and N. 15th Street.

Section 2. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound and westbound traffic to stop on Geele Avenue at the intersection of Geele Avenue and N. 15th Street and stop signs shall be added requiring northbound and southbound traffic to stop on N. 15th Street at the intersection of N. 15th Street and Geele Avenue.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the traffic-control light signal at the intersection of Geele Avenue and N. 15th Street, and to add appropriate signs to give notification of the aforementioned change.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance-including Gen. Ord. No. 125-82-83 to the extent it conflicts with 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.

PW

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 46 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a license application for a change of agent.

City Clerk

CHANGE OF AGENT

Nathan J. Meinnert is replacing Amanda J. Ritmiller as agent effective immediately for Kwik Trip #361 located at 1618 Calumet Drive.

RHPS

II

Other Matters

R. O. No. 47 - 21 - 22. By CITY CLERK. July 19, 2021.

Submitting a communication from Michael Miller regarding an alleged nuisance bar located at 1133 Michigan Avenue.

CITY CLERK

LHPS

I request to talk to the city counsel in regards to a nuisance bar in our neighborhood - I have a petition signed by 20 of my neighbors regarding this. Have tried dealing with alderperson and proprietor and have gotten to this point

Thank you.

Michael J Miller

Sol and Nova
1133 Michigan Ave

III

Other Matters

Res. No. 38 - 21 - 22. By Alderpersons Dekker and Perrella.
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Easement for Torginol, Inc. (Parcel Numbers 59281479081, 59281479084 and 59281479085).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver an Easement regarding Parcel Numbers 59281479081, 59281479084, and 59281479085, a copy of which is attached hereto, to Torginol, Inc.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the City Engineer shall have the authority to approve the design of the culvert system referenced in the Easement.

RP

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

EASEMENT

THIS INDENTURE made this _____ day of _____, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and Torginol, Inc., "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar ($1.00) and other valuable consideration, and the covenants hereinafter contained, hereby grants to GRANTEE, its agents, employees, and invitees, an easement for transportation purposes over the portion of GRANTOR's existing drainage easement described in Exhibit A.

RETURN TO:

City Attorney
828 Center Ave., Suite 210
Sheboygan, WI 53081

In exchange for this easement, GRANTEE covenants to do the following at its expense:

59281479081, 59281479084, and 59281479085
Parcel Ident. Nos.

1. To install and maintain (including any and all necessary cleaning and repairs), a culvert system approved by GRANTOR of sufficient size to allow GRANTOR to continue effectively managing water drainage in this location.

2. To construct any driveway placed in the easement area described in Exhibit A in accordance with the City of Sheboygan Engineering Department's required specifications.

3. To maintain any driveway placed in the easement area described in Exhibit A.

4. To promptly remove the culvert system and any driveway placed in the easement area described in Exhibit A upon termination of this easement.

The GRANTEE is also granted the associated necessary rights to carry out the covenants listed above.

GRANTEE's easement shall last for so long as Parcel # 59281479081 and Parcel # 59281479085 are both owned by GRANTEE, unless the easement is earlier terminated by either GRANTEE or GRANTOR.

The covenants herein contained shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, GRANTOR has caused the execution of this document on the ____ day of _____, 2021.

GRANTOR:
CITY OF SHEBOYGAN

BY: _____
Ryan Sorenson
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

Personally came before me, this ___ day of _____, 2021, Ryan Sorenson, Mayor, and Meredith DeBruin, City Clerk, of the above-named municipal corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Mayor and City Clerk of the City of Sheboygan, and acknowledged that they executed the foregoing instrument as such officers of said municipal corporation, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

IN WITNESS WHEREOF, GRANTEE has caused the execution of this document on the ____ day of _____, 2021.

GRANTEE:
TORGINOL, INC.

