ATTACHMENTS

1.5

City of Sheboygan
spirit on the lake

September 2, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Gerald Jones (Independent) to be considered for appointment to the Board of Police & Fire Commissioners to fill the unexpired term of Henry Jung whose term expires on 04/21/2025.

MICHAEL J. VANDERSTEEN, MAYOR

lays over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

City of Sheboygan
spirit on the lake

Gerald Jones

Employment History:
Merrill Lynch, Financial Advisor
Dates Employed: June 2011 – Present
Johnson Bank, Wealth Management
Dates Employed: September 2007 – December 2010
US Bank, Commercial Lender
Dates Employed: January 1993 – September 2007

City Committee Experience:
Architectural Review Board
Dates served: April 2010 – Present
Board of Marina, Park, & Forestry Commissioners
Dates served: April 2011 – Present
Capital Improvements Commission
Dates served: April 2010 – Present
City Plan Commission
Dates served: April 2009 – Present

Volunteer Experience:
Junior Achievement of Wisconsin, Board Member for Sheboygan County
Dates volunteered: September 1986 – Present
United Way, Board Member for the Sheboygan/Plymouth United Way
Dates volunteered: June 2007 – Present
Sheboygan Public Education Foundation, President
Dates volunteered: September 2006 – Present

Education:
Heidelberg University, BS Economics
Dates attended: 1982 – 1986

MAYOR'S OFFICE

CITY HALL
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SHEBOYGAN, WI
53081

920-459-3317
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Thomas E. Howe
119 Long Court
Sheboygan, WI 53081
(612) 716-6311
tom.howe@sbcglobal.net

September 8, 2020

Meredith DeBruin
City Clerk
City of Sheboygan
Sheboygan City Hall
828 Center Avenue
Sheboygan, WI 53081

Dear City Clerk DeBruin,

This letter is to request that I be considered for a three year term on the Board of Water Commissioners for the Sheboygan Water Utility. I am presently a member of the Board of Water Commissioners having been elected by the Common Council to fill the unexpired term of Commissioner Ray Haen.

I graduated from UW-Eau Claire with a bachelor's degree in Business Administration and completed master's coursework in the area of Industrial Management. While living in Minneapolis, I worked as an Industrial Engineer for Kroy Industries, Northern Telecom, SuperValu, and the Holiday Companies. Prior to retirement, I served as the Director of Distribution for Gander Mountain whose national distribution center was located in the Indianapolis area.

In addition, I served on the Board of United Way for Boone County (Indiana) for four years and was an active volunteer with Second Helpings, a food recovery and culinary training program, in Indianapolis for over three years.

Since moving to Sheboygan six years ago, I have been a volunteer and "on-call" maintenance person for Meals on Wheels, a "Lunch Buddy" in the Sheboygan Area School District through Big Brothers/Big Sisters, and am active in the Sheboygan A's organization through Board membership and volunteer activities.

I believe it is crucial for citizens to give back to the communities they live in when they are able to do so. Serving as a commissioner for the Sheboygan Water Utility is important to me because few things are as important to a community as clean, safe water.

Sincerely

Thomas E. Howe

Hearing No. _____ - 20 - 21. September 21, 2020.

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

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

All interested persons will now be heard.

Publish - September 4 and 11, 2020
(Classified)

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

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 21, 2020, in the City Hall, 3rd Floor Council Chambers, 828 Center Ave., Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Multi-Family Residential to Class Community Mixed Use.

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

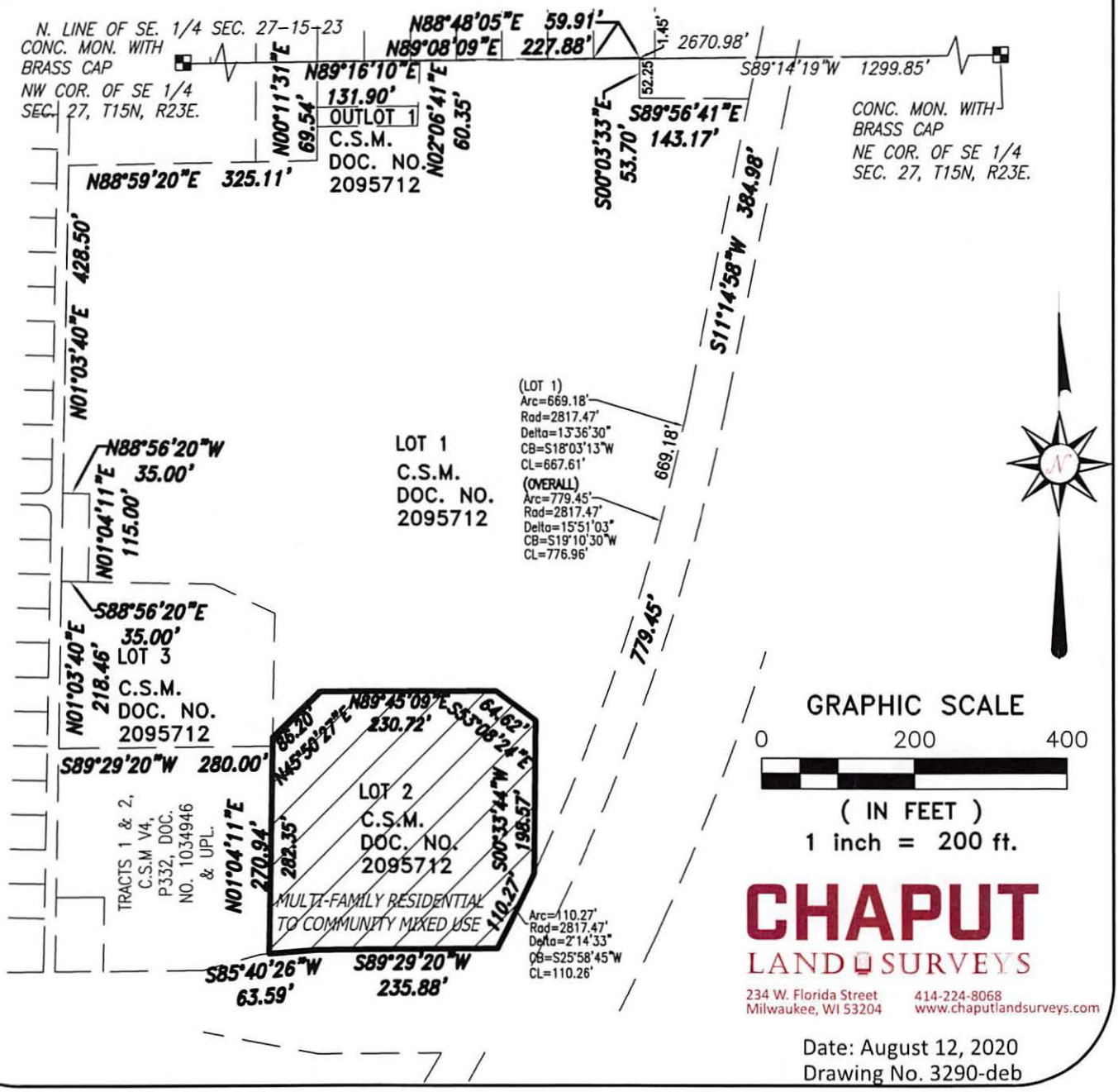
ALL OF LOT 2 CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NUMBER 2095712, BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 89 °14'19" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1299.85 FEET TO A POINT ON THE WEST LINE OF LOT 1, CERTIFIED SURVEY MAP DESCRIBED IN DOCUMENT NO. 1199254; THENCE SOUTH 00°03'33" EAST ALONG SAID WEST LINE 52.25 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°56'41" EAST ALONG SAID SOUTH LINE 143.17 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE; THENCE SOUTH 11°14'58" WEST ALONG SAID WEST LINE 384.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 669.18 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 18°03'13" WEST 667.61 FEET TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE SOUTHERLY 110.27 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 25°58'45" WEST 110.26 FEET TO A POINT ON THE NORTH LINE OF BROADWAY AVENUE; THENCE SOUTH 89°29'20" WEST ALONG SAID NORTH LINE 235.88 FEET TO A POINT; THENCE SOUTH 85°40'26" WEST ALONG SAID NORTH LINE 63.59 FEET TO A POINT ON THE EAST LINE OF TRACTS 1 AND 2, CERTIFIED SURVEY MAP IN VOLUME 4, PAGE 332, DESCRIBED IN DOCUMENT NO. 1034946; THENCE NORTH 01°04'11" EAST SAID EAST LINE 282.35 FEET TO A POINT; THENCE NORTH 45°50'27" EAST 86.20 FEET TO A POINT; THENCE NORTH 89°45'09" EAST 230.72 FEET TO A POINT; THENCE SOUTH 53°08'24" EAST 64.62 FEET TO A POINT; THENCE SOUTH 00°33'44" WEST 198.57 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE AND THE POINT OF BEGINNING.

MEREDITH DEBRUIN
City Clerk

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM

MULTI-FAMILY RESIDENTIAL TO COMMUNITY MIXED USE

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said ¼ Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



CHAPUT
LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: August 12, 2020
Drawing No. 3290-deb

CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

September 11, 2020

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the City's Future Land Use Map of the Sheboygan Comprehensive Plan at 6:00 P.M., September 21, 2020, in Council Chamber of City Hall. The purpose of the amendment is to amend the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan of the following described property from Class Multi-Family Residential to Community Mixed Use:

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

ALL OF LOT 2 CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NUMBER 2095712, BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 89 °14'19" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1299.85 FEET TO A POINT ON THE WEST LINE OF LOT 1, CERTIFIED SURVEY MAP DESCRIBED IN DOCUMENT NO. 1199254; THENCE SOUTH 00°03'33" EAST ALONG SAID WEST LINE 52.25 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°56'41" EAST ALONG SAID SOUTH LINE 143.17 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE; THENCE SOUTH 11°14'58" WEST ALONG SAID WEST LINE 384.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 669.18 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 18°03'13" WEST 667.61 FEET TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE SOUTHERLY 110.27 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 25°58'45" WEST 110.26 FEET TO A POINT ON THE NORTH LINE OF BROADWAY AVENUE; THENCE SOUTH 89°29'20" WEST ALONG SAID NORTH LINE 235.88 FEET TO A POINT; THENCE SOUTH 85°40'26" WEST ALONG SAID NORTH LINE 63.59 FEET TO A POINT ON THE EAST LINE OF TRACTS 1 AND 2, CERTIFIED SURVEY MAP IN VOLUME 4, PAGE 332, DESCRIBED IN DOCUMENT NO. 1034946; THENCE NORTH 01°04'11" EAST SAID EAST LINE 282.35 FEET TO A POINT; THENCE NORTH 45°50'27" EAST 86.20 FEET TO A POINT; THENCE NORTH 89°45'09" EAST 230.72 FEET TO A POINT; THENCE SOUTH 53°08'24" EAST 64.62 FEET TO A POINT; THENCE SOUTH 00°33'44" WEST 198.57 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE AND THE POINT OF BEGINNING.

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

ROSENTHAL, YVONNE M
1638 S 14TH ST
SHEBOYGAN, WI 53081

TOMAZIN, PATRICK A
1709 S 15TH ST
SHEBOYGAN, WI 53081

TLC PROPERTIES, INC
2809 S 5TH CT
MILWAUKEE, WI 53207

DAVID C ADAMAVICH REVOCABLE TRUST 10-11-17
1691 MAPLE LN
SHEBOYGAN, WI 53081

SOERENS, ROGER L
1618 S 14TH ST
SHEBOYGAN, WI 53081

SWAN MANAGEMENT LLC
1809 S 14TH ST
SHEBOYGAN, WI 53081

PFEIFER, ROBERT D
1536 S 14TH ST
SHEBOYGAN, WI 53081

MARCUS CABLE PARTNERS LLC
PO BOX 7467
CHARLOTTE, NC 28241

SALAZAR SANTOS, TITO
1715 S 15TH ST
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081

BRANDL, PAUL C
7943 STAGECOACH RD
CROSS PLAINS, WI 53528

BAUER, BEVERLY ANN
1622 S 14TH ST
SHEBOYGAN, WI 53081

JANEY, SHARON A
1717 CAMELOT BLVD
SHEBOYGAN, WI 53081

PRUETER FREDRICK H PRUETER KERI L A
1604 S 14TH ST
SHEBOYGAN, WI 53081

CRAMER HOLDINGS LLC
11200 HACIENDA DEL MAR BLVD APT 201
PLACIDA, FL 33946

LOHR PROPERTIES SHEBOYGAN LLC
PO BOX 490
SHEBOYGAN, WI 53082

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

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

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE OFC OFFICE
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004337725	$108.47	$0.00	$108.47	Credit Card	$0.00	$108.47

Sales Rep: sbeaton **Order Taker:** sbeaton **Order Created** 08/18/2020

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	09/04/2020	09/11/2020
GWM-SHEW-Sheboygan Press Digital	28	09/04/2020	10/01/2020

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

Text of Ad: **08/18/2020**

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

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 21, 2020, in the City Hall, 3rd Floor Council Chambers, 828 Center Ave., Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan Future Land Use Map of the City's Comprehensive Plan. The purpose of the amendment is to change the Land Use Classification of the following described property from Class Multi-Family Residential to Class Community Mixed Use.

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

ALL OF LOT 2 CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NUMBER 2095712, BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 89 °14'19" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1299.85 FEET TO A POINT ON THE WEST LINE OF LOT 1, CERTIFIED SURVEY MAP DESCRIBED IN DOCUMENT NO. 1199254; THENCE SOUTH 00°03'33" EAST ALONG SAID WEST LINE 52.25 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°56'41" EAST ALONG SAID SOUTH LINE 143.17 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE; THENCE SOUTH 11°14'58" WEST ALONG SAID WEST LINE 384.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 669.18 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 18°03'13" WEST 667.61 FEET TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE SOUTHERLY 110.27 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 25°58'45" WEST 110.26 FEET TO A POINT ON THE NORTH LINE OF BROADWAY AVENUE; THENCE SOUTH 89°29'20" WEST ALONG SAID NORTH LINE 235.88 FEET TO A POINT; THENCE SOUTH 85°40'26" WEST ALONG SAID NORTH LINE 63.59 FEET TO A POINT ON THE EAST LINE OF TRACTS 1 AND 2, CERTIFIED SURVEY MAP IN VOLUME 4, PAGE 332, DESCRIBED IN DOCUMENT NO. 1034946; THENCE NORTH 01°04'11" EAST SAID EAST LINE 282.35 FEET TO A POINT; THENCE NORTH 45°50'27" EAST 86.20 FEET TO A POINT; THENCE NORTH 89°45'09" EAST 230.72 FEET TO A POINT; THENCE SOUTH 53°08'24" EAST 64.62 FEET TO A POINT; THENCE SOUTH 00°33'44" WEST 198.57 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE AND THE POINT OF BEGINNING.

MEREDITH DEBRUIN
City Clerk
September 4, 11, 2020 WNAXLP

Hearing No. _____ - 20 - 21. September 21, 2020.

Pursuant to a notice published and personal notices sent by the City Clerk, there is a hearing scheduled for this evening to amend the City of Sheboygan Official Zoning Map to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC):

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

All interested persons will now be heard.

Publish - September 4 and 11, 2020
(Classified)

NOTICE OF PUBLIC HEARING ON AMENDMENT TO THE SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 21, 2020, in the City Hall, 3rd Floor Council Chambers, 828 Center Ave., Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC):

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

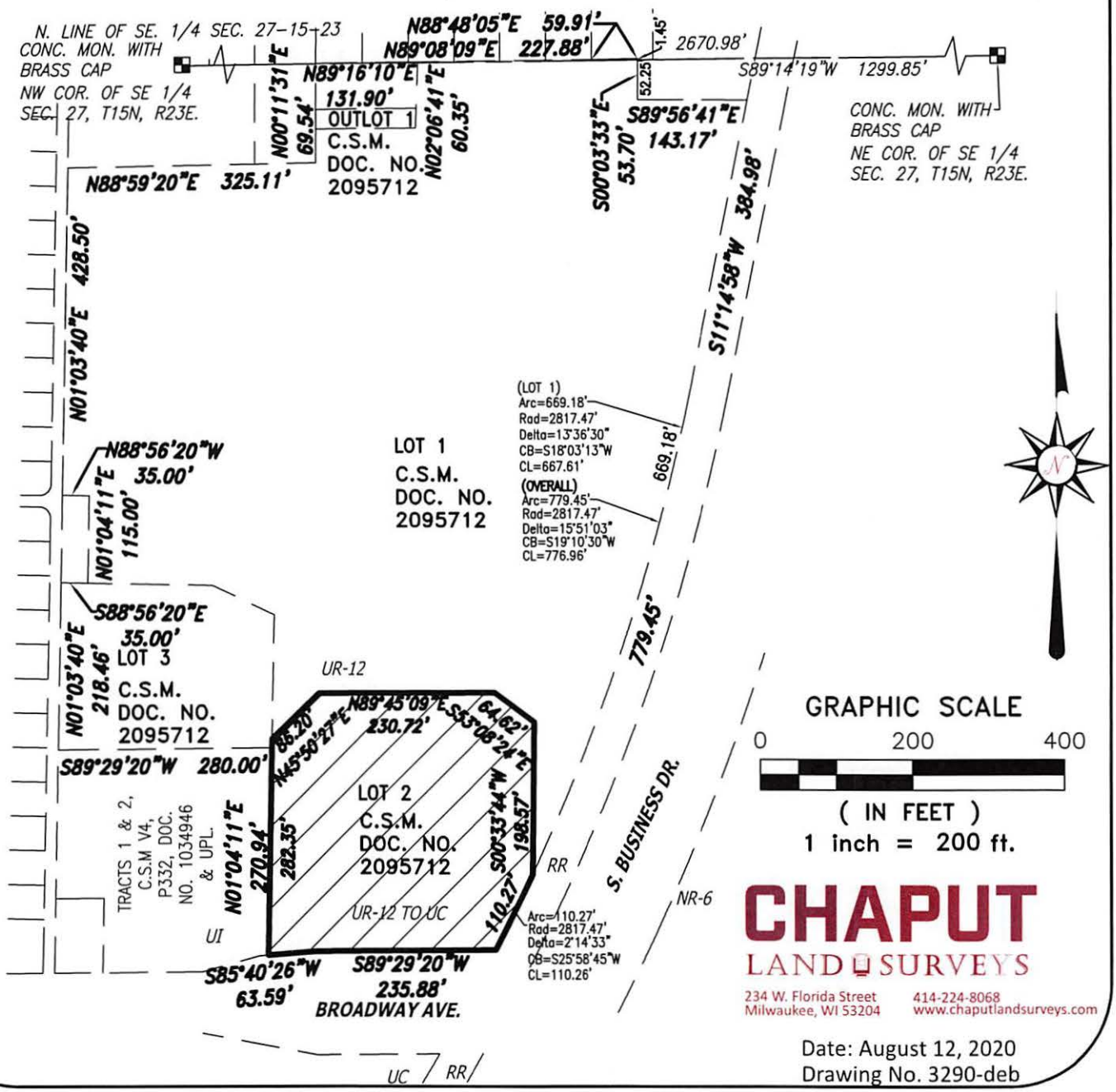
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MEREDITH DEBRUIN
City Clerk

PROPOSED ZONING CHANGE FROM URBAN RESIDENTIAL

(UR-12) TO URBAN COMMERCIAL (UC)

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said ¼ Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

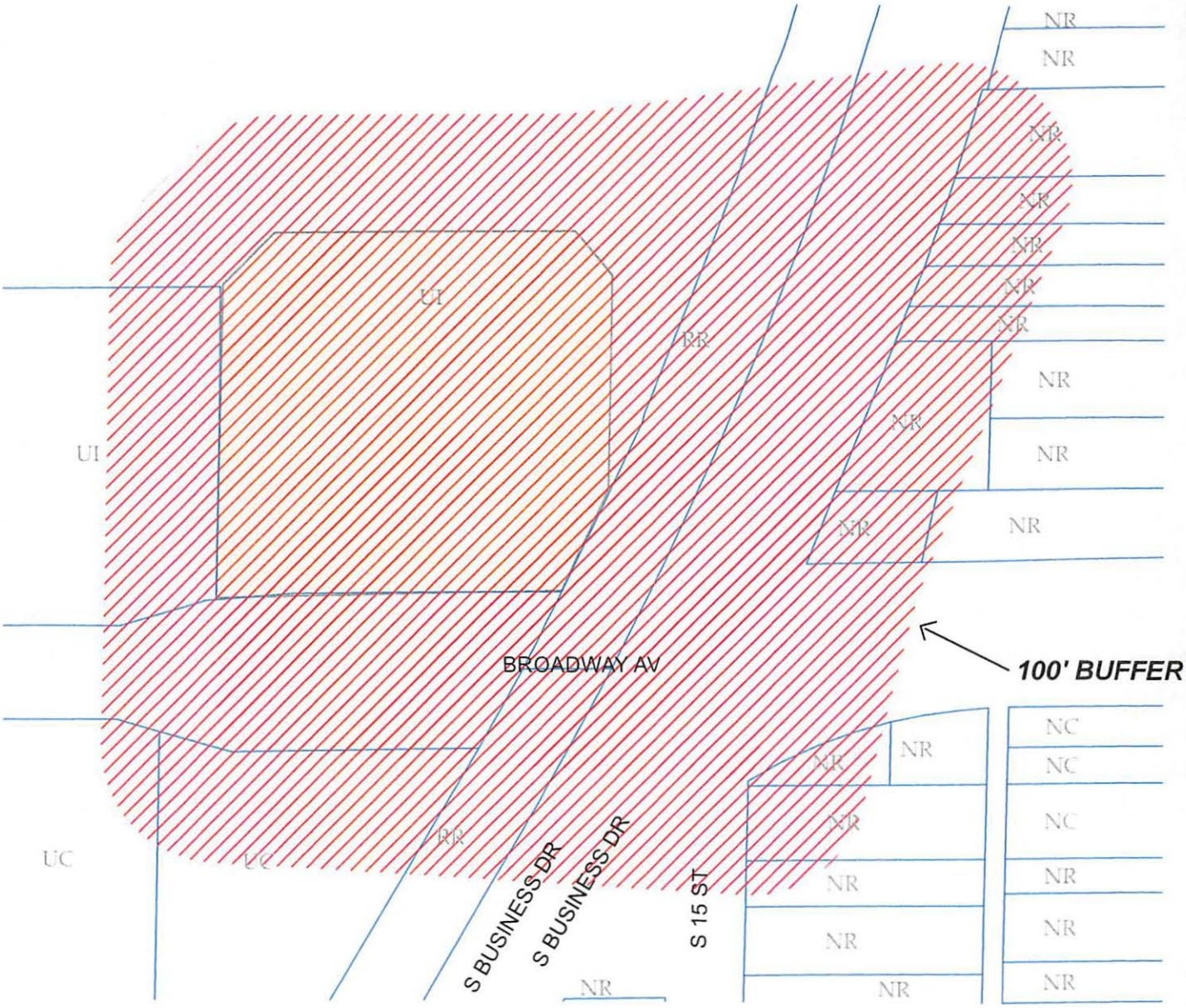


CHAPUT
LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: August 12, 2020
Drawing No. 3290-deb

PROPOSED ZONING CHANGE
FROM URBAN RESIDENTIAL (UR-12) to URBAN COMMERCIAL (UC)

SECTION 27, T. 15 N, R. 23 E



CITY OF SHEBOYGAN
828 CENTER AVE.
SHEBOYGAN, WI 53081

September 11, 2020

Dear Property Owner:

I wish to notify you that there will be a public hearing on an amendment to the to the City of Sheboygan's Official Zoning Map at 6:00 P.M., September 21, 2020, in Council Chamber of City Hall. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

ALL OF LOT 2 CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NUMBER 2095712, BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 89 °14'19" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1299.85 FEET TO A POINT ON THE WEST LINE OF LOT 1, CERTIFIED SURVEY MAP DESCRIBED IN DOCUMENT NO. 1199254; THENCE SOUTH 00°03'33" EAST ALONG SAID WEST LINE 52.25 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°56'41" EAST ALONG SAID SOUTH LINE 143.17 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE; THENCE SOUTH 11°14'58" WEST ALONG SAID WEST LINE 384.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 669.18 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 18°03'13" WEST 667.61 FEET TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE SOUTHERLY 110.27 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 25°58'45" WEST 110.26 FEET TO A POINT ON THE NORTH LINE OF BROADWAY AVENUE; THENCE SOUTH 89°29'20" WEST ALONG SAID NORTH LINE 235.88 FEET TO A POINT; THENCE SOUTH 85°40'26" WEST ALONG SAID NORTH LINE 63.59 FEET TO A POINT ON THE EAST LINE OF TRACTS 1 AND 2, CERTIFIED SURVEY MAP IN VOLUME 4, PAGE 332, DESCRIBED IN DOCUMENT NO. 1034946; THENCE NORTH 01°04'11" EAST SAID EAST LINE 282.35 FEET TO A POINT; THENCE NORTH 45°50'27" EAST 86.20 FEET TO A POINT; THENCE NORTH 89°45'09" EAST 230.72 FEET TO A POINT; THENCE SOUTH 53°08'24" EAST 64.62 FEET TO A POINT; THENCE SOUTH 00°33'44" WEST 198.57 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE AND THE POINT OF BEGINNING.

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

Sincerely,

MEREDITH DEBRUIN, City Clerk

ROSENTHAL, YVONNE M
1638 S 14TH ST
SHEBOYGAN, WI 53081

TOMAZIN, PATRICK A
1709 S 15TH ST
SHEBOYGAN, WI 53081

TLC PROPERTIES, INC
2809 S 5TH CT
MILWAUKEE, WI 53207

DAVID C ADAMAVICH REVOCABLE TRUST 10-11-17
1691 MAPLE LN
SHEBOYGAN, WI 53081

SOERENS, ROGER L
1618 S 14TH ST
SHEBOYGAN, WI 53081

SWAN MANAGEMENT LLC
1809 S 14TH ST
SHEBOYGAN, WI 53081

PFEIFER, ROBERT D
1536 S 14TH ST
SHEBOYGAN, WI 53081

MARCUS CABLE PARTNERS LLC
PO BOX 7467
CHARLOTTE, NC 28241

SALAZAR SANTOS, TITO
1715 S 15TH ST
SHEBOYGAN, WI 53081

CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081

BRANDL, PAUL C
7943 STAGECOACH RD
CROSS PLAINS, WI 53528

BAUER, BEVERLY ANN
1622 S 14TH ST
SHEBOYGAN, WI 53081

JANEY, SHARON A
1717 CAMELOT BLVD
SHEBOYGAN, WI 53081

PRUETER FREDRICK H PRUETER KERI L A
1604 S 14TH ST
SHEBOYGAN, WI 53081

CRAMER HOLDINGS LLC
11200 HACIENDA DEL MAR BLVD APT 201
PLACIDA, FL 33946

LOHR PROPERTIES SHEBOYGAN LLC
PO BOX 490
SHEBOYGAN, WI 53082

CONFIRMATION

wisconsin media
PART OF THE USA TODAY NETWORK

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

SHEB, CITY OF,LEGAL ACCT
828 CENTER AVE OFC OFFICE
SHEBOYGAN WI 53081-4442

Account	AD#	Net Amount	Tax Amount	Total Amount	Payment Method	Payment Amount	Amount Due
GWM-60409220	0004337720	$104.89	$0.00	$104.89	Credit Card	$0.00	$104.89

Sales Rep: sbeaton **Order Taker:** sbeaton **Order Created** 08/18/2020

Product	# Ins	Start Date	End Date
GWM-SHE-Sheboygan Press	2	09/04/2020	09/11/2020
GWM-SHEW-Sheboygan Press Digital	28	09/04/2020	10/01/2020

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

Text of Ad: 08/18/2020

NOTICE OF PUBLIC HEARING ON
AMENDMENT TO THE
SHEBOYGAN ZONING ORDINANCE

Notice is hereby given that a public hearing will be held at 6:00 P.M., September 21, 2020, in the City Hall, 3rd Floor Council Chambers, 828 Center Ave., Sheboygan, Wisconsin, to give persons an opportunity to be heard relative to the proposed amendment to the City of Sheboygan's Official Zoning Map. The purpose of the amendment is to change the Use District Classification of the following described property from Class Urban Residential (UR-12) to Class Urban Commercial (UC):

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

ALL OF LOT 2 CERTIFIED SURVEY MAP RECORDED AS DOCUMENT NUMBER 2095712, BEING A PART OF THE NORTHWEST 1/4 AND THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 27, TOWNSHIP 15 NORTH, RANGE 23 EAST, IN THE CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST 1/4 OF SAID 1/4 SECTION; THENCE SOUTH 89 °14'19" WEST ALONG THE NORTH LINE OF SAID 1/4 SECTION 1299.85 FEET TO A POINT ON THE WEST LINE OF LOT 1, CERTIFIED SURVEY MAP DESCRIBED IN DOCUMENT NO. 1199254; THENCE SOUTH 00°03'33" EAST ALONG SAID WEST LINE 52.25 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 89°56'41" EAST ALONG SAID SOUTH LINE 143.17 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE; THENCE SOUTH 11°14'58" WEST ALONG SAID WEST LINE 384.98 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 669.18 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 18°03'13" WEST 667.61 FEET TO THE POINT OF BEGINNING OF LANDS HEREINAFTER DESCRIBED; THENCE SOUTHERLY 110.27 FEET ALONG SAID WEST LINE AND THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST, WHOSE RADIUS IS 2817.47 FEET AND WHOSE CHORD BEARS SOUTH 25°58'45" WEST 110.26 FEET TO A POINT ON THE NORTH LINE OF BROADWAY AVENUE; THENCE SOUTH 89°29'20" WEST ALONG SAID NORTH LINE 235.88 FEET TO A POINT; THENCE SOUTH 85°40'26" WEST ALONG SAID NORTH LINE 63.59 FEET TO A POINT ON THE EAST LINE OF TRACTS 1 AND 2, CERTIFIED SURVEY MAP IN VOLUME 4, PAGE 332, DESCRIBED IN DOCUMENT NO. 1034946; THENCE NORTH 01°04'11" EAST SAID EAST LINE 282.35 FEET TO A POINT; THENCE NORTH 45°50'27" EAST 86.20 FEET TO A POINT; THENCE NORTH 89°45'09" EAST 230.72 FEET TO A POINT; THENCE SOUTH 53°08'24" EAST 64.62 FEET TO A POINT; THENCE SOUTH 00°33'44" WEST 198.57 FEET TO A POINT ON THE WEST LINE OF SOUTH BUSINESS DRIVE AND THE POINT OF BEGINNING.

MEREDITH DEBRUIN
City Clerk
Run: September 4, 11, 2020 WNAXLP

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred R. C. No. 312-19-20 by Finance and Personnel Committee and R. O. No. 92-19-20 by City Clerk submitting a notice of claim from American Family Insurance for alleged damages to their insured (Mollie R. Leffin) vehicle when it was struck by a City of Sheboygan vehicle; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.22

R. C. No. 312 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. O. No. 92-19-20 by City Clerk submitting a notice of claim from American Family Insurance for alleged damages to their insured (Mollie R. Leffin) vehicle when it was struck by a City of Sheboygan vehicle; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21 F+P

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

4.2

R. O. No. 92 - 19 - 20. By CITY CLERK. October 21, 2019.

Submitting a notice of claim from American Family Insurance for alleged damages to their insured (Mollie R. Leffin) vehicle when it was struck by a City of Sheboygan vehicle.

CITY CLERK

Finance Personnel

OCT 10 '19 PM 4:18

AMERICAN FAMILY INSURANCE

AmFam.com

1-800-MY AMFAM (692-6326)

Claim 16-19
MKC
10/10/19

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
6000 AMERICAN PARKWAY
MADISON WI 53783

October 8, 2019

CITY OF SHEBOYGAN
828 CENTER AVE STE 100
SHEBOYGAN WI 53081-4442

REGARDING YOUR INSURED OFFICER MATTHEW BRAESCH

Notice of our intent to subrogate

Please review the information below and contact me with any questions

Claim number	Date of loss	Your file number	Our Insured
01-001-850278	9/6/2019	Unknown - Date of loss 9/6/19	MOLLIE R LEFFIN

Our investigation into the loss that occurred on the above referenced date determined that your insured was the party at fault. We anticipate making payment to our insured.

Once payment is made, our subrogation department will send supporting documentation for reimbursement of our claim payments and our insured's deductible, if applicable.

Please send us a written acknowledgement confirming or denying that you are the company insuring the above named party in this matter.

I am here to assist you with any questions you may have. Please use the contact information listed below to reach me. Thank you.

Trent Ritzenthaler
Subrogation Adjuster
1-800-MYAMFAM (1-800-692-6326) Ext. 45181
tritzent@amfam.com

G7L0D6N00M
C19-17870

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0D6N00M

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			SERGEANT TIMOTHY PATTON

Crash Date	Crash Time	Date Arrived	Time Arrived
09/06/2019	**07:58 AM**	**09/06/2019**	**07:58 AM**

Date Notified	Time Notified	Total Units	Total Injured	Total Killed
09/06/2019	**07:58 AM**	**03**	**00**	**00**

☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related	Tags
		NO	

☑ Reportable	Crash Type	☐ Amended	☐ Secondary Crash
	DT4000 (STANDARD CRASH)		

Description

Diagram



Reconstruction By

Photos By
246

Additional Information
PHOTOS

☑ **I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.**

ON FRIDAY 9/6/19, AT APPROXIMATELY 0758HRS, DURING MORNING RUSH HOUR, THERE WAS A THREE CAR COLLISION IN THE EASTBOUND NUMBER TWO LANE OF THE 1500 BLOCK OF ERIE AVENUE/HIGHWAY 23. ALL THREE VEHICLES WERE DRIVING EAST IN THE SAME LANE, NUMBER 2. THE DRIVERS WERE APPROACHING THE NORTH 14TH STREET INTERSECTION WITH ERIE AVENUE. THE ROADWAY HAS A DOWNHILL DECLINE. TRAFFIC STANDARDS CONTROLLED INTERSECTION. THE TRAFFIC LIGHT WAS RED FOR EASTBOUND TRAFFIC. V-3 SAID SHE STOPPED QUICKLY FOR A CAR THAT HAD STOPPED IN FRONT OF HER. TRAFFIC HAD BEEN STOP AND GO AS IT BACKED UP FROM THE INTERSECTION. SUDDENLY, V-3 WAS REAR ENDED BY V-2. V-2 SAID SHE STOPPED FOR V-3. TRAFFIC WAS HEAVY AND VEHICLES WERE CLOSE TOGETHER. SUDDENLY, V-2 WAS REAR ENDED AND PUSHED INTO V-3. V-1 SAID HE WAS DRIVING EAST WHEN HE SUDDENLY REALIZED THE VEHICLE IN FRONT OF HIM HAD STOPPED. V-1 WAS UNABLE TO STOP BEFORE REAR ENDING V-2, WHICH WAS PUSHED BY V-1 INTO V-3. THERE WERE NO REPORTED INJURIES. NO WITNESSES WERE LOCATED. V-1 FOLLOWED TOO CLOSELY AND STRUCK V-2 THAT STOPPED FOR V-3. V-1 PUSHED V-2 INTO V-3.

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON STH23 EB 48 FT W OF N 15TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.756352584	Longitude -87.724787785
	X Coordinate 441653.4375	Y Coordinate 4845067.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY
Manner of Collision 02--FRONT TO REAR	Light Condition DAYLIGHT
Road Surface Condition(s) DRY	Roadway Factor(s) BACKUP DUE TO REGULAR CONGESTION
Environment Factor(s) NONE	
Weather Condition(s) CLOUDY	
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION
Tribal Land	Access Control NO CONTROL / Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION	T-INTERSECTION

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel EASTBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 5
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade DOWNHILL
Truck Bus or HazMat NO				

UNIT 01 — VEHICLE 01

License Plate Number E6649	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AR5HGC25959	Make FORD	Year 2017	Model EXPLORER
Color BLK - BLACK	Body Style UT - SPORT UTILITY VEHICLE		Bus Use NOT A BUS
Initial Contact Point 12--FRONT	Vehicle Damage NO DAMAGE		
Extent Of Damage NO DAMAGE			

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — VEHICLE 01

Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: FOLLOWING TOO CLOSE	
Owner Name: CITY OF SHEBOYGAN (920) 459-3333	Owner Address: 828 CENTER AVE SHEBOYGAN, WI 53081 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event:	
03 Event:	
04 Event:	

UNIT 01 — Policy Holder

Insurance Company: CIVMC	Government: CITY OF SHEBOYGAN

UNIT 01 — INDIVIDUAL 001

Individual

Driver: MATTHEW S BRAESCH (920) 459-3333	Citations Issued: 0	Sex: MALE
	Date of Birth: 02/20/1973	Race: WHITE
Address: 1315 N 23RD SHEBOYGAN, WI 53081 , US	Driver License Number: B6205577306009 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash: POLICE	Safety Equipment: SHOULDER & LAP BELT	
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY		
Helmet Use:	Helmet Compliance:	
Eye Protection:	Tint Compliance:	

Injury

Injury Severity: NO APPARENT INJ URY	Airbag: NON DEPLOYED	
Ejected: NOT EJ ECTED	Ejection Path: NOT EJ ECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER CAR	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	EASTBOUND	☐	25	5

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

UNIT 02 — VEHICLE 02

Vehicle

License Plate Number	Plate Type	St	Country of Issuance
654UED	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
JM1BM1V72E1115192	MAZDA	2014	MAZDA3 TOU

Color	Body Style	Bus Use
WHI - WHITE	4D - 4DR	NOT A BUS

Initial Contact Point	Vehicle Damage
6--REAR	1--RIGHT FRONT CORNER, 6--REAR, 11--LEFT FRONT CORNER, 12--FRONT

Extent Of Damage	
FUNCTIONAL DAMAGE	

Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — VEHICLE 02

What Driver Was Doing	Vehicle Factors
SLOW/STOPPING	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

Owner Name	Owner Address
MOLLIE ROSE LEFFIN (920) 918-5022	882 IROQUOIS TRL SHEBOYGAN FALLS, WI 53085 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 02 — INDIVIDUAL 002

Policy Holder

Insurance Company	Individual
AMERICAN-FAMILY-INS-CO	MOLLIE LEFFIN

Individual

Driver	Citations Issued	Sex
MOLLIE ROSE LEFFIN (920) 918-5022	0	FEMALE
	Date of Birth: 02/02/1995	Race: WHITE
Address: 882 IROQUOIS TRL SHEBOYGAN FALLS, WI 53085 , US	Driver License Number: L1505569554208 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJURY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJECTED	NOT EJECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		
Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 002

Prior Action	
Action	
Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type
Individual Condition: APPEARED NORMAL

Unit Summary

UNIT 03

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs: 1	Train/Bus # Recorded	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: EASTBOUND	☐ Pre CrashTire Mark	Speed Limit: 25	Total Lanes: 5
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: CONCRETE		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

UNIT 03 — VEHICLE 03

License Plate Number: 589VDG	Plate Type: AUT - AUTOMOBILE	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 2T2BK1BA3FC304710	Make: LEXUS	Year: 2015	Model: RX 350
Color: RED - RED	Body Style: LL - CARRYALL		Bus Use: NOT A BUS
Initial Contact Point: 6--REAR	Vehicle Damage: 6--REAR		
Extent Of Damage: MINOR DAMAGE			
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR		
What Driver Was Doing: SLOW/STOPPING			

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 03 — VEHICLE 03

Vehicle Factors	Driver Prior Action Other
NOT APPLICABLE	

Driver Actions
NO CONTRIBUTING ACTION

Owner Name	Owner Address
KATHLEEN E KIST (330) 283-0817	N6257 KAPUR DR SHEBOYGAN FALLS, WI 53085 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 03 — Policy Holder

Insurance Company	Individual
ALLSTATE-INDEMNITY-CO	KATHLEEN KIST

UNIT 03 — INDIVIDUAL 003

Individual

Driver	Citations Issued	Sex
KATHLEEN E KIST (330) 283-0817	0	FEMALE
	Date of Birth	**Race**
	10/20/1959	WHITE

Address	Driver License Number
N6257 KAPUR DR SHEBOYGAN FALLS, WI 53085 , US	K2305055988007 STATE: WISCONSIN COUNTRY: UNITED STATES

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT

Seat Position	Helmet Compliance
1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	

Helmet Use	Tint Compliance

Eye Protection	

Injury

Injury Severity	Airbag
NO APPARENT INJ URY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJ ECTED	NOT EJ ECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		

Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source
NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action
NOT DISTRACTED

Non Motorist

Striking Unit #	Location

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 03 — INDIVIDUAL 003

Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type:	Alcohol Test Results:	
Drug Test Given: TEST NOT GIVEN	Drug Test Type:	Drug Test Results:	
Drug Type			
Individual Condition: APPEARED NORMAL			

HEUER L[illegible] OFFICES, S.C.

DEC 12 '19 PM 3:19

ATTORNEYS AT LAW
9312 W. NATIONAL AVE.
WEST ALLIS, WISCONSIN 53227

JOHN M. HEUER
KIRSTEN FAGERLAND PEZEWSKI
JONATHAN D. MCCOLLISTER

TELEPHONE 414/224-3500
FAX 414/224-3510

JONATHAN FICKE
RYAN M. PETERSON
JONATHAN S. GOURLAY
DANIEL C. NEDSET

December 6, 2019

CITY OF SHEBOYGAN
ATTENTION: City Clerk – Meredith DeBruin
1315 NORTH 23RD STREET, SUITE 102
SHEBOYGAN, WI 53081

RE: NOTICE OF CLAIM
My Client: American Family Mutual Insurance Company
Damages: $3845.69

Dear CITY OF SHEBOYGAN:

My office represents American Family Mutual Insurance Company in the above matter. We have been retained to sue the city of Sheboygan for damages you caused in an automobile collision on September 6. 2019, at 7:58 a.m. at eastbound STH 23, 48 feet west of 15th street, in the city of Sheboygan. Your employee, Matthew Braesch, was driving a 2017 Ford Explorer – owned by the city of Sheboygan – when he rear-ended my client's insured (Mollie R. Leffin). As a result of your negligence, you caused $3845.69 in property damages.

My client paid $3595.69 in property damage losses, and my client's insured incurred a $250.00 deductible loss.

Please allow this letter to serve as formal notice of my client's claim.

Thank you.

Very truly yours.

HEUER LAW OFFICES, S. C.

Jonathan D. McCollister
Attorney

Our file 174973

HEUER LAW OFFICES, S.C.

ATTORNEYS AT LAW
9312 W. NATIONAL AVE.
WEST ALLIS, WISCONSIN 53227

JAN 3 '20 PM 1:26

JOHN M. HEUER
KIRSTEN FAGERLAND PEZEWSKI
JONATHAN D. MCCOLLISTER

TELEPHONE 414/224-3500
FAX 414/224-3510

JONATHAN FICKE
RYAN M. PETERSON
JONATHAN S. GOURLAY
DANIEL C. NEDSET

December 26, 2019

CITY OF SHEBOYGAN
ATTENTION: City Clerk – Meredith DeBruin
1315 NORTH 23RD STREET, SUITE 102
SHEBOYGAN, WI 53081

RE: Supplement to Dec. 6, 2019, Notice of Claim
Damages: $3845.69

Dear Ms. DeBruin:

Thank you for your telephone call on December 17, 2019. As requested, I am attaching my client's proofs of damages.

I have attached a copy of a notice of claim/demand my client sent you on October 28, 2019, a copy of the collision report, and a copy of the damage estimate.

American Family paid $3595.69 in collision damages, and its insured incurred a $250.00 collision deductible.

Very truly yours,

HEUER LAW OFFICES, S. C.

Attorney Jonathan D. McCollister

Our file 174973

AMERICAN FAMILY INSURANCE

AMERICAN FAMILY MUTUAL INSURANCE COMPANY, S.I.
6000 AMERICAN PARKWAY
MADISON WI 53783

AmFam.com
1-800-MY AMFAM (692-6326)

October 28, 2019

CITY OF SHEBOYGAN
828 CENTER AVE STE 100
SHEBOYGAN WI 53081-4442

REGARDING YOUR INSURED OFFICER MATTHEW BRAESCH

Notice of subrogation

Please review the information below and contact me with any questions

Claim number	Date of loss	Your claim number	Our insured
01-001-850278	09/06/2019	Unknown - Date of Loss 9/6/19	MOLLIE R LEFFIN

We are notifying you that we have made payment on the above referenced claim and our supporting documentation and proof of payment are enclosed.

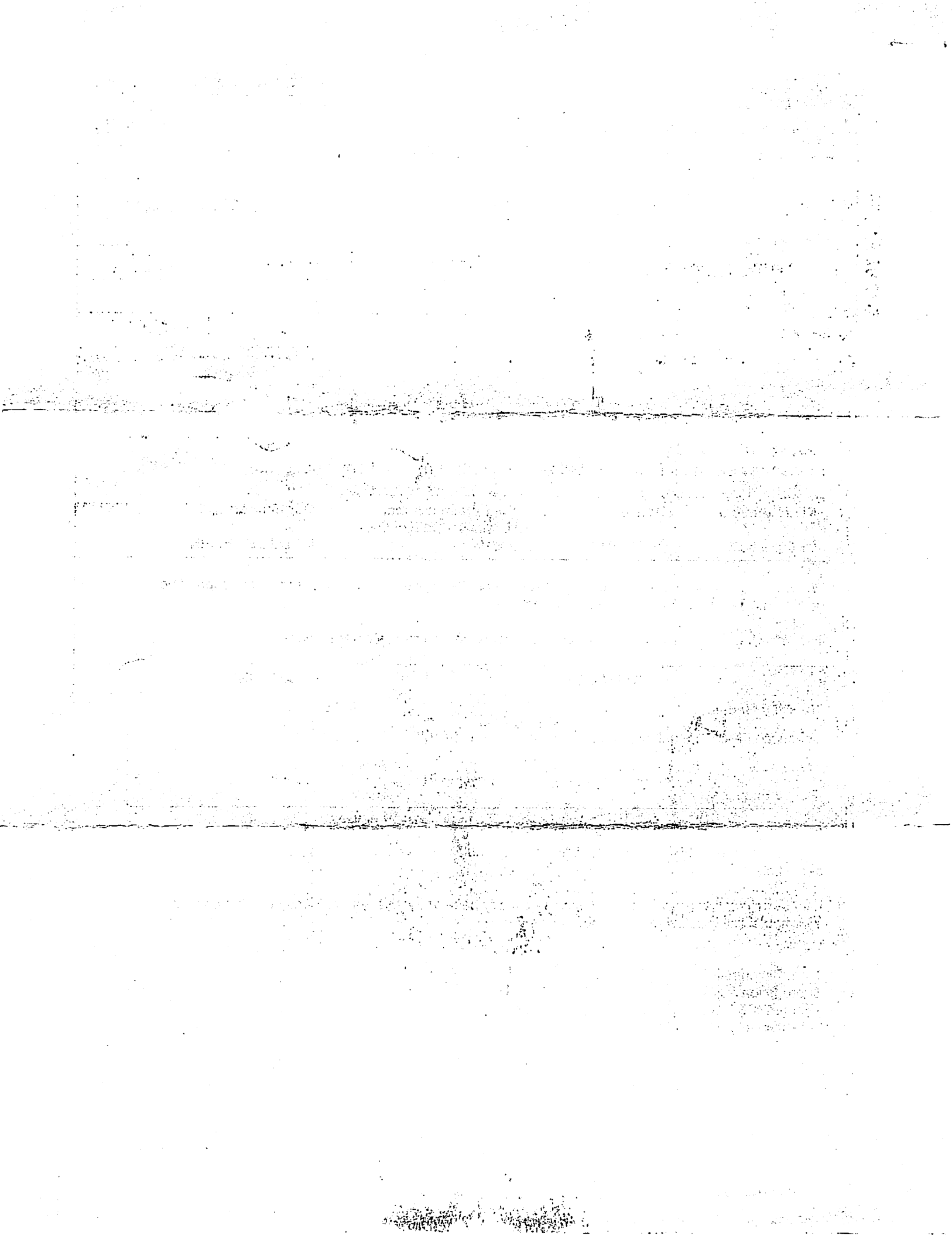
The following breakdown shows the damages that were incurred by our insured:

DAMAGE	AMOUNT
Total Damages:	**$3,845.69**
American Family Mutual Insurance Company, S.I. payment(s)	$3,595.69
Deductible	$250.00
Rental Expense	$0.00

Our investigation and the facts of this claim support that this incident was caused by your insured's negligence. Please forward the total claim amount indicated. We will reimburse our insured their deductible.

I am here to assist you with any questions you may have about this notice. Please use the contact information listed below to reach me. Thank you.