BY: _____
Tom Testwuide, Jr.
President

STATE OF WISCONSIN)
)SS.
COUNTY OF SHEBOYGAN)

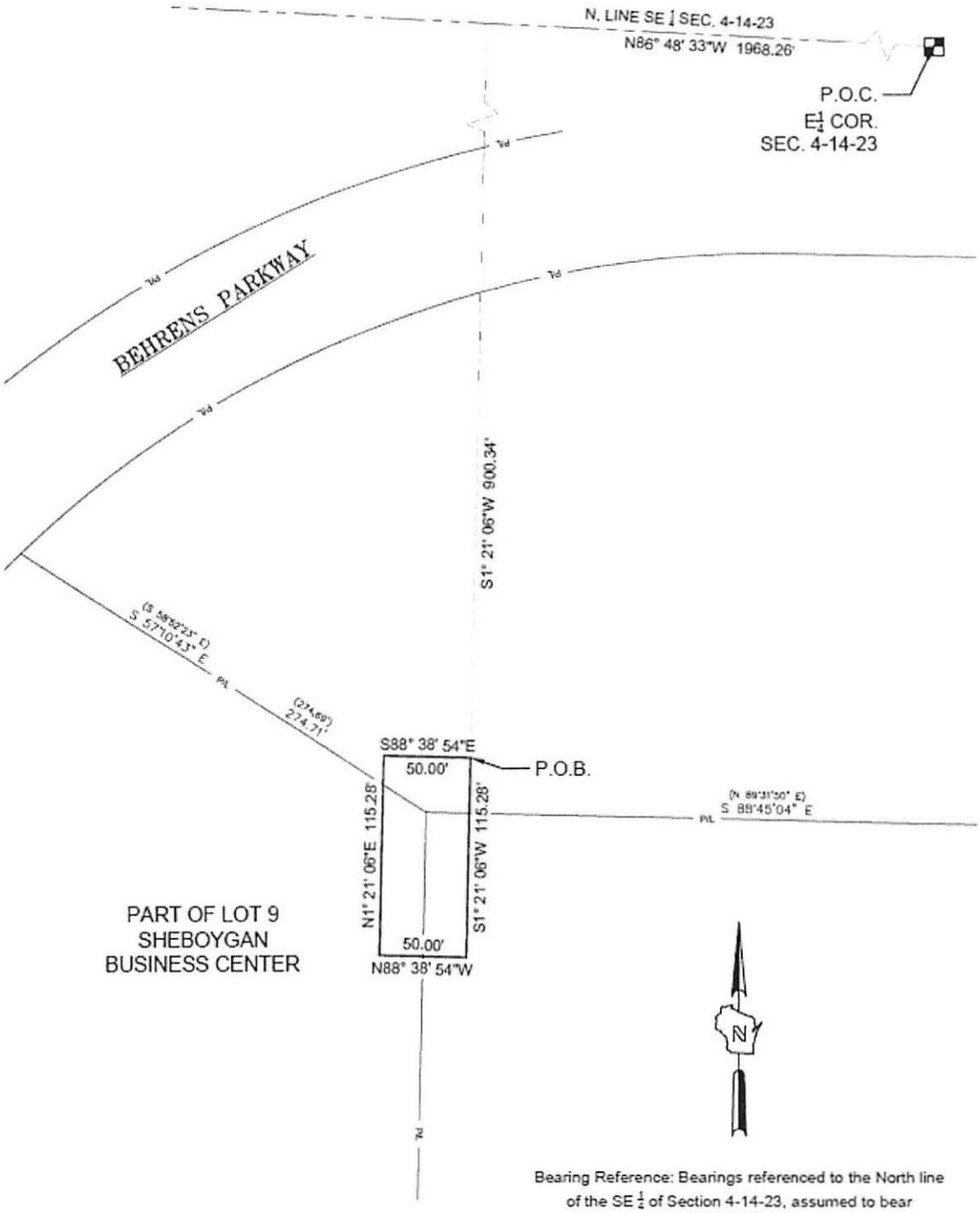
Personally came before me, this ____ day of _____, 2021, Tom Testwuide, Jr. of the above-named corporation, to me known to be the person who executed the foregoing instrument, and to me known to be such President of Torginol, Inc., and acknowledged that he executed the foregoing instrument as such officer of said corporation, by its authority.