Trent Ritzenthaler
Subrogation Adjuster
1-800-MYAMFAM (1-800-692-6326) Ext. 45181
tritzent@amfam.com



G7L0D6N00M
C19-17870

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

G7L0D6N00M

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy
			SERGEANT TIMOTHY PATTON

Crash Date	Crash Time	Date Arrived	Time Arrived
09/06/2019	**07:58 AM**	**09/06/2019**	**07:58 AM**

Date Notified	Time Notified	Total Units	Total Injured	Total Killed
09/06/2019	**07:58 AM**	**03**	**00**	**00**

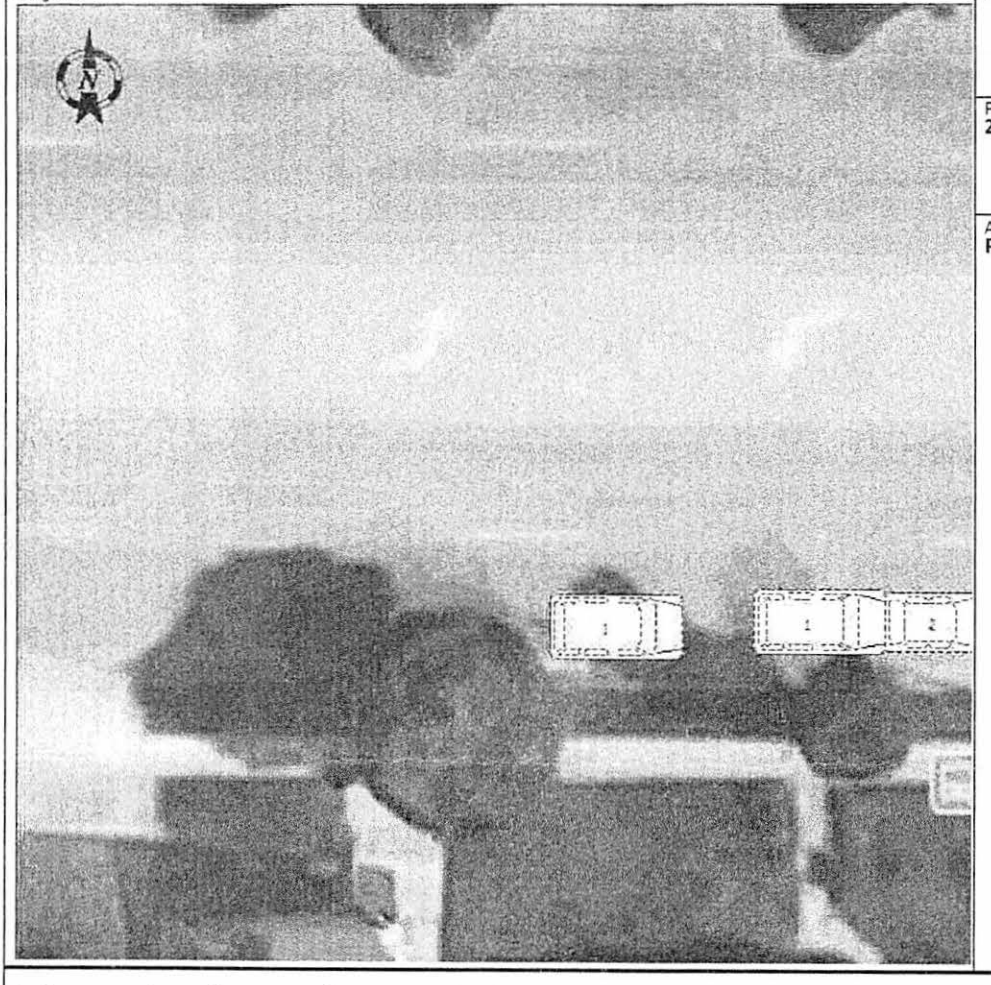
☐ On Emergency	☐ Hit and Run	☐ Lane Closure	☐ Work Zone	☐ Trailer or Towed	☐ Reporting Threshold

☐ Government Property	☐ Active School Zone	School Bus Related	Tags	
		NO		

☑ Reportable	Crash Type	☐ Amended	☐ Secondary Crash
	DT4000 (STANDARD CRASH)		

Description

Diagram



Reconstruction By

Photos By
246

Additional Information
PHOTOS

☑ **I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.**

ON FRIDAY 9/6/19, AT APPROXIMATELY 0758HRS, DURING MORNING RUSH HOUR, THERE WAS A THREE CAR COLLISION IN THE EASTBOUND NUMBER TWO LANE OF THE 1500 BLOCK OF ERIE AVENUE/HIGHWAY 23. ALL THREE VEHICLES WERE DRIVING EAST IN THE SAME LANE, NUMBER 2. THE DRIVERS WERE APPROACHING THE NORTH 14TH STREET INTERSECTION WITH ERIE AVENUE. THE ROADWAY HAS A DOWNHILL DECLINE. TRAFFIC STANDARDS CONTROLLED INTERSECTION. THE TRAFFIC LIGHT WAS RED FOR EASTBOUND TRAFFIC. V-3 SAID SHE STOPPED QUICKLY FOR A CAR THAT HAD STOPPED IN FRONT OF HER. TRAFFIC HAD BEEN STOP AND GO AS IT BACKED UP FROM THE INTERSECTION. SUDDENLY, V-3 WAS REAR ENDED BY V-2. V-2 SAID SHE STOPPED FOR V-3. TRAFFIC WAS HEAVY AND VEHICLES WERE CLOSE TOGETHER. SUDDENLY, V-2 WAS REAR ENDED AND PUSHED INTO V-3. V-1 SAID HE WAS DRIVING EAST WHEN HE SUDDENLY REALIZED THE VEHICLE IN FRONT OF HIM HAD STOPPED. V-1 WAS UNABLE TO STOP BEFORE REAR ENDING V-2, WHICH WAS PUSHED BY V-1 INTO V-3. THERE WERE NO REPORTED INJURIES. NO WITNESSES WERE LOCATED. V-1 FOLLOWED TOO CLOSELY AND STRUCK V-2 THAT STOPPED FOR V-3. V-1 PUSHED V-2 INTO V-3.

G7L0D6N00M
C19-17870

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

Location

ON STH23 EB 48 FT W OF N 15TH ST IN THE CITY OF SHEBOYGAN IN SHEBOYGAN COUNTY	Latitude 43.756352584	Longitude -87.724787785
	X Coordinate 441653.4375	Y Coordinate 4845067.5
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 02--FRONT TO REAR	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s) BACKUP DUE TO REGULAR CONGESTION	
Environment Factor(s) NONE		
Weather Condition(s) CLOUDY		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study

Within Interchange Area	Junction Location	Intersection Type
NO	INTERSECTION	T-INTERSECTION

Unit Summary

UNIT 01

Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE
Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements
Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
Insurance? YES	Direction Of Travel EASTBOUND	☐ Pre CrashTire Mark	Speed Limit 25	Total Lanes 5
Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function POLICE		Emergency Motor Vehicle Use NOT APPLICABLE
Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade DOWNHILL
Truck Bus or HazMat NO				

UNIT 01 VEHICLE 01

License Plate Number E6649	Plate Type OFF - MUNICIPAL OFFICI	St WI	Country of Issuance UNITED STATES
Vehicle Identification Number 1FM5K8AR5HGC25959	Make FORD	Year 2017	Model EXPLORER
Color BLK - BLACK	Body Style UT - SPORT UTILITY VEHICLE		Bus Use NOT A BUS
Initial Contact Point 12--FRONT	Vehicle Damage NO DAMAGE		
Extent Of Damage NO DAMAGE			

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — VEHICLE 01

Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR
What Driver Was Doing: GOING STRAIGHT	Vehicle Factors: NOT APPLICABLE
Driver Prior Action Other:	
Driver Actions: FOLLOWING TOO CLOSE	
Owner Name: CITY OF SHEBOYGAN (920) 459-3333	Owner Address: 828 CENTER AVE SHEBOYGAN, WI 53081 , US

Sequence Of Events

01	Event: MOTOR VEH IN TRANSPORT
02	Event:
03	Event:
04	Event:

UNIT 01 — INDIVIDUAL 001

Policy Holder

Insurance Company: CIVMC	Government: CITY OF SHEBOYGAN

Individual

Driver: MATTHEW S BRAESCH (920) 459-3333	Citations Issued: 0	Sex: MALE
	Date of Birth: 02/20/1973	Race: WHITE
Address: 1315 N 23RD SHEBOYGAN, WI 53081 , US	Driver License Number: B620577306009 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash: POLICE	Safety Equipment: SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use:	Helmet Compliance:
Eye Protection:	Tint Compliance:

Injury

Injury Severity: NO APPARENT INJ URY	Airbag: NON DEPLOYED	
Ejected: NOT EJ ECTED	Ejection Path: NOT EJ ECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier:	EMS Run #:
Hospital:	Date of Death:	Time of Death:

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 01 — INDIVIDUAL 001

Non Motorist

Striking Unit #	Location

Prior Action

Action

Action Other | To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 02

Unit Status	Vehicle Operating As Classification	Unit Type
IN TRANSIT	D CLASS	AUTOMOBILE

Vehicle Type	Operating As Endorsements
PASSENGER CAR	

Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types
1		0	0	0

Insurance?	Direction Of Travel	Pre CrashTire Mark	Speed Limit	Total Lanes
YES	EASTBOUND	☐	25	5

Most Harmful Event: Collision With	Special Function	Emergency Motor Vehicle Use
MOTOR VEH IN TRANSPORT	NO SPECIAL FUNCTION	NOT APPLICABLE

Traffic Way	Traffic Control	Traffic Control Inoperative/Missing
TWO-WAY, NOT DIVIDED	NO CONTROL	NO

Surface Type	Road Curvature	Road Grade
CONCRETE	STRAIGHT	LEVEL

Truck Bus or HazMat
NO

Vehicle

UNIT 02 — VEHICLE 02

License Plate Number	Plate Type	St	Country of Issuance
654UED	AUT - AUTOMOBILE	WI	UNITED STATES

Vehicle Identification Number	Make	Year	Model
JM1BM1V72E1115192	MAZDA	2014	MAZDA3 TOU

Color	Body Style	Bus Use
WHI - WHITE	4D - 4DR	NOT A BUS

Initial Contact Point	Vehicle Damage
6--REAR	1--RIGHT FRONT CORNER, 6--REAR, 11--LEFT FRONT CORNER, 12--FRONT

Extent Of Damage	
FUNCTIONAL DAMAGE	

Towed Due To Damage	Vehicle Removed By
NOT TOWED	OPERATOR

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — VEHICLE 02

What Driver Was Doing	Vehicle Factors
SLOW/STOPPING	NOT APPLICABLE
Driver Prior Action Other	

Driver Actions: NO CONTRIBUTING ACTION

Owner Name	Owner Address
MOLLIE ROSE LEFFIN (920) 918-5022	882 IROQUOIS TRL SHEBOYGAN FALLS, WI 53085 , US

Sequence Of Events

01	MOTOR VEH IN TRANSPORT
02	
03	
04	

UNIT 02 — Policy Holder

Insurance Company	Individual
AMERICAN-FAMILY-INS-CO	MOLLIE LEFFIN

UNIT 02 — INDIVIDUAL 002

Individual

Driver	Citations Issued	Sex
MOLLIE ROSE LEFFIN (920) 918-5022	0	FEMALE
	Date of Birth: 02/02/1995	Race: WHITE
Address: 882 IROQUOIS TRL SHEBOYGAN FALLS, WI 53085 , US	Driver License Number: L1505569554208 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash	Safety Equipment
	SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

Injury

Injury Severity	Airbag
NO APPARENT INJ URY	NON DEPLOYED

Ejected	Ejection Path	Trapped/Extricated
NOT EJ ECTED	NOT EJ ECTED/NOT APPLICABLE	NOT TRAPPED

Medical Transport	EMS Agency Identifier	EMS Run #
NOT TRANSPORTED		
Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)

Distracted By Action: NOT DISTRACTED

Non Motorist

Striking Unit #	Location

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 02 — INDIVIDUAL 002

Prior Action	
Action	
Action Other	To/From School

Drug & Alcohol

Suspected Alcohol Use	Suspected Drug Use
NO	NO

Alcohol Test Given	Alcohol Test Type	Alcohol Test Results
TEST NOT GIVEN		

Drug Test Given	Drug Test Type	Drug Test Results
TEST NOT GIVEN		

Drug Type

Individual Condition
APPEARED NORMAL

Unit Summary

UNIT 03

Unit Status: IN TRANSIT		Vehicle Operating As Classification: D CLASS		Unit Type: AUTOMOBILE
Vehicle Type: (SPORT) UTILITY VEHICLE				Operating As Endorsements:
Total Occs: 1	Train/Bus # Recorded:	Total # Citations Issued: 0	Total Trailers: 0	Total HazMat Types: 0
Insurance?: YES	Direction Of Travel: EASTBOUND	☐ Pre CrashTire Mark	Speed Limit: 25	Total Lanes: 5
Most Harmful Event: Collision With: MOTOR VEH IN TRANSPORT		Special Function: NO SPECIAL FUNCTION		Emergency Motor Vehicle Use: NOT APPLICABLE
Traffic Way: TWO-WAY, NOT DIVIDED		Traffic Control: NO CONTROL		Traffic Control Inoperative/Missing: NO
Surface Type: CONCRETE		Road Curvature: STRAIGHT		Road Grade: LEVEL
Truck Bus or HazMat: NO				

Vehicle

UNIT 03 — VEHICLE 03

License Plate Number: 589VDG	Plate Type: AUT - AUTOMOBILE	St: WI	Country of Issuance: UNITED STATES
Vehicle Identification Number: 2T2BK1BA3FC304710	Make: LEXUS	Year: 2015	Model: RX 350
Color: RED - RED	Body Style: LL - CARRYALL		Bus Use: NOT A BUS
Initial Contact Point: 6--REAR	Vehicle Damage: 6--REAR		
Extent Of Damage: MINOR DAMAGE			
Towed Due To Damage: NOT TOWED	Vehicle Removed By: OPERATOR		
What Driver Was Doing: SLOW/STOPPING			

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

UNIT 03 — VEHICLE 03

Driver Prior Action Other	Vehicle Factors: NOT APPLICABLE
Driver Actions: NO CONTRIBUTING ACTION	
Owner Name: KATHLEEN E KIST (330) 283-0817	Owner Address: N6257 KAPUR DR SHEBOYGAN FALLS, WI 53085 , US

Sequence Of Events

01 Event: MOTOR VEH IN TRANSPORT	
02 Event	
03 Event	
04 Event	

UNIT — Policy Holder

Insurance Company: ALLSTATE-INDEMNITY-CO	Individual: KATHLEEN KIST

UNIT — INDIVIDUAL

Driver: KATHLEEN E KIST (330) 283-0817	Citations Issued: 0	Sex: FEMALE
	Date of Birth: 10/20/1959	Race: WHITE
Address: N6257 KAPUR DR SHEBOYGAN FALLS, WI 53085 , US	Driver License Number: K2305055988007 STATE: WISCONSIN COUNTRY: UNITED STATES	

Safety Equipment

On Duty Crash	Safety Equipment: SHOULDER & LAP BELT
Seat Position: 1--FRONT SEAT-LEFT SIDE (DRIVER/MOTORCY	
Helmet Use	Helmet Compliance
Eye Protection	Tint Compliance

UNIT 03 — 003 — Injury

Injury Severity: NO APPARENT INJ URY	Airbag: NON DEPLOYED	
Ejected: NOT EJ ECTED	Ejection Path: NOT EJ ECTED/NOT APPLICABLE	Trapped/Extricated: NOT TRAPPED
Medical Transport: NOT TRANSPORTED	EMS Agency Identifier	EMS Run #
Hospital	Date of Death	Time of Death

Distracted By

Distracted By Source: NOT APPLICABLE (NOT DISTRACTED)	
Distracted By Action: NOT DISTRACTED	

Non Motorist

Striking Unit #	Location

WISCONSIN MOTOR VEHICLE CRASH REPORT

SHEBOYGAN POLICE DEPARTMENT
1315 N 23RD ST
SHEBOYGAN, WI 53081
(920) 459-3333

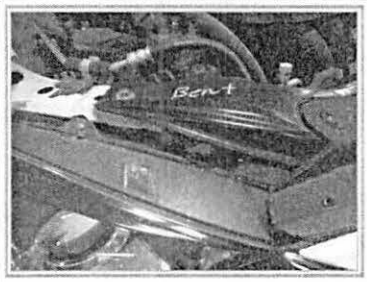
UNIT 03 INDIVIDUAL 003

Prior Action			
Action			
Action Other			To/From School
Drug & Alcohol	Suspected Alcohol Use: NO	Suspected Drug Use: NO	
Alcohol Test Given: TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
Drug Test Given: TEST NOT GIVEN	Drug Test Type	Drug Test Results	
Drug Type			
Individual Condition: APPEARED NORMAL			

Financials (Total Incurred: $3,595.69): Transactions

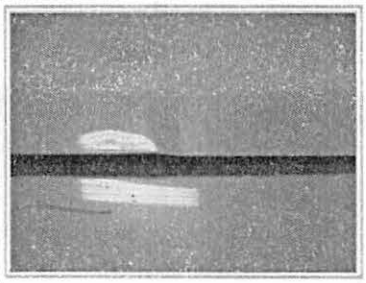
Custom

Type	Date	Amount	Exposure	Coverage	Cost Type	Status	User
Payment	10/21/2019	$3,595.69	1	Collision	Loss Cost	Submitted	System User

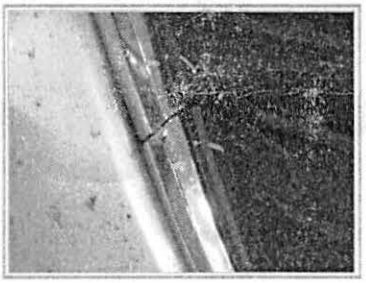

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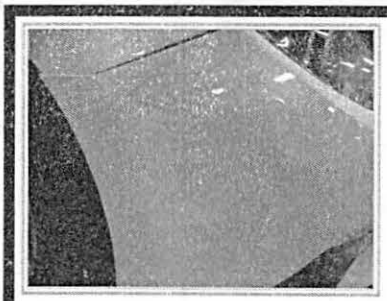

Attached: 09/09/19 12:06pm

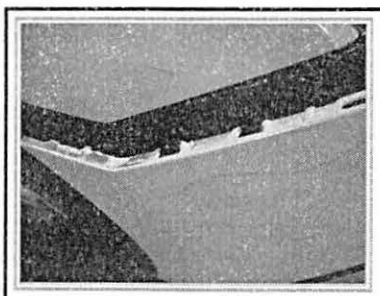

Attached: 09/09/19 12:06pm

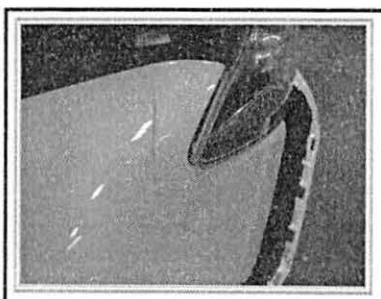

Attached: 09/09/19 12:06pm


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Attached: 09/09/19 12:06pm

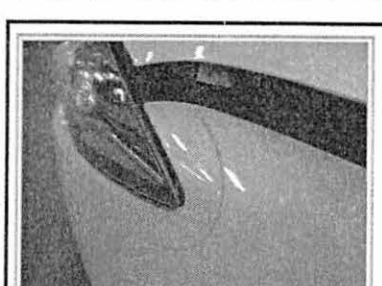

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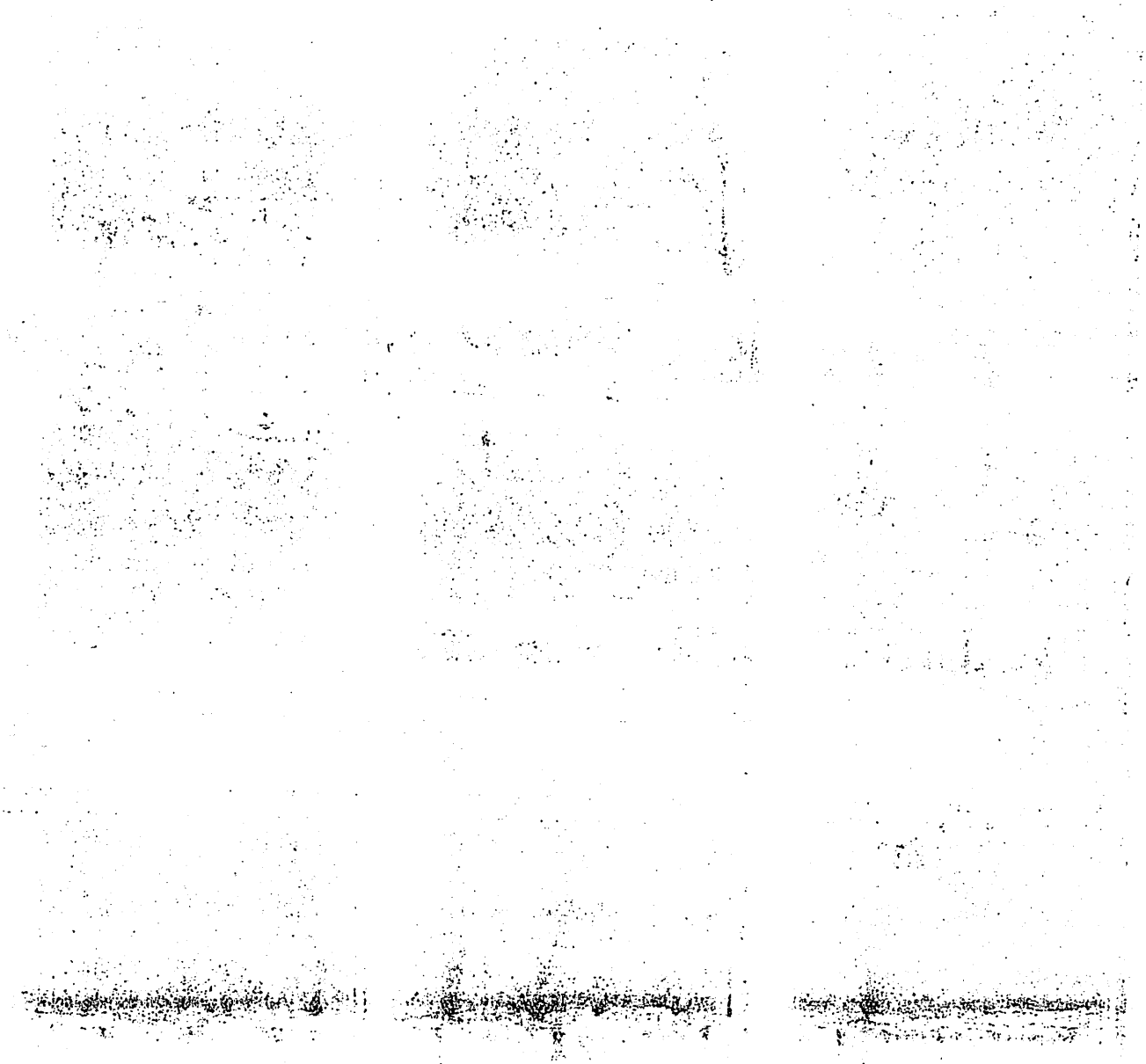

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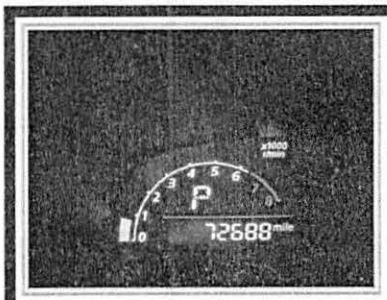

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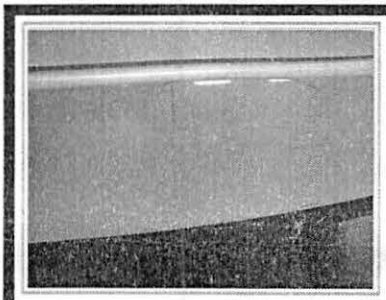
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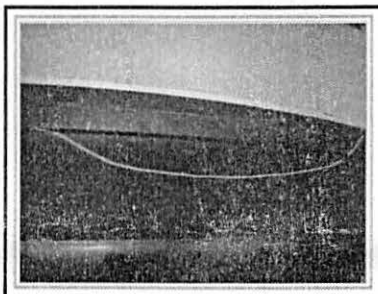
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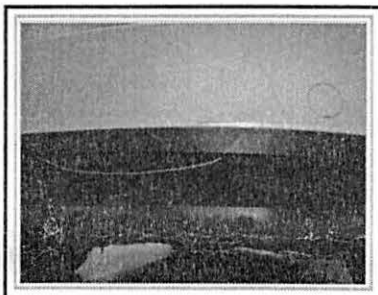
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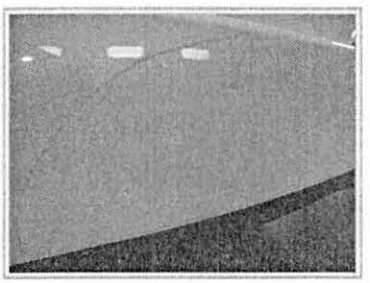
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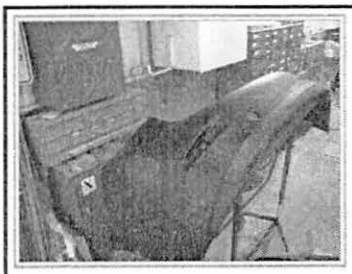
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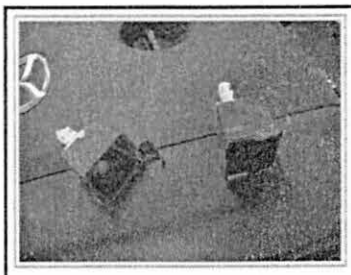


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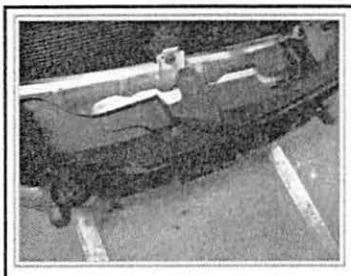
Attached: 10/07/19 04:34pm

REAR COVER 1 PIECE UNIT



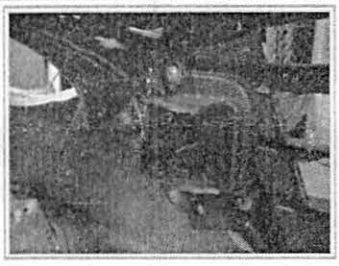
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RT.& LT. GRILLE SUPPORTS



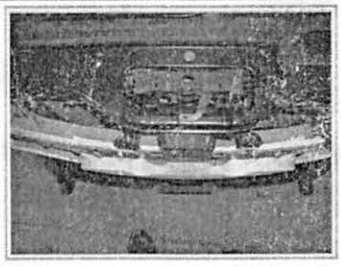
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FRONT GRILLE SUPPORT



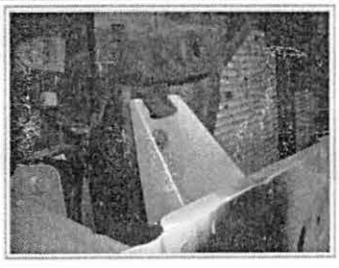
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RT.& LT. GRILLE SUPPORTSRT.& LT. GRILLE SUPPORTS



Attached: 10/07/19 04:34pm

FRONT BUMPER REINFORCEMENT & CUSHION



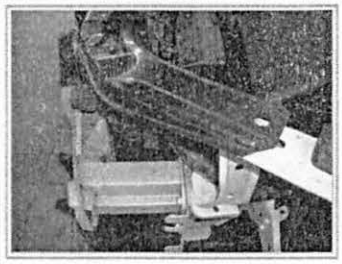
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FRONT BUMPER REINFORCEMENT



Attached: 10/07/19 04:34pm

UPPER TIE BAR WONT FIT DUE TO BENT BUMPER



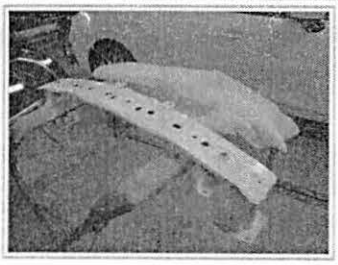
Attached: 10/07/19 04:34pm

UPPER TIE BAR WONT FIT DUE TO BENT BUMPER



Attached: 10/07/19 04:34pm

FRONT BUMPER REINFORCEMENT / FLAT IN CENTER



Attached: 10/07/19 04:34pm

FRONT BUMPER REINFORCEMENT PAINTED



Attached: 10/07/19 04:34pm

LEFT FENDER BLENDED



Attached: 10/07/19 04:34pm

RIGHT FENDER BLENDED

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

***** FINAL BILL *****

RO# 904549

09/06/2019 10:33 AM
S3 10/09/2019 03:20 PM

Owner

Owner: KENNETH A LEFFIN
Address: 882 IROQUOIS TRL
City State Zip: SHEBOYGAN FALLS, WI 53085-1863
Email: leffin882@yahoo.com

Cell: (920)918-8383
Cell: (920)918-8383xKEN
FAX:

Control Information

Claim #: 01001850278-1C
Loss Date/Time: 09/06/2019 07:00 AM
Deductible: $250.00

Insured Policy #: 4851542903
Loss Type: Collision

Ins. Company: American Family Mutual Insurance Company, S.I.

Insured: MOLLIE R LEFFIN
Address:
City State Zip:
Email: leffin882@yahoo.com

Home/Day: (920)467-0270
Work/Day: (920)918-5022
Cell: (920)918-8383

Claimant: MOLLIE R LEFFIN
Address: 882 IROQUOIS TRL
City State Zip: SHEBOYGAN FALLS, WI 53085-1863
Email: leffin882@yahoo.com

Home/Day: (920)467-0270
Work/Day: (920)918-5022
Cell: (920)918-8383

Inspection

Inspection Date: 09/06/2019 10:32 AM
Inspection Location: Sheboygan Chev/Buick/GMC/Cad
Address: 3400 SOUTH BUSINESS DRIVE
City State Zip: SHEBOYGAN, WI 53081
Email: collisioncenter@sheboyganauto.com
Primary Impact: Rear
Driveable: Yes

Inspection Type: Direct Repair Program
Contact:
Work/Day: (920)459-6855x
Work/Day: (888)459-6855x
FAX: (920)459-6286x

Secondary Impact: Front
Rental Assisted: Yes

Assigned Date/Time:
First Contact Date/Time: 09/06/2019 10:32 AM

Received Date/Time: 09/06/2019 04:05 PM
Appointment Date/Time: 09/09/2019 07:00 AM

Appraiser Name: Cliff Netzer
Address: 3400 South Business Drive
City State Zip: Sheboygan, WI 53081

Appraiser License #:
Work/Day: (920)459-6855x348
Work/Day: (888)459-6855x348
FAX: (920)459-6286

Orig Appraiser Name: Cliff Netzer

Appraiser License #:

Address:	3400 South Business Drive	**Work/Day:**	(920)459-6855x348
		Work/Day:	(888)459-6855x348
City State Zip:	Sheboygan, WI 53081	**FAX:**	(920)459-6286

Repairer

Repairer:	Sheboygan Chev/Buick/GMC/Cad	**Contact:**	
Address:	3400 SOUTH BUSINESS DRIVE	**Work/Day:**	(920)459-6855
		Work/Day:	(888)459-6855
City State Zip:	SHEBOYGAN, WI 53081	**FAX:**	(920)459-6286
Email:	collisioncenter@sheboyganauto.com		

Repair Start Date/Time:	10/01/2019	**Vehicle Drop Off Date/Time:**	10/01/2019
Repair Complete Date/Time:	10/07/2019	**Vehicle Pick Up Date/Time:**	10/08/2019
Target Complete Date/Time:	10/08/2019	**Days To Repair:**	6

Remarks

ESTIMATE OPEN FOR HIDDEN DAMAGES:
VEHICLE WILL REQUIRE BLENDING OF RT/LT FENDER / PEARL WHITE

Vehicle

2014 Mazda Mazda3 i Touring 4 DR Sedan
4cyl Gasoline 2.0 Dohc
6-Speed Automatic

Lic.Plate:	654UED	**Lic State:**	WI
Lic Expire:		**VIN:**	JM1BM1V72E1115192
Prod Date:		**Mileage:**	72,688
Veh Insp# :		**Mileage Type:**	Actual
Condition:		**Code:**	D1643C
Ext. Color:	WHITEWATER PRL	**Int. Color:**	Black
Ext. Refinish:	Three-Stage User Defined	**Int. Refinish:**	Two-Stage
Ext. Paint Code:	25D	**Int. Trim Code:**	BV0

Options - ***AudaVIN Information Received***

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Auxiliary Audio Input	Blind Spot Sensor	Bucket Seats
Center Console	Compact Spare Tire	Cross Traffic Alert
Cruise Control	Daytime Running Lights	Dual Airbags
Elect. Stability Control	Ext Mirror Turn Signals	Floor Mats
Halogen Headlights	Head Airbags	Heated Power Mirrors
Intermittent Wipers	Keyless Entry System	Keyless Ignition System
Leather Shift Knob	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	***Pearlescent Paint***	Power Brakes
Power Door Locks	Power Steering	Power Windows
Rear Spoiler	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Telescopic Steering Whl
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Trip Computer
USB Audio Input(s)	Velour/Cloth Seats	Wireless Audio Streaming
Wireless Phone Connect		

AudaVIN options are listed in bold-italic fonts

Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
Front Bumper										
1	EP	6		Cover,Front Bumper	Replace PXN	$260.00		S2	1.1	SM
				>> Niks Aftermarket 800-242-4379						
				>> 3581 West Breezewood Lane						
				>> Neenah WI 54956						
				>> Quote# 141567917850038, Stock# MA1000239C, Steve						
2	L	6	14	Cover,Front Bumper	Refinish				4.4	RF
					2.5 Surface					
					1.0 Three-stage setup					
					0.9 Three-stage					
3	E	5		Reinf,Front Bumper	BJS750070C	$233.50		S2	2.8	SM
4	L	5		Reinf,Front Bumper	Refinish			S2	0.8	RF
					0.7 Surface					
					0.1 Two-stage					
5	E	7		Absorber,Front Bumper	BJS750111	$74.48		S2	INC	SM
				>> ABSORBER HAD TO BE REPLACE WITH REINF. (UPDATED)						
Front End Panel And Lamps										
6	E	28	01	Grille Assembly	BJE150712B	$175.53			0.5	SM
7	E	1104		Brkt,Grille Mounting LT	BJS750163	$14.42		S2	INC	SM
8	E	1105		Brkt,Grille Mounting RT	BJS750153	$14.42		S2	INC	SM
9	EP	36		Mldg,Grille Upper	Replace PXN	$116.00			INC	SM
				>> Keystone - Appleton 800-422-1995						
				>> 5085 Wren Drive						
				>> Appleton WI 54913						
				>> Quote# 141567917850038, Stock# LKQ# 408250281						
10	EP	1092		Mldg,Grille Lower LT	Replace PXN	$42.00			INC	SM
				>> Niks Aftermarket 800-242-4379						
				>> 3581 West Breezewood Lane						
				>> Neenah WI 54956						
				>> Quote# 141567917850038, Stock# MA1214105C, Steve						
11	EP	1093		Mldg,Grille Lower RT	Replace PXN	$42.00			INC	SM
				>> Niks Aftermarket 800-242-4379						
				>> 3581 West Breezewood Lane						
				>> Neenah WI 54956						
				>> Quote# 141567917850038, Stock# MA1215105C, Steve						
12	RI	29		Emblem,Grille	R & I Assembly				0.2	SM
13	N	973		Headlamps Aim	Additional Labor				0.4	SM
14	RI	48		Lens,Headlamp LT	R & I Assembly			S2	INC	SM
15	RI	49		Lens,Headlamp RT	R & I Assembly			S2	INC	SM
Radiator Support										
16	E	344		Adapter,Grille Supt	BJS8501C0	$37.09		S2	INC	SM
17	E	82		Crsmbr,Rad Panel Upr	B45A53150A	$45.09			0.3	SM
Front Body And Windshield										
18	EP	83		Panel,Hood	Replace PXN	$347.00			1.0	SM
				>> PAM's Auto 320-363-7336						
				>> 7505 Ridgewood Rd						
				>> St Cloud MN 56303						
				>> Quote# 141567917850038, Stock# 153261						
19	L	83		Panel,Hood	Refinish				5.5	RF
				High Strength Steel						
					3.0 Surface					
					1.2 Edge					
					1.1 Three-stage					
					0.2 Two-stage					
20	E	99		Label,Hood	PE1869036	$2.75			0.1	SM
21	BR	103		Fender,Front LT	Blend Refinish			S2	1.3	RF

				0.6 Blend				
				0.7 Three-stage				
			>> TRI- STAGE PAINT					
22	BR	104	Fender,Front RT	Blend Refinish		S2	1.3	RF
				0.6 Blend				
				0.7 Three-stage				
			>> TRI- STAGE PAINT					
Rear Bumper								
23	EP	566	Cover,Rear Bumper	Replace PXN	$242.92		1.3	SM
			>> PAM's Auto 320-363-7336					
			>> 7505 Ridgewood Rd					
			>> St Cloud MN 56303					
			>> Quote# 141567917850038, Stock# 192268					
24	L	566	Cover,Rear Bumper	Refinish			3.5	RF
				2.6 Surface				
				0.9 Three-stage				
25	RI	606	Reflector,Rear Bumper LT	R & I Assembly			INC	SM
26	RI	607	Reflector,Rear Bumper RT	R & I Assembly			INC	SM
27	BR	1261	Cover,Tow Hook Access LT	Blend Refinish			0.1	RF
				0.1 Blend				
28	RI	1261	Cover,Tow Hook Access LT	R & I Assembly				SM
29	BR	1262	Cover,Tow Hook Access RT	Blend Refinish			0.1	RF
				0.1 Blend				
30	RI	1262	Cover,Tow Hook Access RT	R & I Assembly				SM
Manual Entries								
31	EC	M03	Flex Additive	Replace Economy	$6.00*			RF
32	L	M17	Cover Car Exterior	Refinish	$5.00*			RF
33	SB	M60	Hazardous Waste Removal	Sublet Repair	$5.00*			SM

33 Items

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
14	INCLUDES 1.0 HOURS FIRST PANEL THREE-STAGE ALLOWANCE

Estimate Total & Entries

Gross Parts			$597.28	
Other Parts			$1,060.92	
Paint & Materials	17.0 Hours @ $39.00		$500.00**	
Parts & Material Total				$2,158.20
Tax on Parts & Material	@ 5.500%			$118.70

Labor	**Rate**	**Replace Hrs**	**Repair Hrs**	**Total Hrs**	
Sheet Metal (SM)	$60.00	7.3	0.4	7.7	$462.00
Mech/Elec (ME)	$90.00				
Frame (FR)	$65.00				
Refinish (RF)	$60.00	17.0		17.0	$1,020.00

Labor Total	24.7 Hours		$1,482.00
Tax on Labor	@ 5.500%	$81.51	
Sublet Repairs		$5.00	
Tax on Sublet	@ 5.500%	$0.28	
Gross Total			**$3,845.69**
Less: Deductible			$250.00-
Net Total			**$3,595.69**
Less: Previous Net Total			$3,595.69-
Net Supplement Total (Final Bill)			**$0.00**

Alternate Parts Y/00/00/00/00/00 CUM 06/06/00/00/00 Zip Code: 53081 AM FAM CAPA
Recycled Parts Y/3/0 Zip Code: 53081 INV DATE: 09/11/2019
Rate Name Default

Audatex Estimating 8.0.643 S3 10/09/2019 03:44 PM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
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**** USER-ESTABLISHED THRESHOLD FOR PAINT AND MATERIALS HAS BEEN REACHED AND CALCULATED IN THIS ESTIMATE. ANY ADDITIONAL MATERIALS MAY REQUIRE FURTHER APPROVAL. ****
0.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.
5.3 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S THREE-STAGE REFINISH FORMULA.

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

Op Codes

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

Audatex a Solera company

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Solera

Audatex Alternate Parts Locate Report

Vehicle

2014 Mazda Mazda3 i Touring 4 DR Sedan
4cyl Gasoline 2.0 Dohc
6-Speed Automatic

Options

2nd Row Head Airbags
Aluminum/Alloy Wheels
Auxiliary Audio Input
Center Console
Cruise Control
Elect. Stability Control
Halogen Headlights
Intermittent Wipers
Leather Shift Knob
MP3 Decoder
Power Door Locks
Rear Spoiler
Side Airbags
Strg Wheel Radio Control
Theft Deterrent System
Tire Pressure Monitor
USB Audio Input(s)
Wireless Phone Connect
AM/FM CD Player
Anti-Lock Brakes
Blind Spot Sensor
Compact Spare Tire
Daytime Running Lights
Ext Mirror Turn Signals
Head Airbags
Keyless Entry System
Leather Steering Wheel
Pearlescent Paint
Power Steering
Rear Window Defroster
Split Folding Rear Seat
Tachometer
Tilt & Telescopic Steer
Traction Control System
Velour/Cloth Seats
Air Conditioning
Auto Headlamp Control
Bucket Seats
Cross Traffic Alert
Dual Airbags
Floor Mats
Heated Power Mirrors
Keyless Ignition System
Lighted Entry System
Power Brakes
Power Windows
Rem Trunk-L/Gate Release
Stability Cntrl Suspensn
Telescopic Steering Whl
Tinted Glass
Trip Computer
Wireless Audio Streaming

Line	Part Description	Supplier Part Number	Substituted For OEM Part Number	Supplier Code	CLS	SRC
1	Cover,Front Bumper	MA1000239C	BJS750031ABB	3	C	1
9	Mldg,Grille Upper	LKQ# 408250281	BJS75003313	6	C	1
10	Mldg,Grille Lower LT	MA1214105C	BHN1507K1A	4	C	1
11	Mldg,Grille Lower RT	MA1215105C	BHN1507J1A	5	C	1
18	Panel,Hood	153261	BJY05231XB	1	C	1
23	Cover,Rear Bumper	192268	BJS750221ABB	2	C	1

> = ESTIMATE TOTAL IS BASED ON PRICE QUOTED BY THIS SUPPLIER

Key to Classification / Source Codes

CLS = Classification Code

C - CAPA CERTIFIED PART QUOTED BY LISTED SUPPLIER
M - REMANUFACTURED / REBUILT PART
R - RECONDITIONED PART
S - OEM SURPLUS PART

SRC = Source Code

1 - NON ORIGINAL EQUIPMENT MANUFACTURER PART
3 - ORIGINAL EQUIPMENT MANUFACTURER (OEM) PART

Detailed Distributor List

1 APU2313634935448153261

PAM'S AUTO 320-363-7336

		7505 RIDGEWOOD RD ST CLOUD MN 56303	Quote# 141567917850038, Stock# 153261
2	APU2313634935448192268	PAM'S AUTO 320-363-7336 7505 RIDGEWOOD RD ST CLOUD MN 56303	Quote# 141567917850038, Stock# 192268
3	APU2313833260090MA1000239C	NIKS AFTERMARKET 800-242-4379 3581 WEST BREEZEWOOD LANE NEENAH WI 54956	Quote# 141567917850038, Stock# MA1000239C, Steve
4	APU2313833260090MA1214105C	NIKS AFTERMARKET 800-242-4379 3581 WEST BREEZEWOOD LANE NEENAH WI 54956	Quote# 141567917850038, Stock# MA1214105C, Steve
5	APU2313833260090MA1215105C	NIKS AFTERMARKET 800-242-4379 3581 WEST BREEZEWOOD LANE NEENAH WI 54956	Quote# 141567917850038, Stock# MA1215105C, Steve
6	APU7712811878210LKQ# 408250281	KEYSTONE - APPLETON 800-422-1995 5085 WREN DRIVE APPLETON WI 54913	Quote# 141567917850038, Stock# LKQ# 408250281

Audatex Estimating 8.0.643 S3 10/09/2019 03:44 PM REL 8.0.643 DT 04/01/2019 DB 08/01/2019
Zip Code: 53081 Search Area: AM FAM CAPA

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Solera

*** SUPPLEMENT RECONCILIATION ***

Supplement S3

Claim #: 01001850278-1C
File #:
Insured: MOLLIE R LEFFIN
Owner Name: KENNETH A LEFFIN
Appraiser Name: Cliff Netzer
Vehicle: 2014 Mazda Mazda3 i Touring 4 DR Sedan

Insured Policy #: 4851542903
Claim Rep:
Inspection Date/Time: 09/06/2019 10:32 AM

Actual Supplement 3 Net Total **$0.00+**

Summary

	Net Total	Date	Time	Appraiser
Supplement 2	$3,595.69	10/01/2019	03:57 PM	Cliff Netzer
Supplement 3	$3,595.69	10/09/2019	03:20 PM	Cliff Netzer

Audatex a Solera company

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Labor Report

SHEBOYGAN COLLISION CENTER
CHEVROLET - BUICK - GMC - CADILLAC INC
3400 SOUTH BUSINESS DRIVE -- SHEBOYGAN, WI 53081
OFFICE: 920-459-6855 FAX: 920-459-6286 TOLL FREE: 888-459-6855
FED I.D.# 83-0747810 EMAIL: COLLISIONCENTER@SHEBOYGANAUTO.COM

Claim # : 01001850278-1C
Owner Name: KENNETH A LEFFIN
Appraiser Name: Cliff Netzer
Insured Policy # : 4851542903

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

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

Operation Types:

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

Elimination:

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

Vehicle

2014 Mazda Mazda3 i Touring 4 DR Sedan
4cyl Gasoline 2.0 Dohc
6-Speed Automatic

Options - ***AudaVIN Information Received***

2nd Row Head Airbags	AM/FM CD Player	Air Conditioning
Aluminum/Alloy Wheels	Anti-Lock Brakes	Auto Headlamp Control
Auxiliary Audio Input	Blind Spot Sensor	Bucket Seats
Center Console	Compact Spare Tire	Cross Traffic Alert
Cruise Control	Daytime Running Lights	Dual Airbags
Elect. Stability Control	Ext Mirror Turn Signals	Floor Mats
Halogen Headlights	Head Airbags	Heated Power Mirrors
Intermittent Wipers	Keyless Entry System	Keyless Ignition System
Leather Shift Knob	Leather Steering Wheel	Lighted Entry System
MP3 Decoder	***Pearlescent Paint***	Power Brakes
Power Door Locks	Power Steering	Power Windows
Rear Spoiler	Rear Window Defroster	Rem Trunk-L/Gate Release
Side Airbags	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Telescopic Steering Whl
Theft Deterrent System	Tilt & Telescopic Steer	Tinted Glass
Tire Pressure Monitor	Traction Control System	Trip Computer
USB Audio Input(s)	Velour/Cloth Seats	Wireless Audio Streaming
Wireless Phone Connect		

AudaVIN options are listed in bold-italic fonts

Line	Op	Guide	Description	Operation Type	LABOR Full Value	Elim. Value	Net Value	R	Elimination
1	E	5	Reinf,Front Bumper	BASE	0.0	0.0	0.0		
			HEADLAMP ASSY LT	R & I	0.2	0.0	0.2		

			REINF,FRONT BUMPER	R & I	2.2		0.0	2.2		
			COVER,FRONT BUMPER	R & I		1.1				
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
			SHIELD,LOWER AIR	R & I		0.2				
			ADAPTER,GRILLE SUPT	R & I		0.3				
			ABSORBER,FRONT BUMPER	R & I		0.1				
			HEADLAMP ASSY RT	R & I	0.2		0.0	0.2		
			SHIELD,ENGINE LOWER (FRT)	R & I	0.2		0.0	0.2		
				TOTALS	2.8		0.0	2.8	SM	
2	EP	6	Cover,Front Bumper	BASE	0.0		0.0	0.0		
			COVER,FRONT BUMPER	OVERHAUL	1.1		0.0	1.1		
			LAMP,INDICATOR RT	R & I		0.2				
			FILLER,FRONT BUMPER RT	R & I		0.1				
			FILLER,FRONT BUMPER LT	R & I		0.1				
			LAMP ASSEMBLY,FOG RT	R & I		0.2				
			SPOILER,LOWER FRONT	R & I		0.2				
			LAMP ASSEMBLY,FOG LT	R & I		0.2				
			LAMP,INDICATOR LT	R & I		0.2				
			GRILLE ASSEMBLY	R & I		0.3				
			BRKT,GRILLE MOUNTING RT	R & I		0.1				
			BRKT,GRILLE MOUNTING LT	R & I		0.1				
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
				TOTALS	2.2		1.1	1.1	SM	
3	E	7	Absorber,Front Bumper	BASE	0.0		0.0	0.0		
			ABSORBER,FRONT BUMPER	R & I	0.1		0.1	0.0		LABOR 5 E
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
				TOTALS	1.2		1.2	0.0	SM	
4	E	28	Grille Assembly	BASE	0.0		0.0	0.0		
			GRILLE ASSEMBLY	OVERHAUL	0.5		0.0	0.5		
			MLDG,GRILLE LOWER (2017-) LT	R & I		0.1				
			MLDG,GRILLE UPPER	R & I		0.2				
			BRKT,GRILLE MTG (2017-) LT/RT	OVERLAP		0.1				
			COVER,RAD SUPT PANEL	R & I		0.1				
			MOULDINGS,GRILLE (2017-) LT	R & I		0.1				
			MLDG,GRILLE LOWER RT	R & I		0.1				
			MOULDINGS,GRILLE (2017-) CTR	R & I		0.1				
			MOULDINGS,GRILLE (2017-) RT	R & I		0.1				
			MLDG,GRILLE LOWER LT	R & I		0.1				
			MLDG,GRILLE LOWER (2017-) RT	R & I		0.1				
			GRILLE ASSEMBLY	R & I	0.3		0.3	0.0		LABOR 6 EP
			BRKT,GRILLE MOUNTING RT	R & I		0.1				
			BRKT,GRILLE MOUNTING LT	R & I		0.1				
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
				TOTALS	1.9		1.4	0.5	SM	
5	RI	29	Emblem,Grille	BASE	0.0		0.0	0.0		

			EMBLEM,GRILLE	R & I	0.2	0.0	0.2		
				TOTALS	0.2	0.0	0.2	SM	
6	EP	36	Mldg,Grille Upper	BASE	0.0	0.0	0.0		
			MLDG,GRILLE UPPER	R & I	0.2	0.2	0.0		LABOR 28 E
				TOTALS	0.2	0.2	0.0	SM	
7	RI	48	Lens,Headlamp LT	BASE	0.0	0.0	0.0		
			HEADLAMP ASSY LT	R & I	0.2	0.2	0.0		LABOR 5 E
			COVER,FRONT BUMPER	R & I	1.1	1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I	0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP	0.2				
			DUCT,AIR INTAKE	R & I	0.1				
				TOTALS	1.3	1.3	0.0	SM	
8	RI	49	Lens,Headlamp RT	BASE	0.0	0.0	0.0		
			HEADLAMP ASSY RT	R & I	0.2	0.2	0.0		LABOR 5 E
			COVER,FRONT BUMPER	R & I	1.1	1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I	0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP	0.2				
			DUCT,AIR INTAKE	R & I	0.1				
				TOTALS	1.3	1.3	0.0	SM	
9	E	82	Crsmbr,Rad Panel Upr	BASE	0.0	0.0	0.0		
			HEADLAMP ASSY LT	R & I	0.2	0.2	0.0		LABOR 5 E
			HEADLAMP ASSY RT	R & I	0.2	0.2	0.0		LABOR 5 E
			COVER,FRONT BUMPER	R & I	1.1	1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I	0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP	0.2				
			DUCT,AIR INTAKE	R & I	0.1				
			CRSMBR,RAD PANEL UPR	R & I	0.3	0.0	0.3		
			HORN,HIGH NOTE	R & I	0.1				
			HORN,LOW NOTE	R & I	0.1				
				TOTALS	1.8	1.5	0.3	SM	
10	EP	83	Panel,Hood	BASE	0.0	0.0	0.0		
			PANEL,HOOD	REPLACE	1.0	0.0	1.0		
			W/STRIP,HOOD PANEL	R & I	0.2				
			W/STRIP,HOOD PANEL	R & I	0.2				
			PANEL,HOOD	R & I	0.5				
				TOTALS	1.0	0.0	1.0	SM	
11	E	99	Label,Hood	BASE	0.1	0.0	0.1		
				TOTALS	0.1	0.0	0.1	SM	
12	E	344	Adapter,Grille Supt	BASE	0.0	0.0	0.0		
			ADAPTER,GRILLE SUPT	R & I	0.3	0.3	0.0		LABOR 5 E
			COVER,FRONT BUMPER	R & I	1.1	1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I	0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP	0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP	0.2				
			DUCT,AIR INTAKE	R & I	0.1				
				TOTALS	1.4	1.4	0.0	SM	
13	EP	566	Cover,Rear Bumper	BASE	0.0	0.0	0.0		
			COVER,REAR BUMPER	R & I	0.8	0.0	0.8		
			SHIELD,BMPR CVR SPLASH RT	R & I	0.1				