_____
Notary Public, State of Wisconsin
My commission expires _____

This document is authorized by and in accordance with Res. No. ___-21-22.

This instrument drafted by:
Thomas D. Cameron
Assistant City Attorney
Sheboygan, WI 53081
WI State Bar No. 1071734

EXHIBIT A



Bearing Reference: Bearings referenced to the North line of the SE ¼ of Section 4-14-23, assumed to bear N86°48'33"W

GRAPHIC SCALE
0 80' 160'

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

PROJECT NUMBER 20074 DRAFTED BY BMR 6-02-2021

Exhibit ____

LEGAL DESCRIPTION

That part of Lot 9, in Sheboygan Business Center, in the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the East 1/4 corner of said Section 4; thence North 86°48'33" West, 1968.26 feet along the north line of said Southeast 1/4 section; thence South 1°21'06" West, 900.34 feet to the point of beginning; continue thence South 1°21'06" West, 115.28 feet; thence North 88°38'54" West, 50.00 feet; thence North 1°21'06" East, 115.28 feet; thence South 88°38'54" East, 50.00 feet to the point of beginning. Contains 5,764 square feet of land, more or less.

III

Other Matters

7.4

Res. No. 39 - 21 - 22. By Alderpersons Dekker and Perrella.
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Addendum to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

RESOLVED: That the appropriate City officials are hereby authorized to enter into an Addendum with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for title research related to the design of the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed $30,000, from Account No. 60134110-649200 in payment of this Addendum.

PW

Dean Dekker

Gloria 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

Foth

AGREEMENT FOR SERVICES
ADDENDUM No. 1

Project Title: SIS Rehab Access Rd/Shoreline Design

FOTH Project Number: 21S042.00

CLIENT Purchase Order#: (If applicable) 310090

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **February 3, 2021**), (hereinafter "Addendum"), is made and entered into **3rd** day of **August, 2021** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and ***City of Sheboygan***, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan – Department of Public Works
Address: 2026 New Jersey Avenue Sheboygan, WI 53081-4714
Phone No: 920-459-3368 Email Address: Ryan.Sazama@sheyboyganwi.gov

Scope of Services: Client hereby agrees to retain Consultant to perform the following Services:

Title research for 30 properties found to be impacted by the 30% design plans for the SIS rehab project. Title reports consist of: 20, Residential Letter Reports; 7 Commercial Letter Reports and 3 Full 100-year searches (Knight Barry fee estimated at $4,000). Field survey to establish control for the descriptions, and Individual easement descriptions and exhibits for each of the private properties (24 properties according to the 30% design) impacted by the SIS access road/revetment.

Schedule: Services shall be performed according to the following schedule:

Knight Barry anticipates completion of the title reports by the end of July, 2021. Easement descriptions and exhibits anticipated to be completed by the end of August, 2021.

Compensation: In consideration of these Services, the Client agrees to pay Consultant compensation as follows:

☐ Lump-Sum in the amount of $ .00

☒ Unit Cost/Time Charges (Standard Rates) with a total amount estimated between $24,000 to $30,000

☐ Other as stated here:

Special Conditions (if any):

None.

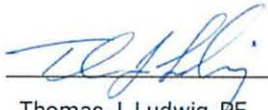
Entire Agreement: This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

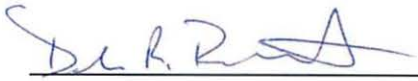
IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

CLIENT

Signed: _____
Name (printed): _____
Title: _____
Date: _____

FOTH INFRASTRUCTURE & ENVIRONMENT, LLC

Signed: 
Name (printed): Thomas J. Ludwig, PE
Title: State Operations Director
Date: 8/3/21

Signed: 
Name (printed): Dale R. Broeckert, PE
Title: Senior Project Manager
Date: 8/3/21