			TAILLAMP ASSEMBLY,OTR LT	R & I		0.1				
			TAILLAMP ASSEMBLY,OTR RT	R & I		0.1				
			SHIELD,BMPR CVR SPLASH LT	R & I		0.1				
			COVER,REAR BUMPER	OVERHAUL	0.5		0.0	0.5		
			REFLECTOR,REAR BUMPER RT	R & I		0.1				
			BRKT,REAR BUMPER MTG LT	R & I		0.1				
			BRKT,REAR BUMPER MTG RT	R & I		0.1				
			REFLECTOR,REAR BUMPER LT	R & I		0.1				
			SPOILER,LOWER REAR	R & I		0.3				
				TOTALS	1.3		0.0	1.3	SM	
14	RI	606	Reflector,Rear Bumper LT	BASE	0.0		0.0	0.0		
			REFLECTOR,REAR BUMPER LT	R & I	0.1		0.1	0.0		LABOR 566 EP
				TOTALS	0.1		0.1	0.0	SM	
15	RI	607	Reflector,Rear Bumper RT	BASE	0.0		0.0	0.0		
			REFLECTOR,REAR BUMPER RT	R & I	0.1		0.1	0.0		LABOR 566 EP
				TOTALS	0.1		0.1	0.0	SM	
16	N	973	Headlamps Aim	BASE	0.4		0.0	0.4		
				TOTALS	0.4		0.0	0.4	SM	
17	EP	1092	Mldg,Grille Lower LT	BASE	0.0		0.0	0.0		
			MLDG,GRILLE LOWER LT	R & I	0.1		0.1	0.0		LABOR 28 E
			GRILLE ASSEMBLY	R & I	0.3		0.3	0.0		LABOR 6 EP
			BRKT,GRILLE MOUNTING RT	R & I		0.1				
			BRKT,GRILLE MOUNTING LT	R & I		0.1				
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
				TOTALS	1.5		1.5	0.0	SM	
18	EP	1093	Mldg,Grille Lower RT	BASE	0.0		0.0	0.0		
			GRILLE ASSEMBLY	R & I	0.3		0.3	0.0		LABOR 6 EP
			BRKT,GRILLE MOUNTING RT	R & I		0.1				
			BRKT,GRILLE MOUNTING LT	R & I		0.1				
			MLDG,GRILLE LOWER RT	R & I	0.1		0.1	0.0		LABOR 28 E
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
				TOTALS	1.5		1.5	0.0	SM	
19	E	1104	Brkt,Grille Mounting LT	BASE	0.0		0.0	0.0		
			BRKT,GRILLE MOUNTING LT	R & I	0.1		0.1	0.0		LABOR 6 EP
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				
			DUCT,AIR INTAKE	R & I		0.1				
				TOTALS	1.2		1.2	0.0	SM	
20	E	1105	Brkt,Grille Mounting RT	BASE	0.0		0.0	0.0		
			BRKT,GRILLE MOUNTING RT	R & I	0.1		0.1	0.0		LABOR 6 EP
			COVER,FRONT BUMPER	R & I	1.1		1.1	0.0		LABOR 5 E
			PLATE,RAD SUPT PANEL	R & I		0.1				
			CVR,FRT BMPR-SHIELD,ENG LWR	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR RT	OVERLAP		0.2				
			SKIRT,INR FNDR-CVR,FRT BMPR LT	OVERLAP		0.2				

HEUER LAW OFFICES, S.C.

ATTORNEYS AT LAW
9312 W. NATIONAL AVE.
WEST ALLIS, WISCONSIN 53227

JOHN M. HEUER
KIRSTEN FAGERLAND PEZEWSKI
JONATHAN D. MCCOLLISTER

TELEPHONE 414/224-3500
FAX 414/224-3510

JONATHAN FICKE
RYAN M. PETERSON
JONATHAN S. GOURLAY
DANIEL C. NEDSET

January 3, 2020

City of Sheboygan
Attention: City Clerk – Meredith DeBruin
1315 North 23rd Street, Suite 102
Sheboygan, WI 53081

RE: Date of Collision: 9/6/2019
My Client: American Family Mutual Insurance Company
Your driver: Matthew Braesch
Damages: $3845.69

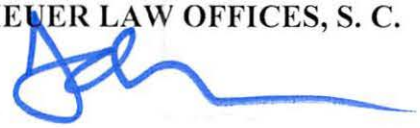
Dear Ms. DeBruin:

I have enclosed a payment proof regarding my client's claim for damages in the above matter.

I have previously provided you with an accident report. The report states your driver was the cause of this rear-end collision. Will the City be sending me $3845.69 in full payment of this claim?

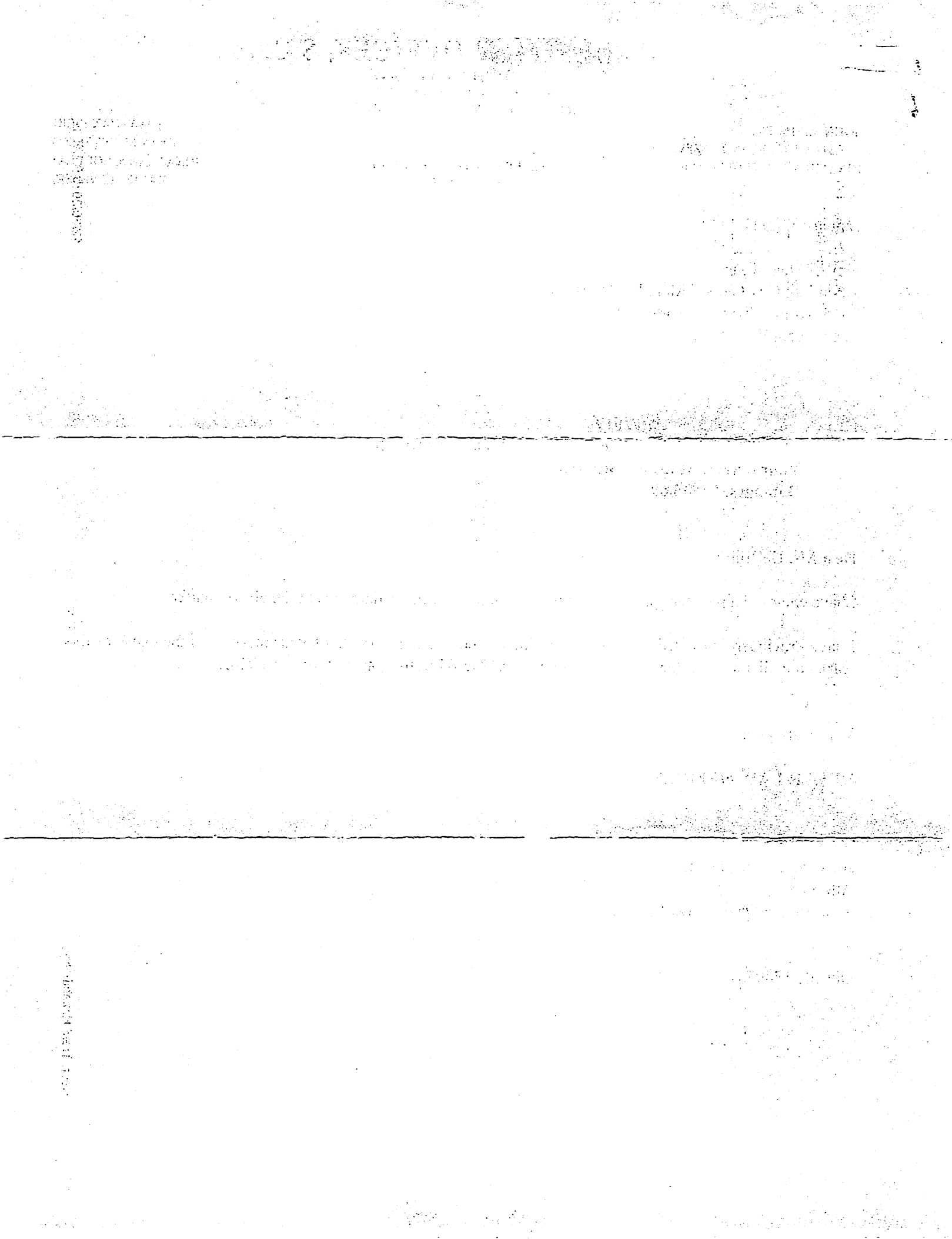
Very truly yours,

HEUER LAW OFFICES, S. C.



Jonathan D. McCollister
Attorney
jdmccollister@heuerlawoffices.com

Our file 174973



Financials (Total Incurred: $3,595.69): Transactions

Custom

Type	Date	Amount	Exposure	Coverage	Cost Type	Status	User
Payment	10/21/2019	$3,595.69	1	Collision	Loss Cost	Submitted	System User

			DUCT,AIR INTAKE	R & I	0.1			
				TOTALS	1.2	1.2	0.0	SM
21	RI	1261	Cover,Tow Hook Access LT	BASE	0.0	0.0	0.0	
				TOTALS	0.0	0.0	0.0	SM
22	RI	1262	Cover,Tow Hook Access RT	BASE	0.0	0.0	0.0	
				TOTALS	0.0	0.0	0.0	SM

Audatex a Solera company

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VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred R. C. No. 319-19-20 and R. C. No. 281-17-18 by Finance and Personnel Committee and R. C. No. 413-16-17 by Finance and R. O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for damages of Kurt Klessig; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

6.29

R. C. No. 319 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 281-17-18 by Finance and Personnel Committee and R. C. No. 413-16-17 by Finance and R. O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for damages of Kurt Klessig; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

2020-21 F+P

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.8

R. C. No. 312 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 281-17-18 by Finance and Personnel Committee and R. C. No. 413-16-17 by Finance and R. O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Bernard Pahlow
James A. Bohren

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.5

R. C. No. 281- 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 413-16-17 by Finance and R. O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018. 2019
4-8-19 refer to finance + personnel of new council

James A. Bohl
Tom

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VII

5.4

R. C. No. 413 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 161-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig; recommends referring to Finance of the new council.

Finance of new Council
2018 Finance + Personnel of new council

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor



II

3.2

R. O. No. 161- 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Kurt Klessig.

Finance

City Clerk

Claim # 16-16

NOV 14 '16 PM 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF KURT KLESSIG

Process Server Paul Gil
Time 2:15 A.M. - P.M. Date 11/14/16
Served Upon Mike Vandersteen 828 Center Ave Suite 301, Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Kurt Klessig, residing at 1731 S. 13th Street in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns into the tavern knowing that the man they had seen behind the bar and

the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe physical and mental injury to Kurt Klessig, causing him to incur severe pain, suffering, disfigurement and disability in the past and which he reasonably believes he will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Kurt Klessig which he reasonably believes he will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Kurt Klessig, contrary to 42 U.S.C. ¶1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: $2,500,000.00
2. Actual attorney's fees: $ 800,000.00

WHEREFORE, claimant Kurt Klessig requests fair compensation for the above-described injuries in the amount of $3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.

ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10th day of ~~August~~ November, 2016

Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

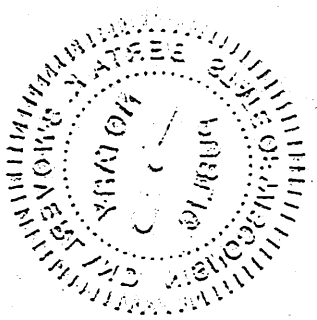
STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

KURT KLESSIG, being duly sworn on oath deposes and says: That he is an adult resident of the State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

KURT KLESSIG

Subscribed and sworn to before me
this 31st day of August, 2016

Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



SEP 0 7 2016

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred R. C. No. 320-19-20 and R. C. No. 282-17-18 by Finance and Personnel Committee and R. C. No. 414-16-17 by Finance and R. O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for damages of Mary Heitzmann; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

630.

R. C. No. 320 - 19 - 20. By FINANCE AND PERSONNEL COMMITTEE.
April 8, 2020.

Your Committee to whom was referred R. C. No. 282-17-18 by Finance and Personnel Committee and R. C. No. 414-16-17 by Finance and R. O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for damages of Mary Heitzmann; recommends referring to the Finance and Personnel Committee of the 2020-2021 Council.

20-21 F+P

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.9

R. C. No. 313 - 18 - 19. By FINANCE AND PERSONNEL COMMITTEE.
April 15, 2019.

Your Committee to whom was referred R. C. No. 282-17-18 by Finance and Personnel Committee and R. C. No. 414-16-17 by Finance and R. O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann; recommends referring to Finance and Personnel Committee of the new council.

Finance & Personnel
2019-2020

Ronald Pinn Jr.
James A. Bohren

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.6

R. C. No. 282 - 17 - 18. By FINANCE AND PERSONNEL COMMITTEE.
April 4, 2018.

Your Committee to whom was referred R. C. No. 414-16-17 by Finance and R. O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann; recommends referring to Finance and Personnel Committee of the new council.

Finance + Personnel
2018-2019
4-8-19 Refer to Finance + Personnel of new council.

James A Bohr

Committee

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

Dated_____ 20____. _ _, City Clerk

Approved_____ 20____. _____, Mayor

VI

5.5

R. C. No. 414 - 16 - 17. By FINANCE. April 17, 2017.

Your Committee to whom was referred R.O. No. 162-16-17 by City Clerk submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann; recommends referring to Finance of the new council.

Finance of new Council
2018 Finance Personnel of new Council

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.3

R. O. No. 162- 16 - 17. By CITY CLERK. November 21, 2016.

Submitting a Notice of Injury and Notice of Claim for Damages of Mary Heitzmann.

City Clerk

Finance

Claim #1716

NOV 14 '16 PM 2:52

NOTICE OF INJURY
AND
NOTICE OF CLAIM FOR DAMAGES
OF MARY HEITZMANN

Process Server Pahl
Time 2:15 A.M. / P.M. Date 11/14/16
Served Upon Mike Vandersteen
828 Center Avenue Suite 301 Sheboygan
( ) Personal ( ) Substitute
( ) Posted (X) Corporate

TO: CITY OF SHEBOYGAN
Mayor Mike Vandersteen
838 Center Avenue
Suite 301
Sheboygan, WI 53081

PLEASE TAKE NOTICE that on or about July 17, 2016, Mary Heitzmann, residing at 2206 Sunflower Avenue in Sheboygan, WI 53081, was present as an innocent bystander working as a bartender inside the Union Ave Tap, 1401 Union Avenue in the city of Sheboygan at which time an armed, masked robber entered the Union Ave Tap. Kurt Klessig dialed 911 and contacted law enforcement authorities to advise of that circumstance. Officers of the City of Sheboygan Police Department responded and observed Kurt Klessig in the Union Ave Tap, behind the bar and Mary Heitzmann, another bartender at the Union Ave Tap, sitting in front of Kurt Klessig on the patron's side of the bar, along with two patrons.

PLEASE TAKE FURTHER NOTICE these same City of Sheboygan police officers, are believed to be Officer Anthony Hamilton and Officer Brandon Kehoe, positioned themselves in front of the entry door on 14th Avenue to the Union Ave Tap expecting the armed robber to exit through that door. Officer Hamilton and Officer Kehoe knew or should have known that by positioning themselves as they did, Kurt Klessig and Mary Heitzmann were in the officers' field of fire.

PLEASE TAKE FURTHER NOTICE the armed robber, believed to be Kevin Higgins, opened the door from the Union Ave Tap, immediately outside of which stood Officer Hamilton and Officer Kehoe aiming their guns

into the tavern knowing that the man they had seen behind the bar and the woman they had seen sitting at the bar were in their field of fire. Officer Hamilton and Officer Kehoe could see the man behind the bar, Kurt Klessig, and the woman sitting at the bar, Mary Heitzmann, when Higgins opened the door to the Union Ave Tap, before either Officer Hamilton or Officer Kehoe fired their guns at Kevin Higgins.

PLEASE TAKE FURTHER NOTICE Officer Hamilton and/or Officer Kehoe then shot towards Kevin Higgins, and towards Kurt Klessig and Mary Heitzmann, severely wounding Kurt Klessig, in violation of the City of Sheboygan Police Department's Rules and Regulations, and the industry standards applicable to police officers with regard to discharging their weapons under the described circumstances.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe caused severe mental injury to Mary Heitzmann, causing her to incur severe mental suffering and disability in the past and which she reasonably believes she will suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE such conduct on the part of Officer Hamilton and Officer Kehoe has caused a loss of earning capacity to Mary Heitzmann which she reasonably believes she will continue to suffer on a permanent basis in the future.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe was negligence.

PLEASE TAKE FURTHER NOTICE that such conduct by Officer Hamilton and Officer Kehoe violated the constitutional rights of Mary

Heitzmann, contrary to 42 U.S.C. ¶1983, entitling each party to compensatory damages together with actual attorney's fees and costs.

LIABILITY FOR THE INJURIES IS CLAIMED AS TO KURT KLESSIG AS FOLLOWS:

1. Pain, suffering, disfigurement and disability, loss of earning capacity: $2,500,000.00
2. Actual attorney's fees: $ 800,000.00

WHEREFORE, claimant Mary Heitzmann requests fair compensation for the above-described injuries in the amount of $3,300,000.00 together with actual attorney's fees and costs.

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

ROBERT L. ELLIOTT being duly sworn on oath deposes and says:

That he is the attorney for the above named claimant and that he makes this Affidavit in claimant's behalf being duly authorized to do so; that he is a resident of the City and County of Milwaukee, State of Wisconsin; that he has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true. That the source of affiant's information are statements made by the claimant and that he has been duly authorized to verify this Notice of Injury and Notice of Claim for Damages.

ROBERT L. ELLIOTT

ADDRESS:
Attorney at Law
735 N. Water Street
Suite 1212
Milwaukee, WI 53202
(414) 225-9000

Subscribed and sworn to before me this
10 day of ~~August~~ November, 2016

Notary Public, State of Wisconsin
My Commission expires: 10/29/19
Deborah L. Ciszewski

STATE OF WISCONSIN)
) SS
SHEBOYGAN COUNTY)

MARY HEITZMANN, being duly sworn on oath deposes and says: That she is an adult resident of the State of Wisconsin; that she has read the foregoing Notice of Injury and Notice of Claim for Damages and believes upon information and belief that the matters stated therein are true.

Mary Heitzmann
MARY HEITZMANN

Subscribed and sworn to before me
this 31 day of August, 2016

Barta K. Sorenson

Notary Public, State of Wisconsin
My Commission Expires: 11/13/2016



SEP 0 7 2016

VI

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 21, 2020.

Your Committee to whom was referred R. O. No. 54-20-21 by City Clerk submitting various license applications; recommends granting the license:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
1107	Key, Matthew L.	710 Michigan Avenue

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

Other Matters

R. O. No. 54 - 20 - 21. By CITY CLERK. August 17, 2020.

Submitting various license applications for the period ending December 31, 2020 and June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW) (June 30, 2022)

No.	Name	Address
3309	Duron, Monica	1129 Lincoln Avenue
3318	Havens, Dax C.	826 Valley Road, Kohler
3316	Helgeson, Tristan M.	1123 High Avenue
2240	Herman, Jessica A.	502 Huron Street, Manitowoc
1107	Key, Matthew L.	710 Michigan Avenue
3308	Marquardt, Arthur R.	N1014 Dorn Road, Chilton
3307	Marquardt, Krystal D.	N1014 Dorn Road, Chilton
3317	Miske, Joshua S.	1528 N. 35th Street
3311	Nichols, Trinity D.	1709 Superior Avenue
0698	Rivera, Nicholas R.	1602 Maryland Avenue
3304	Rodrigues, Michelle R.	619A End Court
0904	Schmidt, Amanda R.	13 Seneca Trail
3314	Schuyler, Caitlin	2332 Carmen Avenue Apt. 6G
0479	Tempas, Christine S.	131 Cherry Street
3315	Varela, Marissa	1610 S. 19th Street
7454	Wery, Corbin J.	1210 Superior Avenue
4808	Wierikko, Kim M.	4020 N. 52nd Street
2746	Yang, Shoua	721 S. 15th Street

TAXICAB DRIVERS LICENSE (NEW) (December 31, 2020)

No.	Name	Address
3306	Simmons, Timmeka D.	1718B Indiana Ave

LtrPS
8-26-20
Hold #1107 (Key)

VII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred R. O. No. 64-20-21 by City Administrator submitting the Revised 2021 Budget Schedule which contains revisions to the original 2021 Budget Schedule submitted as R. O. No. 6-20-21; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. 64 - 20 - 21. By CITY ADMINISTRATOR. September 8, 2020.

Submitting for your information the Revised 2021 Budget Schedule which contains revisions to the original 2021 Budget Schedule submitted as R. O. No. 6-20-21.

2021 City of Sheboygan Budget Schedule – Revised*

May 4, 2020	City Administrator submits 2021 Budget Schedule to Common Council.
June 8, 2020	City Administrator discusses budget parameters with Finance and Personnel Committee.
June 15, 2020	City Administrator communicates to Management Team the parameters for 2021 Budget submittals.
August 3, 2020	Preliminary departmental budget submittals due.
August - October, 2020	City Administrator review of preliminary department budgets.
October 5, 2020	City Administrator submits Budget Resolution to Common Council.
October 6 - 16, 2020	Standing Committee review of 2021 Proposed Budget and submit recommendations to Common Council on October 19.
October 9, 2020	Publish Notice of Public Hearing on 2021 Proposed Budget.
October 19, 2020	Committee of the Whole review.
October 26, 2020	Committee of the Whole** refers final 2021 Proposed Budget to Common Council.
October 26, 2020	Public Hearing on 2021 Proposed Budget - Special Common Council Meeting.
November 2, 2020	Common Council to adopt the Budget Resolution.

THP

Todd Wolf, City Administrator



R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred R. O. No. 65-20-21 by City Clerk submitting a claim from Brian Wunsch for alleged damages to his vehicle when the tire hit a sharp edge of a large pothole; recommends filing the claim.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

3.9

R. O. No. 65 - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting a claim from Brian Wunsch for alleged damages to his vehicle when the tire hit a sharp edge of a large pothole.

FHP

CITY CLERK

DATE RECEIVED 8-17-2020 RECEIVED BY MKC

CLAIM NO. 10-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

AUG 17 '20 PM 2:52

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: BRIAN WUNSCH
2. Home address of Claimant: W 1024 CO FF Sheb
3. Home phone number: (920) 565-3794
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 8-7-2020 7:30 AM
6. Where did damage or injury occur? (give full description) West Bound N. Ave East of 30TH ST
7. How did damage or injury occur? (give full description) Front tire Hit Sharp Edge of A Large Pothole
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:

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

   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:

   (a) Public property alleged to be dangerous: _____

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

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

NO INJURIES

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

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

Auto:	$ 194.64
Property:	$
Personal injury:	$
Other: (Specify below TOWING	$ 68.58
TOTAL	$ 263.22

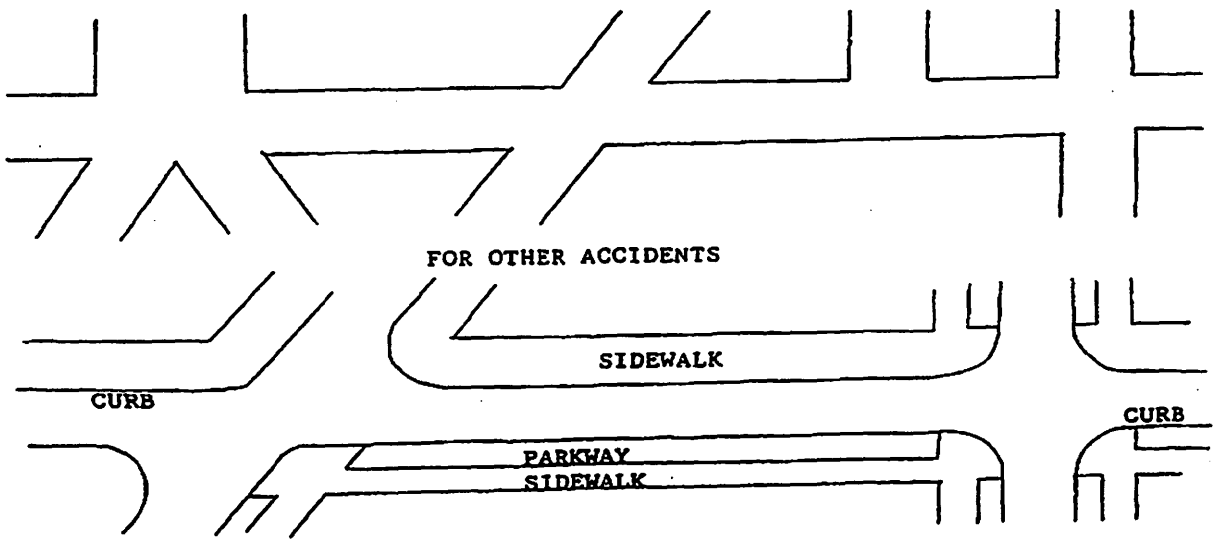
Damaged vehicle (if applicable)

Make: FORD Model: FUSION Year: 2013 Mileage: 69,664

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

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

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



SIGNATURE OF CLAIMANT Jason Wunsch DATE 8-17-2020

DATE RECEIVED 8-17-2020 RECEIVED BY MCC

CLAIM NO. 10-20

CLAIM

Claimant's Name: Brian Wunsch

Claimant's Address: W 1024 co FF Sheb. 53083

Claimant's Phone No. (920) 565-3794

Auto	$ 194.64
Property	$
Personal Injury	$
Other (Specify below) TOWING	$ 68.58
TOTAL	$ 263.22

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 263.22 .

SIGNED Brian Wunsch DATE: 8-17-2020

ADDRESS: W 1024 co FF Sheboygan

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


Sharp Edge



POMP'S TIRE SERVICE, INC.

REMITTANCE ADDRESS:
POMP'S TIRE SERVICE, INC.
ATTN: AR DEPARTMENT
P.O. BOX 1630
GREEN BAY, WI 54305-1630

POMP'S TIRE-SHEBOYGAN
4016 HWY 42
SHEBOYGAN, WI 53083
920/457-4814

INVOICE #: 70095885
PAGE: 1

CUSTOMER: BRIAN WUNSCH
W1024 COUNTY FF
482
SHEBOYGAN,WI
53083

CREATED BY SR
PRIMARY: 920/565-3794 0 VEHICLE: 2013 FORD FUSION SE HYBRID
SALESMAN: DIRK VAN DER SANDE LICENSE: 716BXL WI MILEAGE: 69664
VIN: 3FA6P0LU7DR339533
INVOICE DATE: 08/07/20 TERMS: DUE ON DELIVERY

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
P225/50VR17 CHAMP FUEL FIGHTER F015556		1	148.17		148.17
PASS SPIN BALANCE	729	1.00	16.99		16.99
PASSENGER SCRAP DISPOSAL FEE		4	3.00		12.00
TIRE GUARD PROTECTION PLAN		1	15.00		15.00
Registration: Serial V640CF14318	Quantity	1			
TIRE GUARD WARRANTY-TIRE-CLAIM TGRC		~~1.00~~	~~148.17~~		~~148.17~~
SHOP SUPPLIES SUPL			1.00		1.00

MERCHANDISE:	148.17
LABOR:	~~16.99~~
OTHER:	120.17-
SALES TAX:	2.48
INVOICE TOTAL:	47.47

EXTRA COPY

******THIS IS A REPRINTED INVOICE******

140.17
+ 47.47

VISA/MASTERCARD/DISCOVER #1
Acct #: Discover Net****8334 Auth: SALE:00740R:279026632::1534858

TOT 194.64

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

LUG NUTS MUST BE RE-TORQUED AFTER 50-100 MILES.

Printed Name_____ Signature_____

BRET'S TOWING
2233 S. Business Dr.
Sheboygan, WI 53081
920-457-4407

CITGO

TOWING REPORT

Name: Brian Wunsch			Date: 8/7/2020
Address	City	State	Zip
Home Phone	Insurance Company		Insurance Phone
Business Phone	Year	Make: Ford	Model: Fusion Color: Maroon
License	Mileage	VIN	1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

CALL NO.	
CALL TIME	
TYPE OF CALL	
SERVICE TIME	
EXTRA MAN	
MILEAGE FINISH	
MILEAGE START	
MILEAGE TOTAL	

TOWED FROM: 3000 North Ave

TOWED TO: Pomps

REMARKS

PAID credit

MECHANIC'S SIGNATURE
X

AUTHORIZED SIGNATURE
X

0004731

- ☐ START
- ☐ BATTERY
- ☐ FLAT TIRE
- ☐ GAS
- ☐ LOCKOUT
- ☐ WRECK
- ☐ TOW
- ☐ CARRIER
- ☐ FLAT BED
- ☐ INSURED

MILEAGE CHARGE		
TOWING CHARGE	65	00
ROAD SERVICE CHARGE		
STORAGE CHARGE		
SUB TOTAL		
TAX		
TOTAL	$	65 00

VII.

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. September 21, 2020.

Your Committee to whom was referred pursuant to R. O. No. 66-20-21 by City Clerk submitting various license applications; recommends granting the licenses:

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3327	Annis, Jordan T.	512 Wisconsin Avenue Apt. 4
3324	Bruha-Brusse, Rebecca A.	2143 E Shady Lane, Neenah
0442	Cassady, Cara	2110 N. 10th Street
3319	Cherry, Joshua W.	1025 Fairview Dr. Apt.5, Plymouth
3337	Galvez, Molly	1015 Bell Avenue
2814	Harris, Mariah H.	729 N. 7th Street, Manitowoc
2441	Hatleli, Alexandrea N.	1507 S. 8th Street
3344	Jupp, Daniel M.	2201 Erie Avenue Apt. C211
3333	Lane, Crystal C.	624A Georgia Avenue
9507	Lohse, April O A	3009 N. 25th Street
4193	Lorenz, Brenda K.	117 Kay Avenue, Sheboygan Falls
3339	Marchi, Celeste	1721 Stahl Road
3330	Moilanen, Brett W.	3809 Heather Valley Rd #106
3328	Newton, Marcus A.	1013 Saint Clair
2546	Puchalla, Alexis	15007 County Road XX, Kiel
3334	Rowan, Tucker J.	624A Georgia Avenue
3342	Williams, Madhury L.	1227 S. 21st Street Apt. A
3325	Yurk, Audreyanna K.	10323 Steinthal Road, Kiel

CHANGE OF PREMISE

No.	Name	Address
3136	Franks Place	3023 N. 15th Street - One day event to be held October 4, 2020 to include the grassy area between the bar and garage to the property line on the south and the grass to the east line by the back of the garage, in addition to the current premises description.
3056	House Divided	840 Wilson Avenue - Twelve day event to be held September 23rd - October 4th, 2020 to include south and east side of building in front south lot and east sidewalk next to building in addition to current premises description.

1252 Petek's Tavern	2702 S. 8th Street - One day event October 3, 2020 to include south and west area of bar in addition to current premises description.

TAXICAB DRIVERS LICENSE (NEW)(December 31, 2020)

No.	Name	Address
3326	Ruehr, William R.	1007 School Avenue #11
3329	Xiong, Megao	1718 N. 27th Place

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 67-20-21 by Finance Director submitting the Comprehensive Annual Financial Report of the City of Sheboygan for the year ended December 31, 2019, prepared by CLA; recommends filing the document.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

R. O. No. 67 - 20 - 21. By FINANCE DIRECTOR. September 14, 2020.

Submitting the Comprehensive Annual Financial Report of the City of Sheboygan for the year ended December 31, 2019, prepared by CLA.

F+P

FINANCE DIRECTOR

City of Sheboygan, Wisconsin

ANNUAL FINANCIAL REPORT

December 31, 2019



CLAconnect.com

WEALTH ADVISORY

OUTSOURCING

AUDIT, TAX, AND CONSULTING

City of Sheboygan, Wisconsin

DECEMBER 31, 2019

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City of Sheboygan, Wisconsin

DECEMBER 31, 2019

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To the City Common Council
City of Sheboygan, Wisconsin

REPORT ON THE FINANCIAL STATEMENTS

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Sheboygan, Wisconsin (the "City") as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

MANAGEMENT'S RESPONSIBILITY FOR THE FINANCIAL STATEMENTS

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

AUDITORS' RESPONSIBILITY

Our responsibility is to express opinions on these financial statements based on our audit. We did not audit the financial statements of the Water Utility Enterprise Fund, which is both a major fund and 58 percent, 60 percent, and 39 percent of the assets, net position, and revenues of the City's business-type activities. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Water Utility Enterprise Fund of the City of Sheboygan, Wisconsin, are based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The financial statements of the Water Utility Enterprise Fund were not audited in accordance with *Government Auditing Standards*.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

OPINIONS

In our opinion based on our audit and the report of other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City as of December 31, 2019, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparison for the General Fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

EMPHASIS OF MATTER

As described in Note 1, during 2019, the City adopted new accounting guidance, Governmental Accounting Standards Board Statement No. 84, *Fiduciary Activities*. As a result of the implementation, the City established custodial funds for taxes, special charges, and assessments collected for others. Our opinions are not modified with respect to this matter.

As described in Note 4.F., the City recorded a prior period adjustment to increase accounts receivable and fund balance / net position by $86,367 in the general fund and governmental activities. The prior period adjustment also increased accounts receivable and net position by $502,813 in the enterprise fund financial statements and business-type activities.

OTHER MATTERS

Prior Year Summarized Financial Statements

We have previously audited the City's 2018 financial statements, and our report dated June 11, 2019, expressed unmodified opinions on the respective financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund and the aggregate remaining fund information from which the prior year summarized financial information was derived. Our opinion made reference to other auditors of the Water Utility Fund. Based on our report and the report of other auditors, the summarized comparative information presented herein as of and for the year ended December 31, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis on pages 4 through 13 and the schedules relating to pensions and other postemployment benefits on pages 81 through 84 be presented to supplement the basic financial statements. Such information, although not part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The schedules of expenditures of federal and state awards are presented for purposes of additional analysis, as required by Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration, are presented for purposes of additional analysis and are also not a required part of the basic financial statements.

The supplementary information and the schedules of expenditures of federal and state awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America by us and other auditors. In our opinion, based on our audit, the procedures performed above, and the reports of other auditors, the supplementary information and the schedules of expenditures of federal and state awards are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

We also previously audited, in accordance with auditing standards generally accepted in the United States of America, the basic financial statements of the City as of and for the year ended December 31, 2018, and have issued our report thereon dated June 11, 2019, which contained unmodified opinions on the respective financial statements and made reference to other auditors of the Water Utility Fund. The nonmajor combining statements and budget to actual schedules for the year ended December 31, 2018 are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the 2018 financial statements. The nonmajor combining statements and budget to actual schedules have been subjected to the auditing procedures applied in the audit of the 2018 basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare those financial statements or to those financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the nonmajor combining statements and budget to actual schedules are fairly stated in all material respect in relation to the basic financial statements as a whole for the year ended December 31, 2018.

OTHER REPORTING REQUIRED BY *GOVERNMENT AUDITING STANDARDS*

In accordance with *Government Auditing Standards*, we have also issued our report dated July 30, 2020, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sheboygan, Wisconsin
July 30, 2020

MANAGEMENT'S DISCUSSION AND ANALYSIS

MANAGEMENT'S DISCUSSION AND ANALYSIS

December 31, 2019

The management's discussion and analysis and financial statements for the fiscal year December 31, 2019 are designed to assist the reader in focusing on significant fiscal issues; provide an overview of the city's financial activity; identify changes in the city's financial positon as well as any material deviations from the financial plan (approved budget) and issues and concerns.

The management's discussion and analysis is designed to focus on the current year's activities, resulting changes and currently known facts.

FINANCIAL HIGHLIGHTS

- The assets and deferred outflows of the City of Sheboygan exceeded liabilities and deferred inflows by $218,820,362 (total net position) for the fiscal year reported, which is an increase of $12,008,118 from the previous year.
- The 2019 change in net position for governmental activities increased net position by $4,966,802 and business-type activities increased net position by $6,452,136.
- As of December 31, 2019, the fund balance for the governmental funds totaled $47,263,753 and proprietary funds net position totaled $77,895,036.
- The unassigned fund balance for the general fund was $17,723,920, which represents 48 percent of the total general fund expenditures budgeted in 2019.
- The city's total net general obligation debt at December 31, 2019 was $49.1 million, an increase of $4,250,049 from the December 31, 2018 level of $44.9 million.

OVERVIEW OF THE FINANCIAL STATEMENTS

The discussion and analysis is intended to serve as an introduction to the city's basic financial statements. The basic financial statements include three components: 1) **government-wide** financial statements, 2) **fund** financial statements, 3) **notes** to the basic financial statements. The report also contains other supplementary and required supplementary information in addition to the basic financial statement.

Government-Wide Financial Statements

The government-wide financial statements (pages 14 - 16) are designed to be corporate-like in that governmental and business type activities are consolidated for a total of the primary government.

The *statement of net position* presents information on all of the city's assets, liabilities and deferred outflows/inflows of resources with the difference reported as net position. Net position is presented in three categories. The categories listed below are presented in order of increasing liquidity:

- Net investment in capital assets - Amount of capital assets, net of accumulated depreciation, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.
- Restricted net position - Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- Unrestricted net position - Net position that is neither classified as restricted nor as net investment in capital assets.

Increasing or decreasing trends in net position may represent an indicator of the city's improving or deteriorating financial position.

The *statement of activities* presents information showing how the city's net position changed during the reported year. Both the gross and net cost of various activities (including governmental and business-type) and funding sources are summarized. All changes in net position are matched to the event in the fiscal period in which it occurs regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in the statements for some events that will result in future cash flows.

Both of these government-wide financial statements distinguish functions of the City of Sheboygan that are principally supported by taxes and intergovernmental revenues (governmental activities) from functions that are intended to recover all or a material portion of the costs through user fees and charges (business-type activities). The governmental activities of the city include general government, public safety, public works, health and human services, culture and recreation and conservation and development. The business-type activities include proprietary funds water utility, sewerage system, transit commission, parking facility, and boat facility and internal service funds health self-insurance, worker compensation self-insurance, motor vehicle, data processing and general liability self-insurance.

Fund Financial Statements

A *fund* is a grouping of related accounts that is used to maintain control over resources segregated for specific activities or objectives. The city, like other state and local governments, utilizes fund accounting to ensure and demonstrate compliance with finance-related legal requirements. This traditional presentation focuses on the sources and uses of liquid resources and represents the basis for development of the financial plan (the budget). All of the funds can be divided into three categories: governmental, proprietary and fiduciary.

Governmental funds: *Governmental funds* are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at fiscal year-end. Such information may be meaningful in evaluating the city's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and government-wide activities.

The city maintains 21 active individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenue, expenditures, and changes in fund balances for the major funds: General Fund, Capital Projects TIF Districts, Capital Projects Bonded, Capital Projects Tax Levy, Debt Service TIF Districts, and the Debt Service GO Debt Fund. Information from the other governmental funds is combined into a single, aggregated presentation. Individual fund data for each of the non-major government funds is provided in the form of combining statements elsewhere in the report.

The city adopts an annual appropriated budget for governmental funds including the general fund, certain special revenue funds, debt service funds, capital project funds and fiduciary funds. A budgetary comparison statement has been provided to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 17 - 23 in the report.

Proprietary funds: The city maintains two different types of proprietary funds. Enterprise funds report the same functions presented as business-type activities in the government-wide financial statements. The city uses enterprise funds to account for water utility, sewerage system, transit commission, parking facility, and boat facility. Internal service funds are used to accumulate and allocate funds internally among the city's various functions. Internal service funds are used to account for health self-insurance, worker compensation self-insurance, motor vehicle, data processing and general liability self-insurance.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the sewerage system, water utility and transit commission, which are considered to be major funds. Information on the other enterprise funds are combined in a single, aggregated presentation in the proprietary fund financial statements.

The basic proprietary fund financial statements can be found on pages 24 - 33 in the report.

Fiduciary funds: Fiduciary funds are not used to account for resources collected or held for the benefit of parties outside the government. Fiduciary funds are not included in the government-wide financial statements because those resources are held for others outside the government.

The fiduciary fund financial statements can be found on page 34 of the report.

NOTES TO THE BASIC FINANCIAL STATEMENTS:
The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements can be found on pages 36 - 80 of the report.

Other Information: The required supplementary information relating to pensions and other post-employment benefits and the combining statements are presented immediately following the notes to the basic financial statements. The required supplementary information, combining and individual fund statements and schedules can be found on pages 81 - 122 of the report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

The discussion and analysis requires focus on the current-year results in comparison with the prior year and discussion on any positive or negative variance.

The net position may serve over time as a useful indicator of a government's financial position. In the case of the City of Sheboygan, assets and deferred outflows exceed liabilities and deferred inflows by $216.1 million at the close of the most recent fiscal year.

The largest portion of the city's net position (64 percent) reflects the net investment in capital assets (e.g. land, buildings, improvements, infrastructure, machinery, etc.) at historic cost, less any outstanding related debt used to acquire the assets. The city uses the capital assets to provide services to the citizens: consequently, the assets are not available for future spending. Although the investment in capital assets is reported net of related debt, it should be noted that resources needed to repay the debt must be provided from other sources since the capital assets themselves cannot be used to liquidate the liabilities.

City of Sheboygan
Condensed Statements of Net Position
For the Year Ended December 31, 2019 and 2018
(in thousand of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
Current and other assets	$ 102,192	$ 115,798	$ 26,307	$ 24,575	$ 128,499	$ 140,373
Capital assets, net	140,390	131,846	77,626	74,146	218,016	205,992
Total Assets	242,582	247,644	103,933	98,721	346,515	346,365
Deferred outflows of resources	20,371	11,323	3,462	1,986	23,833	13,309
Long-term liabilities outstanding	77,588	75,104	25,405	23,745	102,993	98,849
Other liabilities	5,521	8,664	1,785	3,380	7,306	12,044
Total Liabilities	83,109	83,768	27,190	27,125	110,299	110,893
Deferred inflows of resources	38,919	39,327	2,310	2,642	41,229	41,969
Net Position						
Net investment in capital assets	82,604	77,579	56,784	53,254	139,388	130,833
Restricted	23,237	35,153	3,242	1,497	26,479	36,650
Unrestricted	35,084	23,140	17,869	16,189	52,953	39,329
Total Net Position	$ 140,925	$ 135,872	$ 77,895	$ 70,940	$ 218,820	$ 206,812

The city's unrestricted position of $53.0 million may be used to meet the ongoing obligations to citizens and creditors.

At the end of the current fiscal year, the city is able to report positive balances in all categories of net positions; for the city as a whole, as well as for the separate governmental and business-type activities.

City of Sheboygan
Statement of Activities and Change in Net Position
For the Year Ended December 31, 2019 and 2018
(in thousand of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
Revenues:						
Program revenues:						
Charges for services	$ 8,390	$ 7,976	$ 18,829	$ 18,875	$ 27,219	$ 26,851
Operating grants and contributions	5,553	6,216	3,450	2,853	9,003	9,069
Capital grants and contributions	1,965	143	3,974	79	5,939	222
General revenues:						
Taxes	27,211	25,880	512	512	27,723	26,392
Other taxes	1,933	1,966	-	-	1,933	1,966
Grants and contributions not restricted to specific programs	11,771	12,121	-	-	11,771	12,121
Other	2,101	2,049	470	326	2,571	2,375
Total revenue	58,924	56,351	27,235	22,645	86,159	78,996
Expenses:						
General government	4,490	4,652	-	-	4,490	4,652
Public safety	23,568	23,713	-	-	23,568	23,713
Public works	14,592	11,262	-	-	14,592	11,262
Health and human services	213	220	-	-	213	220
Culture and recreation	6,892	6,877	-	-	6,892	6,877
Conservation and development	3,551	5,060	-	-	3,551	5,060
Interest on long-term debt	2,029	1,235	-	-	2,029	1,235
Sewerage system	-	-	7,328	8,128	7,328	8,128
Water utility	-	-	7,024	6,430	7,024	6,430
Transit commission	-	-	4,360	4,157	4,360	4,157
Parking utility	-	-	521	444	521	444
Boat facility	-	-	172	143	172	143
Total expense	55,335	53,019	19,405	19,302	74,740	72,321
Increase (decrease) in net position before transfers	3,589	3,332	7,830	3,343	11,419	6,675
Net transfers	1,378	1,377	(1,378)	(1,377)	-	-
Change in net position	4,967	4,709	6,452	1,966	11,419	6,675
Net Position - January 1, as originally stated	135,872	131,163	70,940	68,974	206,812	200,137
Prior period adjustment	86	-	503	-	589	-
Net Position - January 1, restated	135,958	131,163	71,443	68,974	207,401	200,137
Net Position - December 31	$ 140,925	$ 135,872	$ 77,895	$ 70,940	$ 218,820	$ 206,812

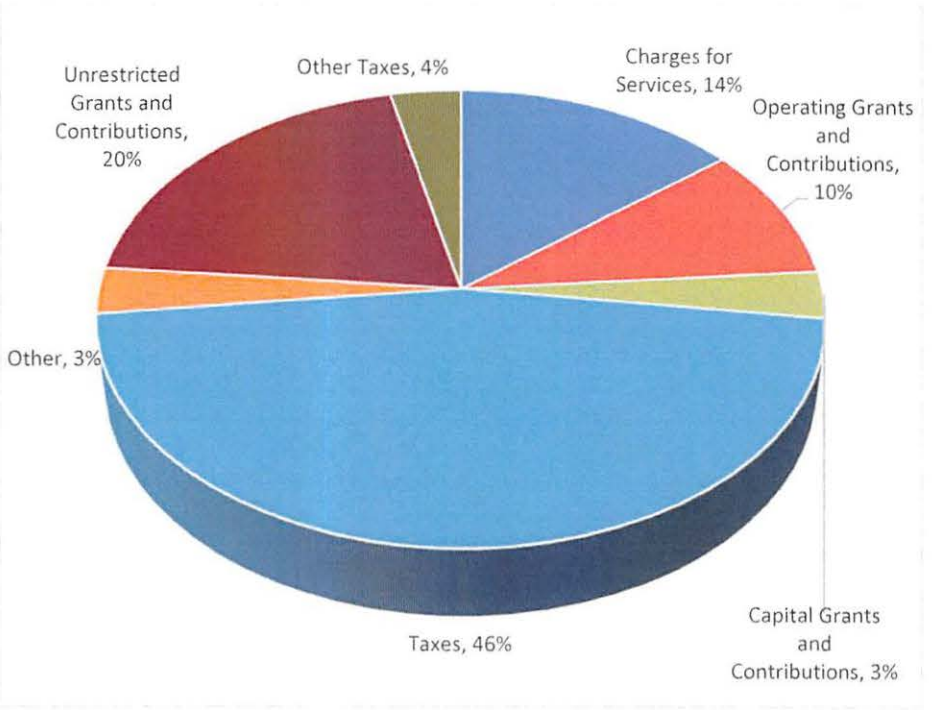
Governmental Activities

Governmental activities increased the city's net position by $5.0 million. Details of significant changes are listed below.

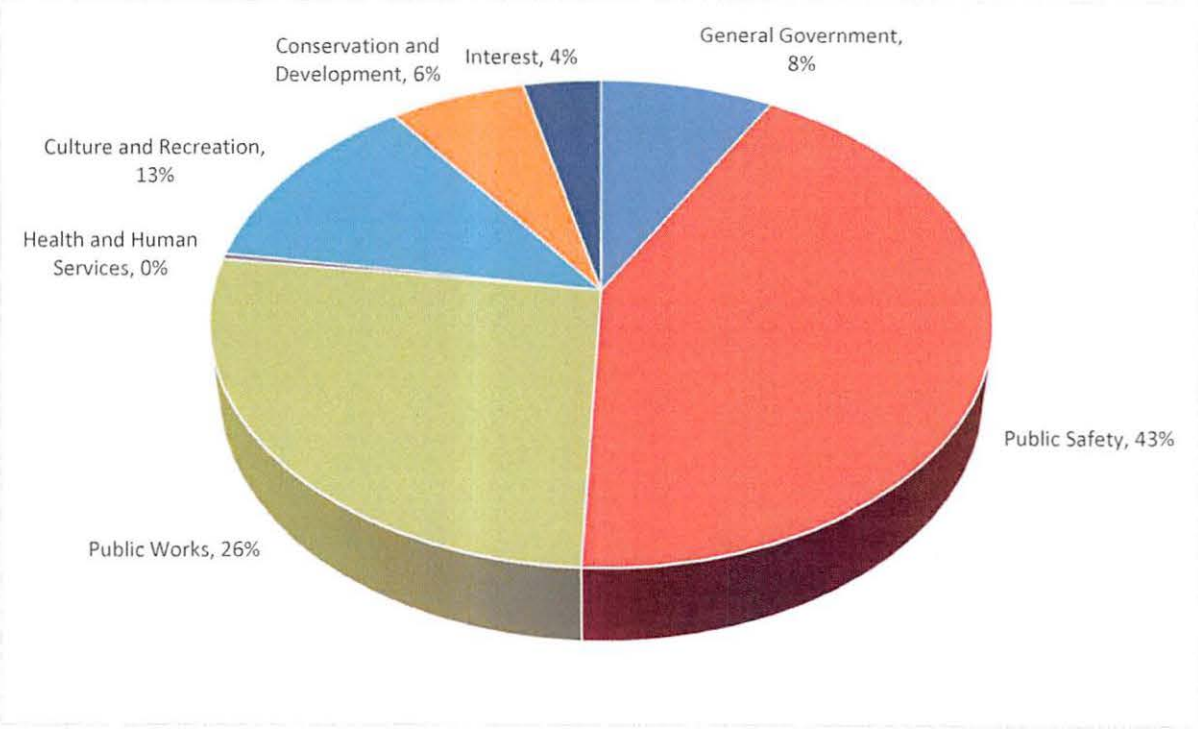
Key elements of change are as follows:

- Governmental activity revenues increased $2.6 million over 2018.
  - General revenue taxes increased $1.3 million, within property taxes and tax increment.
  - The aggregate of the operating grants and contributions and capital grants and contributions increased $1.2 million.
- Governmental activity expenses increased $2.3 million over 2018.
  - Public works activities increased $3.3 million, largely due to an increase in maintenance and repairs and other projects.
  - Conservation and development decreased $1.5 million, primarily due to a reduction in development project expenses and developer incentives.
  - Interest on long-term debt increased $796 thousand, as the City's total general obligation debt increased.

Governmental activities operating revenue by source include $27.2 million of tax revenue or 46 percent of total revenue. Operating grants and contribution revenues total $5.55 million or 9 percent of revenues, with capital grants and contributions of $2.0 million or 3 percent of revenues. The chart below illustrates the revenues by source.



Governmental activities operating expenses totaled $55.3 million, an increase of $2.3 million over 2018. The chart below illustrates the largest expense of the city is 43 percent of total expenses for Public Safety.



Business-type Activities

Business-type activities increased the city's net position by $6.5 million. Key elements of this change are as follows:

- The Water Utility recorded an increase in net position of $2.5 million. Operating revenue exceeded operating expenses by $2.3 million.
- The Sewerage System recorded an operating income of $1.5 million and had an increase of $2.2 million in net position, of which $678 thousand is a non-operating grant related to a State Clean Water Fund Loan.
- The Transit Commission and Parking Facility each experienced an increase in net position totaling $1.9 million.
- Boat Facility experienced a reductions in net position of $119 thousand.

Financial Analysis of the City of Sheboygan's Funds:

The city utilizes fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds: The focus of city government is to provide information on near-term inflows, outflows and balances of spendable resources. The information is useful to assess financial requirements. The unassigned fund balance serves as a useful measure of a government's net resources available for spending at the end of the fiscal year.

As of the end of the current year, the city's governmental funds reported combined ending fund balances of $47.3 million, a decrease of $6.2 million. The unassigned fund balance, net of the Harbor Centre Marina and Capital Projects TIF Districts deficits, of $17.7 million is available for spending at the Common Council's discretion. The remainder of the fund balance is categorized as follows:

- Non-spendable balances in the general fund for inventories and prepaid items ($156 thousand); long-term accounts and interfund receivables ($1.9 million); inventories and prepaid items in nonmajor governmental funds ($102 thousand); and cemetery perpetual care ($950 thousand).
- Restricted in the amount of $18.0 million as a result of external restrictions or enabling legislation.
- Committed by the Common Council for development purposes in the amount of $350 thousand in the general fund, $5.4 million in the capital projects tax levy fund and $3.6 million in nonmajor governmental funds.
- Assigned by the Common Council in the general fund is $1,588,088 assigned for subsequent year expenditures.

The General Fund is the main operating fund of the city. At the end of the current year the assigned and unassigned fund balance of the General Fund was $19.3 million and the total fund balance was $21.7 million. As a measure of funds liquidity, it may be useful to compare both assigned and unassigned fund balances and total fund balance to the total fund's expenditures. Liquid fund balance represents 52.4 percent of the total fund expenditures, while total fund balance represents 58.8 percent of the same amount.

The Common Council by resolution established a policy to maintain the General Fund unassigned fund balance at an amount of 25 percent of the subsequent years general fund expenditures, not including debt service. The objective of the city is to preserve the credit worthiness of the city for issuing debt at favorable interest rates and to provide working capital to meet cash flow needs during the year.

Proprietary Funds: The statements of the proprietary funds provide the same type of information found in the government-wide financial statements. Unrestricted net position of all the proprietary operations at the end of the year amounted to $17.8 million, an increase of $1.7 million from 2018. Factors concerning the operational results of these funds have already been discussed in the discussion of the city's business-type activities.

General Fund Budgetary Highlights

General Fund revenues exceeded the final budget by $536 thousand, of which $388 thousand is attributable to miscellaneous revenues and $469 thousand is attributable to licenses and permits. Operating expenditures were $1.7 million under budgeted, of which $803 thousand was general government and $497 thousand was public safety.

Capital Assets and Debt Administration

Capital assets: The city's investment in capital assets for the governmental and business-type activities at the end of the current year totaled $218 million (net of depreciation). The investment in assets include land, building, machinery, equipment and infrastructure. The chart below compares 2019 to 2018 capital assets.

City of Sheboygan Capital Assets
For the Year Ended December 31, 2019 and 2018
(in thousand of dollars)

	Governmental Activities		Business-type Activities		Totals	
	2019	2018	2019	2018	2019	2018
Land	$ 19,218	$ 18,959	$ 1,129	$ 1,129	$ 20,347	$ 20,088
Building and improvements	26,130	16,429	6,152	6,605	32,282	23,034
Improvements other than buildings	20,775	7,870	6,410	6,310	27,185	14,180
Machinery and equipment	8,568	8,104	9,692	7,640	18,260	15,744
Infrastructure	65,699	62,805	53,934	47,915	119,633	110,720
Construction in progress	-	17,679	309	4,547	309	22,226
Total Capital Assets	$ 140,390	$ 131,846	$ 77,626	$ 74,146	$ 218,016	$ 205,992

Additional information on the city's capital assets can be found on Note 3.C. of the notes to the financial statements on pages 51 - 52 of the report.

Long-term Debt: The City of Sheboygan's total general obligation debt outstanding at fiscal year-end 2019 was $49.1 million, all backed by the full faith and credit of the government. The city maintains a Aa2 credit rating by Moody's Investors Service.

State statutes limit the amount of general obligation debt a governmental entity may issue to five percent of the total equalized valuation. The outstanding debt limit for the City of Sheboygan as of December 31, 2019 was $108 million based on the 2019 equalized valuation of $2.9 billion. The Common Council has established a policy to maintain outstanding debt in an amount not exceeding 60 percent of the city's aggregate statutory borrowing limited prescribed by State Statute.

The city issued $10.855 million of refunding bonds and $3 million of taxable refunding bonds. General obligation debt totaled $49.1 million at fiscal year-end 2019, which is 1.7 percent of the city's equalized valuation.

Additional information on the city's long-term debt can be found in Note 3.E. on pages 55 - 60 of the report.

Economic Factors and Next Year's Budget Rates

The city's annual unemployment rate of 2.7 percent for December 2019 is favorable in comparison to the State of Wisconsin's rate of 3.3 percent. The economic outlook was viewed as slow steady growth, however COVID-19 has had significant impact across the country with the City of Sheboygan unemployment rate of 12.5% as of May 2020.

- Residential multifamily units totaling 318 units at a cost of $70.5 million were in various phases of construction at the end of 2019. These are being constructed to meet the demands of affordable and market rate housing needs in the City. Seven single-family homes including duplexes were constructed in 2019 at a value of $1.2 million.
- City wage rates are budgeted to increase 2.25 percent in 2020 and the health insurance budgeted 5 percent increase. All employees contribute to the WI Retirement defined benefit plan, with the city matching the employer share of contribution.
- The city bargains with four unions and associations, the Sheboygan Professional Police Officers Association; Sheboygan Professional Police Officers Supervisory Association, International Association of Firefighters Local 483 and Amalgamated Transit Union #998. The contract terms for the two Police Associations expire on December 31, 2021 and the Transit Union expires on December 31, 2022. The Association of Firefighters expires on December 31, 2020.
- The city anticipated and retained the Aa2 rating level from Moody's Investors Service in early 2020.
- The capital improvement plan for 2019 anticipates general obligation borrowing of $3.6 million in 2020.

All of the above factors were considered in preparation of the 2020 budget.

Requests for Information

The financial report is designed to provide a general overview of the City of Sheboygan's finances for all those with an interest. Additional information on items provided in the report can be requested in writing addressed to the City of Sheboygan Finance Department, 828 Center Avenue, Sheboygan WI 53081 or viewed on the city website www.sheboyganwi.gov under the Finance Department.

BASIC FINANCIAL STATEMENTS

City of Sheboygan, Wisconsin

STATEMENT OF NET POSITION
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Governmental Activities	Business-type Activities	Totals 2019	Totals 2018	Component Unit Housing Authority
ASSETS					
Cash and investments	$ 70,077,864	$ 19,116,429	$ 89,194,293	$ 86,541,160	$ 4,145,080
Receivables					
Taxes and special charges	18,211,232	468,192	18,679,424	28,003,928	-
Delinquent taxes	70,076	-	70,076	46,371	-
Accounts, net	1,827,855	2,755,960	4,583,815	4,356,983	23,378
Special assessments	406,292	553,556	959,848	1,236,227	-
Loans	7,331,367	-	7,331,367	7,746,585	-
Other	635	16,897	17,532	25,749	192,456
Internal balances	1,221,338	(1,221,338)	-	-	-
Due from other governments	528,311	286,791	815,102	753,146	26,951
Inventories and prepaid items	311,075	327,230	638,305	583,922	34,028
Investment in CVMIC	2,205,665	-	2,205,665	2,205,665	-
Restricted assets					
Cash and investments	-	4,003,314	4,003,314	1,675,291	115,663
Net pension asset	-	-	-	7,197,868	-
Capital assets, nondepreciable	19,218,202	1,438,255	20,656,457	42,313,926	501,338
Capital assets, depreciable, net	121,171,791	76,187,833	197,359,624	163,677,867	2,445,709
Total assets	242,581,703	103,933,119	346,514,822	346,364,688	7,484,603
DEFERRED OUTFLOWS OF RESOURCES					
Pension related amounts	20,081,976	3,390,611	23,472,587	13,108,853	219,381
Other postemployment related amounts	288,816	71,652	360,468	199,981	11,956
Total deferred outflows of resources	20,370,792	3,462,263	23,833,055	13,308,834	231,337
LIABILITIES					
Accounts payable	2,355,538	1,210,074	3,565,612	8,178,485	19,065
Accrued and other current liabilities	2,365,461	422,293	2,787,754	3,015,976	106,864
Due to other governments	98,760	5,395	104,155	13,903	-
Accrued interest payable	413,463	102,550	516,013	515,690	-
Special deposits	166,674	33,356	200,030	198,692	80,703
Unearned revenues	120,279	11,851	132,130	120,773	7,598
Long-term obligations					
Due within one year	5,900,768	1,703,613	7,604,381	16,140,994	-
Due in more than one year					
Long-term debt	60,022,587	21,544,827	81,567,414	76,973,499	-
Net pension liability	7,397,848	1,251,125	8,648,973	-	88,237
Other postemployment benefits	4,266,431	905,514	5,171,945	5,734,789	72,915
Total liabilities	83,107,809	27,190,598	110,298,407	110,892,801	375,382
DEFERRED INFLOWS OF RESOURCES					
Property taxes levied for subsequent year	28,346,507	516,662	28,863,169	27,724,220	-
Pension related amounts	10,196,041	1,724,355	11,920,396	14,194,151	126,724
Other postemployment related amounts	376,812	68,731	445,543	50,106	28,693
Total deferred inflows of resources	38,919,360	2,309,748	41,229,108	41,968,477	155,417
NET POSITION					
Net investment in capital assets	82,603,781	56,784,091	139,387,872	130,832,540	2,947,047
Restricted					
Debt service	11,045,261	1,496,425	12,541,686	19,178,877	-
Equipment replacement	-	1,745,725	1,745,725	-	-
Pension	-	-	-	7,197,868	-
Tax incremental financing districts	1,383,584	-	1,383,584	-	-
Community development	8,124,825	-	8,124,825	7,827,915	27,362
Parks	215,908	-	215,908	-	-
Library	917,459	-	917,459	936,724	-
Nonexpendable					
Cemetery care	950,133	-	950,133	908,758	-
Library trust	600,000	-	600,000	600,000	-
Unrestricted	35,084,375	17,868,795	52,953,170	39,329,562	4,210,732
Total net position	$ 140,925,326	$ 77,895,036	$ 218,820,362	$ 206,812,244	$ 7,185,141

The notes to the basic financial statements are an integral part of this statement.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
GOVERNMENTAL ACTIVITIES				
General government	$ 4,490,073	$ 1,063,327	$ 11,605	$ -
Public safety	23,568,191	3,274,948	555,736	-
Public works	14,592,189	2,378,398	2,949,176	1,821,221
Health and human services	213,379	98,835	-	-
Culture and recreation	6,891,611	847,924	881,965	144,225
Conservation and development	3,551,102	726,482	1,154,379	-
Interest and fiscal charges	2,029,886	-	-	-
Total governmental activities	55,336,431	8,389,914	5,552,861	1,965,446
BUSINESS-TYPE ACTIVITIES				
Sewerage system	7,327,916	8,618,983	678,205	198,893
Water utility	7,023,582	8,902,438	92,024	1,541,118
Transit commission	4,360,334	730,638	2,680,270	2,233,985
Parking facility	520,586	523,258	-	-
Boat facility	172,601	53,581	-	-
Total business-type activities	19,405,019	18,828,898	3,450,499	3,973,996
Total primary government	$ 74,741,450	$ 27,218,812	$ 9,003,360	$ 5,939,442
Component Unit				
Housing Authority	$ 2,379,073	$ 1,178,735	$ 1,074,071	$ 2,312
General revenues				
Taxes				
Property taxes				
Tax increments				
Other taxes				
Federal and state grants and other contributions not restricted to specific functions				
Interest and investment earnings				
Miscellaneous				
Gain on sale of assets				
Transfers				
Total general revenues and transfers				
Change in net position				
Net position - January 1, as originally reported				
Prior period adjustment				
Net position - January 1, restated				
Net position - December 31				

The notes to the basic financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Position				Component Unit
Governmental Activities	Business-type Activities	Totals 2019	Totals 2018	Housing Authority
$ (3,415,141)	$ -	$ (3,415,141)	$ (3,336,093)	$ -
(19,737,507)	-	(19,737,507)	(20,098,480)	-
(7,443,394)	-	(7,443,394)	(5,857,077)	-
(114,544)	-	(114,544)	(110,190)	-
(5,017,497)	-	(5,017,497)	(4,842,638)	-
(1,670,241)	-	(1,670,241)	(3,204,608)	-
(2,029,886)	-	(2,029,886)	(1,234,017)	-
(39,428,210)	-	(39,428,210)	(38,683,103)	-
-	2,168,165	2,168,165	311,090	-
-	3,511,998	3,511,998	3,184,520	-
-	1,284,559	1,284,559	(860,871)	-
-	2,672	2,672	(43,585)	-
-	(119,020)	(119,020)	(85,698)	-
-	6,848,374	6,848,374	2,505,456	-
(39,428,210)	6,848,374	(32,579,836)	(36,177,647)	-
-	-	-	-	(123,955)
23,257,198	511,547	23,768,745	23,324,477	-
3,953,733	-	3,953,733	3,066,752	-
1,933,369	-	1,933,369	1,965,685	-
11,771,181	-	11,771,181	12,120,530	-
1,794,505	411,773	2,206,278	1,471,009	119,698
214,049	51,674	265,723	185,216	-
92,976	6,769	99,745	719,017	-
1,378,001	(1,378,001)	-	-	-
44,395,012	(396,238)	43,998,774	42,852,686	119,698
4,966,802	6,452,136	11,418,938	6,675,039	(4,257)
135,872,157	70,940,087	206,812,244	200,137,205	7,189,398
86,367	502,813	589,180	-	-
135,958,524	71,442,900	207,401,424	200,137,205	7,189,398
$ 140,925,326	$ 77,895,036	$ 218,820,362	$ 206,812,244	$ 7,185,141

City of Sheboygan, Wisconsin

BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	General	Capital Projects TIF Districts	Capital Projects Bonded	Capital Projects Tax Levy
ASSETS				
Cash and investments	$ 25,150,556	$ 3,098,249	$ 2,160,245	$ 6,114,053
Receivables				
Taxes and special charges	10,670,146	-	-	573,112
Delinquent taxes	70,076	-	-	-
Accounts, net	594,324	-	-	100,357
Special assessments	114,450	-	-	-
Loans	10,000	-	-	394,179
Other	-	-	-	-
Due from other funds	1,272,562	-	-	-
Advance to other funds	2,393,871	-	-	456,761
Due from other governments	134,511	-	-	47,493
Inventories and prepaid items	156,402	-	-	-
Total assets	$ 40,566,898	$ 3,098,249	$ 2,160,245	$ 7,685,955
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	$ 432,657	$ 180,172	$ 285,412	$ 929,988
Accrued and other current liabilities	1,584,586	176	-	-
Due to other funds	-	-	-	-
Advance from other funds	-	1,534,317	-	-
Due to other governments	34,549	-	-	-
Special deposits	105,397	-	-	-
Unearned revenues	11,420	-	-	102,664
Total liabilities	2,168,609	1,714,665	285,412	1,032,652
Deferred inflows of resources				
Property taxes levied for subsequent year	16,609,115	-	-	892,025
Accounts receivable	-	-	-	-
Loans receivable	-	-	-	394,179
Special assessments	108,796	-	-	-
Total deferred inflows of resources	16,717,911	-	-	1,286,204
Fund balances				
Nonspendable	2,018,370	-	-	-
Restricted	-	1,383,584	1,874,833	-
Committed	350,000	-	-	5,367,099
Assigned	1,588,088	-	-	-
Unassigned	17,723,920	-	-	-
Total fund balances	21,680,378	1,383,584	1,874,833	5,367,099
Total liabilities, deferred inflows of resources, and fund balances	$ 40,566,898	$ 3,098,249	$ 2,160,245	$ 7,685,955

The notes to the basic financial statements are an integral part of this statement.

Debt Service GO Debt	Debt Service TIF Districts	Other Governmental Funds	Totals 2019	Totals 2018
$ 5,481,715	$ 6,864,522	$ 9,213,110	$ 58,082,450	$ 57,082,341
2,275,523	3,064,838	1,627,613	18,211,232	27,350,936
-	-	-	70,076	46,371
-	9,325	1,123,234	1,827,240	1,550,979
-	-	291,842	406,292	702,224
-	103,448	6,823,740	7,331,367	7,746,585
-	587	48	635	635
2,811,581	-	-	4,084,143	4,028,706
382,379	-	-	3,233,011	3,219,360
-	-	345,252	527,256	275,987
-	-	102,141	258,543	261,026
$ 10,951,198	$ 10,042,720	$ 19,526,980	$ 94,032,245	$ 102,265,150
$ 150	$ 9,500	$ 445,140	$ 2,283,019	$ 5,156,461
-	-	127,014	1,711,776	1,674,039
-	-	2,811,581	2,811,581	2,811,581
-	1,110,043	588,651	3,233,011	3,219,360
-	-	64,211	98,760	11,105
-	-	61,277	166,674	170,975
-	-	5,867	119,951	109,664
150	1,119,543	4,103,741	10,424,772	13,153,185
3,541,758	4,770,295	2,533,314	28,346,507	27,212,673
-	-	140,203	140,203	142,564
-	103,448	6,823,740	7,321,367	7,736,585
-	-	426,847	535,643	692,139
3,541,758	4,873,743	9,924,104	36,343,720	35,783,961
-	-	1,652,274	3,670,644	3,607,749
7,409,290	4,049,434	3,313,171	18,030,312	23,052,386
-	-	3,649,160	9,366,259	350,000
-	-	-	1,588,088	14,051,253
-	-	(3,115,470)	14,608,450	12,266,616
7,409,290	4,049,434	5,499,135	47,263,753	53,328,004
$ 10,951,198	$ 10,042,720	$ 19,526,980	$ 94,032,245	$ 102,265,150

City of Sheboygan, Wisconsin

BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

RECONCILIATION TO THE STATEMENT OF NET POSITION	2019	2018
Total fund balances as shown on previous page	$ 47,263,753	$ 53,328,004
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.	135,706,351	127,164,361
Other long-term assets are not available to pay current period expenditures and therefore are deferred in the funds.	7,997,213	8,571,288
Net position of the internal service fund is reported in the statement of net position as governmental activities	18,191,204	17,106,197
Some deferred outflows and inflows of resources reflect changes in long-term liabilities and are not reported in the funds.		
Deferred outflows related to pensions	19,513,087	10,840,709
Deferred inflows related to pensions	(9,906,970)	(11,705,992)
Deferred outflows related to other postemployment benefits	284,839	148,715
Deferred inflows related to other postemployment benefits	(366,129)	(41,322)
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Bonds and notes payable	(60,650,426)	(64,799,238)
Premium on debt	(1,666,602)	(942,270)
Discount on debt	372	46,053
Capital leases	(501,781)	(718,978)
Compensated absences	(3,104,918)	(3,954,179)
Net pension liability (asset)	(7,188,110)	5,936,120
Other postemployment benefit	(4,233,094)	(4,692,709)
Accrued interest on long-term obligations	(413,463)	(414,602)
Net position of governmental activities as reported on the statement of net position (see page 14)	$ 140,925,326	$ 135,872,157

The notes to the basic financial statements are an integral part of this statement.

City of Sheboygan, Wisconsin

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	General	Capital Projects TIF Districts	Capital Projects Bonded	Capital Projects Tax Levy
REVENUES				
Taxes	$ 16,644,548	$ -	$ -	$ 1,604,815
Special assessments	-	-	-	-
Intergovernmental	14,198,368	-	-	2,180,340
Licenses and permits	1,389,567	-	-	-
Fines and forfeits	276,852	-	-	-
Public charges for services	1,634,339	-	-	-
Intergovernmental charges for services	260,244	-	-	-
Miscellaneous	733,018	91,495	62,454	329,847
Total revenues	35,136,936	91,495	62,454	4,115,002
EXPENDITURES				
Current				
General government	3,576,275	-	-	-
Public safety	21,303,703	-	-	-
Public works	8,734,350	-	-	-
Health and human services	197,734	-	-	-
Culture and recreation	2,706,354	-	-	-
Conservation and development	365,965	158,497	25,657	-
Debt service				
Principal	-	-	-	-
Interest and fiscal charges	-	14,176	50,628	-
Capital outlay	-	3,078,041	3,907,559	7,897,506
Total expenditures	36,884,381	3,250,714	3,983,844	7,897,506
Excess of revenues over (under) expenditures	(1,747,445)	(3,159,219)	(3,921,390)	(3,782,504)
OTHER FINANCING SOURCES (USES)				
Long-term debt issued	-	4,032,000	5,200,000	-
Premium on debt issued	-	49,025	291,985	-
Proceeds from sale of capital assets	61,867	-	-	5,000
Transfers in	3,311,297	1,542,311	-	125,000
Transfers out	(6,482)	-	(1,097,000)	(6,000)
Total other financing sources (uses)	3,366,682	5,623,336	4,394,985	124,000
Net change in fund balances	1,619,237	2,464,117	473,595	(3,658,504)
Fund balances - Janaury 1, as originally reported	19,974,774	(1,080,533)	1,401,238	9,025,603
Prior period adjustment	86,367	-	-	-
Fund balances - January 1, restated	20,061,141	(1,080,533)	1,401,238	9,025,603
Fund balances - December 31	$ 21,680,378	$ 1,383,584	$ 1,874,833	$ 5,367,099

The notes to the basic financial statements are an integral part of this statement.

Debt Service GO Debt	Debt Service TIF Districts	Other Governmental Funds	Totals 2019	Totals 2018
$ 3,421,889	$ 4,034,951	$ 4,144,087	$ 29,850,290	$ 28,570,166
-	-	188,967	188,967	226,253
-	91,520	1,982,165	18,452,393	16,808,005
-	-	661,424	2,050,991	1,761,636
-	-	827,692	1,104,544	1,197,313
-	-	2,642,057	4,276,396	3,976,880
-	-	-	260,244	292,357
831,436	151,733	1,079,024	3,279,007	3,384,956
4,253,325	4,278,204	11,525,416	59,462,832	56,217,566
5,100	-	532,626	4,114,001	4,027,132
-	-	697,298	22,001,001	21,900,014
-	-	991,088	9,725,438	9,545,508
-	-	-	197,734	205,457
-	-	3,650,408	6,356,762	6,119,901
-	-	1,810,262	2,360,381	3,761,194
12,716,363	5,369,951	94,695	18,181,009	5,664,687
1,283,148	836,837	11,761	2,196,550	1,387,761
-	-	820,874	15,703,980	29,078,054
14,004,611	6,206,788	8,609,012	80,836,856	81,689,708
(9,751,286)	(1,928,584)	2,916,404	(21,374,024)	(25,472,142)
4,390,000	193,000	-	13,815,000	34,055,000
437,761	156,767	-	935,538	743,979
-	-	-	66,867	696,833
308,105	1,084,486	524,065	6,895,264	9,785,373
(499,486)	(2,105,000)	(2,775,295)	(6,489,263)	(9,232,150)
4,636,380	(670,747)	(2,251,230)	15,223,406	36,049,035
(5,114,906)	(2,599,331)	665,174	(6,150,618)	10,576,893
12,524,196	6,648,765	4,833,961	53,328,004	42,751,111
-	-	-	86,367	-
12,524,196	6,648,765	4,833,961	53,414,371	42,751,111
$ 7,409,290	$ 4,049,434	$ 5,499,135	$ 47,263,753	$ 53,328,004

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

RECONCILIATION TO THE STATEMENT OF ACTIVITIES	2019	2018
Net change in fund balances as shown on previous page	$ (6,150,618)	$ 10,576,893
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense.		
Capital assets reported as capital outlay in governmental fund statements	13,113,374	28,653,741
Depreciation expense reported in the statement of activities	(4,571,384)	(4,530,772)
Governmental funds do not present revenues that are not available to pay current obligations. In contrast, such revenues are reported in the statement of activities when earned.	(574,075)	37,775
Debt issued provides current financial resources to governmental funds, but issuing debt increases long-term liabilities in the statement of net position. Repayment of bond principal is an expenditure in the governmental funds, but the repayment reduces long-term liabilities in the statement of net position.		
Long-term debt issued	(13,815,000)	(34,055,000)
Premium on debt issued	(935,538)	(743,979)
Principal repaid	17,963,812	5,454,727
Capital leases paid	217,197	209,960
Some expenses reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in the governmental funds:		
Accrued interest on long-term debt	1,139	(73,586)
Amortization of premiums, discounts and loss on advance refunding	165,525	90,916
Compensated absences	849,261	(145,702)
Net pension liability / asset	(13,124,230)	7,570,799
Deferred outflows of resources related to pensions	8,672,378	(1,784,000)
Deferred inflows of resources related to pensions	1,799,022	(6,537,999)
Other postemployment benefits	459,615	(242,730)
Deferred outflows of resources related to other postemployment benefits	136,124	148,715
Deferred inflows of resources related to other postemployment benefits	(324,807)	(41,322)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue (expense) of the internal service funds is reported with governmental activities.	1,085,007	120,451
Change in net position of governmental activities as reported in the statement of activities (see pages 15 - 16)	$ 4,966,802	$ 4,708,887

The notes to the basic financial statements are an integral part of this statement.

City of Sheboygan, Wisconsin

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE YEAR ENDED DECEMBER 31, 2018

	Budget			Variance Final Budget - Positive	2018
	Original	Final	Actual	(Negative)	Actual
REVENUES					
Taxes	$ 16,640,068	$ 16,640,068	$ 16,644,548	$ 4,480	$ 16,469,774
Intergovernmental	14,482,474	14,486,474	14,198,368	(288,106)	14,637,627
Licenses and permits	920,400	920,400	1,389,567	469,167	1,206,901
Fines and forfeits	271,000	271,000	276,852	5,852	275,140
Public charges for services	1,644,822	1,644,822	1,634,339	(10,483)	1,592,665
Intergovernmental charges for services	293,000	293,000	260,244	(32,756)	292,357
Miscellaneous	341,925	345,260	733,018	387,758	616,860
Total revenues	34,593,689	34,601,024	35,136,936	535,912	35,091,324
EXPENDITURES					
Current					
General government	4,447,425	4,379,713	3,576,275	803,438	3,523,721
Public Safety	21,782,447	21,800,525	21,303,703	496,822	21,258,978
Public Works	9,017,575	9,163,212	8,734,350	428,862	8,550,172
Health and human services	201,337	201,337	197,734	3,603	188,887
Culture and Recreation	2,673,178	2,681,942	2,706,354	(24,412)	2,589,426
Conservation and development	347,928	352,725	365,965	(13,240)	348,915
Total expenditures	38,469,890	38,579,454	36,884,381	1,695,073	36,460,099
Excess of revenues over (under) expenditures	(3,876,201)	(3,978,430)	(1,747,445)	2,230,985	(1,368,775)
OTHER FINANCING SOURCES (USES)					
Proceeds from sale of capital assets	500	500	61,867	61,367	20,147
Transfers in	2,717,605	2,717,605	3,311,297	593,692	2,928,072
Transfers out	(7,682)	(7,682)	(6,482)	1,200	(5,505,575)
Total other financing sources (uses)	2,710,423	2,710,423	3,366,682	656,259	(2,557,356)
Net change in fund balance	(1,165,778)	(1,268,007)	1,619,237	2,887,244	(3,926,131)
Fund balances - January 1, as originally stated	19,974,774	19,974,774	19,974,774	-	23,900,905
Prior period adjustment	-	-	86,367	86,367	-
Fund balances - January 1, restated	19,974,774	19,974,774	20,061,141	86,367	23,900,905
Fund balances - December 31	$ 18,808,996	$ 18,706,767	$ 21,680,378	$ 2,973,611	$ 19,974,774

The notes to the basic financial statements are an integral part of this statement.

City of Sheboygan, Wisconsin

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Enterprise Funds			
	Sewerage System	Water Utility	Transit Commission	Nonmajor Funds
ASSETS				
Current assets				
Cash and investments	$ 6,793,000	$ 8,183,173	$ 3,749,111	$ 391,145
Receivables				
Taxes and special charges	118,691	-	331,947	17,554
Customer accounts, net	1,625,794	1,089,815	5,047	35,304
Special assessments	366	-	-	207,774
Other	-	16,897	-	-
Due from other governments	-	203,936	82,855	-
Inventories and prepaid items	-	303,245	23,985	-
Total current assets	8,537,851	9,797,066	4,192,945	651,777
Noncurrent assets				
Restricted assets				
Cash and investments	2,760,552	1,242,762	-	-
Other assets				
Deferred special assessments	-	345,416	-	-
Investment in CVMIC	-	-	-	-
Net pension asset	-	-	-	-
Total other assets	-	345,416	-	-
Capital assets				
Nondepreciable	2,000	684,243	35,754	716,258
Depreciable, net	23,920,794	48,945,306	2,253,984	1,067,749
Total capital assets	23,922,794	49,629,549	2,289,738	1,784,007
Total noncurrent assets	26,683,346	51,217,727	2,289,738	1,784,007
Total assets	35,221,197	61,014,793	6,482,683	2,435,784
DEFERRED OUTFLOWS OF RESOURCES				
Pension related amounts	866,186	1,229,866	1,233,730	60,829
Other postemployment related amounts	11,275	32,324	27,628	425
Total deferred outflows of resources	877,461	1,262,190	1,261,358	61,254

The notes to the basic financial statements are an integral part of this statement.

Totals		Governmental Activities - Internal Service Funds	
2019	2018	2019	2018
$ 19,116,429	$ 18,322,185	$ 11,995,414	$ 11,136,634
468,192	652,992	-	-
2,755,960	2,702,764	615	103,240
208,140	84,676	-	-
16,897	25,114	-	-
286,791	477,159	1,055	-
327,230	273,740	52,532	49,156
23,179,639	22,538,630	12,049,616	11,289,030
4,003,314	1,675,291	-	-
345,416	449,327	-	-
-	-	2,205,665	2,205,665
-	1,076,471	-	185,277
345,416	1,525,798	2,205,665	2,390,942
1,438,255	5,676,056	-	-
76,187,833	68,469,615	4,683,642	4,681,761
77,626,088	74,145,671	4,683,642	4,681,761
81,974,818	77,346,760	6,889,307	7,072,703
105,154,457	99,885,390	18,938,923	18,361,733
3,390,611	1,939,364	568,889	328,780
71,652	46,625	3,977	4,641
3,462,263	1,985,989	572,866	333,421

City of Sheboygan, Wisconsin

STATEMENT OF NET POSITION
PROPRIETARY FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Enterprise Funds			
	Sewerage System	Water Utility	Transit Commission	Nonmajor Funds
LIABILITIES				
Current liabilities				
Accounts payable	$ 279,988	$ 788,431	$ 115,673	$ 25,982
Accrued and other current liabilities	77,258	126,823	213,051	5,161
Due to other funds	-	1,160,483	-	112,079
Due to other governments	-	-	-	5,395
Accrued interest	42,318	5,695	-	-
Deposits	-	-	11,404	21,952
Unearned revenue	11,370	-	392	89
Current portion of compensated absences	-	22,073	-	-
Current portion of long-term debt	652,205	17,079	-	-
Payable from restricted assets				
Current portion of long-term debt	-	1,012,256	-	-
Accrued interest	-	54,537	-	-
Total current liabilities	1,063,139	3,187,377	340,520	170,658
Long-term obligations, less current portion				
General obligation debt	-	152,173	-	-
Revenue bonds	10,209,420	10,689,569	-	-
Compensated absences	34,611	459,054	-	-
Net pension liability	321,330	452,290	455,106	22,399
Other postemployment benefits	158,885	275,425	467,644	3,560
Total long-term liabilities	10,724,246	12,028,511	922,750	25,959
Total liabilities	11,787,385	15,215,888	1,263,270	196,617
DEFERRED INFLOWS OF RESOURCES				
Special charges on subsequent year tax roll	-	-	516,662	-
Pension related amounts	442,871	623,366	627,247	30,871
Other postemployment related amounts	16,367	28,042	23,181	1,141
Total deferred inflows of resources	459,238	651,408	1,167,090	32,012
NET POSITION				
Net investment in capital assets	14,075,996	38,634,350	2,289,738	1,784,007
Restricted				
Debt service	1,014,827	481,598	-	-
Equipment replacement	1,745,725	-	-	-
Pension	-	-	-	-
Unrestricted	7,015,487	7,293,739	3,023,943	484,402
Total net position	$ 23,852,035	$ 46,409,687	$ 5,313,681	$ 2,268,409

Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds
Net position as reported on the Statement of Net Position in the government-wide financial statements

The notes to the basic financial statements are an integral part of this statement.

Totals		Governmental Activities - Internal Service Funds	
2019	2018	2019	2018
$ 1,210,074	$ 2,853,438	$ 72,519	$ 168,586
422,293	383,825	653,685	958,112
1,272,562	1,217,125	-	-
5,395	2,798	-	-
48,013	42,291	-	-
33,356	27,717	-	-
11,851	11,109	328	-
22,073	11,197	-	-
669,284	567,482	-	-
1,012,256	974,828	-	-
54,537	58,797	-	-
4,761,694	6,150,607	726,532	1,126,698
152,173	169,253	-	-
20,898,989	20,561,708	-	-
493,665	461,413	-	-
1,251,125	-	209,738	-
905,514	999,161	33,337	42,919
23,701,466	22,191,535	243,075	42,919
28,463,160	28,342,142	969,607	1,169,617
516,662	511,547	-	-
1,724,355	2,122,795	289,071	365,364
68,731	7,494	10,683	1,290
2,309,748	2,641,836	299,754	366,654
56,784,091	53,253,767	4,683,642	4,681,761
1,496,425	420,518	-	-
1,745,725	-	-	-
-	1,076,471	-	185,277
17,817,571	16,136,645	13,558,786	12,291,845
$ 77,843,812	$ 70,887,401	$ 18,242,428	$ 17,158,883
51,224	52,686	(51,224)	(52,686)
$ 77,895,036	$ 70,940,087	$ 18,191,204	$ 17,106,197

City of Sheboygan, Wisconsin

STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Enterprise Funds			
	Sewerage System	Water Utility	Transit Commission	Nonmajor Funds
OPERATING REVENUES				
Charges for services	$ 8,574,471	$ 8,737,822	$ 660,537	$ 572,895
Interdepartmental charges for services	-	-	-	-
Other	44,512	164,616	74,732	5,342
Total operating revenues	8,618,983	8,902,438	735,269	578,237
OPERATING EXPENSES				
Personal services	2,112,694	2,363,334	3,139,100	199,209
Contractual services	2,243,387	2,051,796	216,156	362,593
Supplies and materials	994,338	263,430	497,390	58,070
Insurance	56,773	84,370	112,512	683
Other	121,469	330,860	-	-
Depreciation	1,555,888	1,533,169	414,678	76,704
Total operating expenses	7,084,549	6,626,959	4,379,836	697,259
Operating income (loss)	1,534,434	2,275,479	(3,644,567)	(119,022)
NONOPERATING REVENUES (EXPENSES)				
General property taxes	-	-	511,547	-
Interest income	233,093	75,112	92,422	11,146
Nonoperating grants	678,205	92,024	2,680,270	-
Nonoperating grants expense	-	(92,024)	-	-
Gain on disposal of capital assets	650	-	1,637	27
Interest and fiscal charges	(215,274)	(337,471)	-	-
Amortization of debt discount/premium	-	32,872	-	-
Other nonoperating revenues	-	-	47,043	-
Total nonoperating revenues (expenses)	696,674	(229,487)	3,332,919	11,173
Income (loss) before contributions and transfers	2,231,108	2,045,992	(311,648)	(107,849)
Capital contributions	198,893	1,541,118	2,233,985	-
Transfers in	-	-	-	7,482
Transfers out	(261,320)	(1,124,163)	-	-
Change in net position	2,168,681	2,462,947	1,922,337	(100,367)
Net position - January 1, as originally stated	21,180,541	43,946,740	3,391,344	2,368,776
Prior period adjustment	502,813	-	-	-
Net position - January 1, restated	21,683,354	43,946,740	3,391,344	2,368,776
Net position - December 31	$ 23,852,035	$ 46,409,687	$ 5,313,681	$ 2,268,409

Change in net position, as reported above
Adjustment to reflect the consolidation of internal service fund activities related to enterprise funds
Change in net position as reported on the Statement of Activities in the government-wide financial statements

The notes to the basic financial statements are an integral part of this statement.

Totals		Governmental Activities - Internal Service Funds	
2019	2018	2019	2018
$ 18,545,725	$ 18,505,367	$ -	$ -
-	-	10,330,759	10,145,399
289,202	369,604	35,737	65,546
18,834,927	18,874,971	10,366,496	10,210,945
7,814,337	7,258,830	1,459,291	1,290,090
4,873,932	4,457,237	1,249,858	1,224,599
1,813,228	1,812,401	319,779	311,588
254,338	246,056	6,457,285	7,070,120
452,329	1,003,478	210,000	397,566
3,580,439	3,428,772	897,271	961,434
18,788,603	18,206,774	10,593,484	11,255,397
46,324	668,197	(226,988)	(1,044,452)
511,547	511,547	-	-
411,773	253,399	307,244	145,782
3,450,499	2,853,092	-	-
(92,024)	(304,278)	-	-
2,314	16,983	31,289	61,608
(552,745)	(658,221)	-	-
32,872	29,134	-	-
47,043	55,993	-	7,515
3,811,279	2,757,649	338,533	214,905
3,857,603	3,425,846	111,545	(829,547)
3,973,996	78,955	-	-
7,482	5,877	1,097,000	949,000
(1,385,483)	(1,383,103)	(125,000)	(125,000)
6,453,598	2,127,575	1,083,545	(5,547)
70,887,401	68,759,826	17,158,883	17,164,430
502,813	-	-	-
71,390,214	68,759,826	17,158,883	17,164,430
$ 77,843,812	$ 70,887,401	$ 18,242,428	$ 17,158,883
$ 6,453,598	$ 2,127,575	$ 1,083,545	$ (5,547)
(1,462)	(161,423)	1,462	161,423
$ 6,452,136	$ 1,966,152	$ 1,085,007	$ 155,876

City of Sheboygan, Wisconsin

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Enterprise Funds			
	Sewerage System	Water Utility	Transit Commission	Nonmajor Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	$ 8,930,982	$ 9,267,027	$ 923,645	$ 594,465
Cash received from other departments	-	-	-	-
Cash paid for employee wages and benefits	(1,994,496)	(2,849,761)	(3,012,030)	(190,564)
Cash paid to suppliers	(5,716,725)	(1,640,509)	(695,218)	(421,649)
Net cash provided (used) by operating activities	1,219,761	4,776,757	(2,783,603)	(17,748)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
General property taxes	-	-	511,547	-
Intergovernmental revenues	678,205	-	2,871,208	-
Nonoperating revenue	-	-	47,043	-
Collection of assessments for customer owned laterals	-	103,911	-	-
Advances from other funds	-	(16,139)	-	53,060
Interest on advance from other funds	-	(7,601)	-	-
Transfer in (out)	(261,320)	(1,121,786)	-	7,482
Net cash provided (used) by noncapital financing activities	416,885	(1,041,615)	3,429,798	60,542
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of capital assets	(638,141)	(2,741,718)	(2,233,985)	(17,748)
Capital contributions	198,893	-	2,233,985	-
Sale of capital assets	650	-	6,092	27
Special assessments assessed	-	-	-	(123,098)
Proceeds of capital debt	2,034,614	-	-	-
Principal paid on long-term debt	(551,344)	(974,828)	-	-
Debt issuance premium	-	-	-	-
Interest paid on long-term debt	(209,230)	(334,452)	-	-
Net cash provided (used) by capital and related financing activities	835,442	(4,050,998)	6,092	(140,819)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	233,093	75,112	92,422	11,146
Change in cash and cash equivalents	2,705,181	(240,744)	744,709	(86,879)
Cash and cash equivalents - January 1	6,848,371	9,666,679	3,004,402	478,024
Cash and cash equivalents - December 31	$ 9,553,552	$ 9,425,935	$ 3,749,111	$ 391,145

The notes to the basic financial statements are an integral part of this statement.

Totals		Governmental Activities - Internal Service Funds	
2019	2018	2019	2018
$ 19,716,119	$ 18,488,010	$ -	$ -
-	-	10,468,394	10,141,273
(8,046,851)	(7,707,138)	(1,608,295)	(1,299,034)
(8,474,101)	(5,009,634)	(8,412,700)	(8,987,408)
3,195,167	5,771,238	447,399	(145,169)
511,547	511,547	-	-
3,549,413	3,832,579	-	-
47,043	55,993	-	7,515
103,911	(86,144)	-	-
36,921	43,794	-	-
(7,601)	(7,623)	-	-
(1,375,624)	(1,385,597)	972,000	824,000
2,865,610	2,964,549	972,000	831,515
(5,631,592)	(6,743,746)	(912,352)	(692,115)
2,432,878	78,955	-	-
6,769	16,983	44,489	61,608
(123,098)	45,754	-	-
2,034,614	5,081,161	-	-
(1,526,172)	(3,729,853)	-	-
-	209,153	-	-
(543,682)	(565,491)	-	-
(3,350,283)	(5,607,084)	(867,863)	(630,507)
411,773	253,399	307,244	154,684
3,122,267	3,382,102	858,780	210,523
19,997,476	16,615,374	11,136,634	10,926,111
$ 23,119,743	$ 19,997,476	$ 11,995,414	$ 11,136,634

STATEMENT OF CASH FLOWS
PROPRIETARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Enterprise Funds			
	Sewerage System	Water Utility	Transit Commission	Nonmajor Funds
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating income (loss)	$ 1,534,434	$ 2,275,479	$ (3,644,567)	$ (119,022)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities				
Depreciation	1,555,888	1,533,169	414,678	76,704
Depreciation charged to sewer utility	-	236,879	-	-
Change in liability (asset) and deferred outflows and inflows of resources				
Change in WRS asset/liability	600,244	166,323	847,333	40,645
Change in WRS deferred outflow	(364,535)	-	(529,128)	(27,464)
Change in WRS deferred inflow	(107,146)	-	(146,223)	(5,109)
Change in OPEB liability	(21,456)	-	(47,561)	(667)
Change in OPEB deferred outflow	(4,288)	-	(17,802)	32
Change in OPEB deferred inflow	14,425	1,384	20,451	1,014
Other	-	-	5,115	-
Change in operating assets and liabilities				
Accounts receivables	311,648	137,158	177,957	15,505
Due from other governments	-	(570)	-	-
Inventories and prepaid items	-	(37,709)	(15,781)	-
Accounts payable	(2,288,821)	473,154	45,726	(2,903)
Accrued and other current liabilities	(11,937)	-	100,895	194
Due to other governments	-	-	-	2,597
Deposits	-	-	4,912	727
Unearned revenue	351	-	392	(1)
Compensated absences	954	(8,510)	-	-
Net cash provided (used) by operating activities	$ 1,219,761	$ 4,776,757	$ (2,783,603)	$ (17,748)
Reconciliation of cash and cash equivalents to the statement of net position				
Cash and cash equivalents in current assets	$ 6,793,000	$ 8,183,173	$ 3,749,111	$ 391,145
Cash and cash equivalents in restricted assets	2,760,552	1,242,762	-	-
Total cash and cash equivalents	$ 9,553,552	$ 9,425,935	$ 3,749,111	$ 391,145
Noncash capital and related financing activities				
Amortization of premium	$ -	$ 32,872	$ -	$ -
Capital contributions	$ -	$ 1,541,118	$ -	$ -
Construction related accounts payable	$ -	$ 205,869	$ -	$ -

The notes to the basic financial statements are an integral part of this statement.

Totals		Governmental Activities - Internal Service Funds	
2019	2018	2019	2018
$ 46,324	$ 668,197	$ (226,988)	$ (1,044,452)
3,580,439	3,428,772	897,271	961,434
236,879	148,564	-	-
1,654,545	150,598	395,015	27,502
(921,127)	-	(240,109)	-
(258,478)	-	(76,293)	-
(69,684)	-	(9,582)	-
(22,058)	-	664	-
37,274	29,394	9,393	4,143
5,115	-	-	-
642,268	(749,265)	101,570	(69,672)
(570)	231,961	-	-
(53,490)	49,914	(3,376)	(1,733)
(1,772,844)	1,720,995	(96,067)	21,919
89,152	87,018	(304,427)	(44,310)
2,597	(352)	-	-
5,639	20,217	-	-
742	427	328	-
(7,556)	(15,202)	-	-
$ 3,195,167	$ 5,771,238	$ 447,399	$ (145,169)
$ 19,116,429	$ 18,322,185	$ 11,995,414	$ 11,136,634
4,003,314	1,675,291	-	-
$ 23,119,743	$ 19,997,476	$ 11,995,414	$ 11,136,634
$ 32,872	$ 29,134	$ -	$ -
$ 1,541,118	$ -	$ -	$ -
$ 205,869	$ 76,391	$ -	$ -

City of Sheboygan, Wisconsin

STATEMENT OF NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2019

ASSETS	
Cash and investments	$ 15,197,896
Receivables	
Taxes	141,523
Special assessments	18,200
Total assets	$ 15,357,619
LIABILITIES	
Accounts payable	$ 90,737
Due to other governments	15,266,882
Total liabilities	$ 15,357,619

The notes to the basic financial statements are an integral part of this statement.

City of Sheboygan, Wisconsin

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019

ADDITIONS	
Taxes, special charges and assessments collected	$ 31,013,990
DEDUCTIONS	
Payments to other taxing districts	31,013,990
Net position - January 1	-
Net position - December 31	$ -

The notes to the basic financial statements are an integral part of this statement.

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The basic financial statements of the City of Sheboygan, Wisconsin (the "City"), have been prepared in conformity with accounting principles generally accepted in the United States of America (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The significant accounting principles and policies utilized by the City are described below:

A. REPORTING ENTITY

The City is a municipal corporation governed by an elected mayor and sixteen member council. In accordance with GAAP, the basic financial statements are required to include the City and any separate component units that have a significant operational or financial relationship with the City. The City has identified the following component unit that is required to be included in the basic financial statements in accordance with standards.

Discretely Presented Component Unit

The component unit columns in the government-wide financial statements represent the financial data of the Housing Authority of the City of Sheboygan (the "Housing Authority"). The component unit is reported in a separate column to emphasize that it is legally separate from the City. The governing body of the organization is appointed by the City's Common Council. Wisconsin Statutes also provide for circumstances where the City can impose its will on the organization and also create a potential burden on the City. The financial information presented is for the Housing Authority is for the fiscal year ended March 31, 2019. Complete financial statements for the Housing Authority can be obtained from their office at 611 North Water Street, P.O. Box 1052, Sheboygan, WI 53081-1052.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the City. For the most part, the effect of interfund activity has been removed from these statements. *Governmental activities*, which are primarily supported by taxes and intergovernmental revenues, are reported separately from *business-type activities*, which rely to a significant extent on fees and charges for services.

The statement of activities demonstrates the degree to which the direct expenses of a given function are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Governmental funds include general, special revenue, debt service, capital projects and permanent funds. Proprietary funds include enterprise and internal service funds. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements.

The City reports the following major governmental funds:

General Fund

This is the City's primary operating fund. It accounts for all financial resources of the general government, except those accounted for in another fund.

Capital Project TIF Districts Fund
This fund accounts for financial resources to be used for the acquisition of equipment or construction of major capital facilities within the City's tax incremental districts.

Capital Projects Bonded Fund
This fund accounts for financial resources to be used for the acquisition of equipment or construction of major capital facilities that are financed with long-term debt.

Capital Projects Tax Levy Fund
This fund is used to account for financial resources to be used for the acquisition of equipment or construction of major capital facilities that are financed with tax levy. The Capital Projects Tax Levy is reported as a nonmajor capital projects fund.

Debt Service General Obligation Debt Fund
This fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of governmental funds, except debt issued to finance project plan expenditures of the City's tax incremental financing districts.

Debt Service TIF Districts Fund
This fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of debt issued to finance project plan expenditures of the City's tax incremental financing districts.

The City reports the following major enterprise funds:

Sewerage System
This fund is used to account for the operations of the City's sanitary sewer system.

Water Utility
This fund is used to account for the operations of the City's water treatment and distribution system.

Transit Commission
This fund is used to account for the operations of the City's transit system.

The City reports the following nonmajor funds:

Special Revenue Funds
Special revenue fund are used to account for the proceeds of specific revenue sources that are legally restricted for specific purposes. Nonmajor special revenue funds consist of the following:

Community Development Block Grant	Police Meg Unit
Revolving Loan Funds	Special Assessment
Lead Based Abatement Program	Redevelopment Authority
Mead Library	Municipal Court
Cable TV	Ambulance
Tourism Promotion	Storm Water
Harbor Center Marina	Park Impact Fees
	Park, Forestry & Open Space

Permanent Funds

Permanent funds are used to report resources that are legally restricted to the extent that only earning, and not principal, may be used for purposes that support the reporting government's programs. The City's cemetery perpetual care and library trust are reported as nonmajor permanent funds.

Enterprise Funds

Enterprise funds are used to report any activity for which a fee is charged to external users for goods and services, and must be used for activities which meet certain debt or cost recovery criteria. Nonmajor enterprise funds consist of the following:

Parking Facility	Boat Facility

Custodial Funds

The City accounts for assets held for individuals by various departments and funds held for other governmental agencies in custodial funds. The Property Tax Collection and Business Improvement District custodial funds account for property taxes, special charges and assessments collected on behalf of others in accordance with GASB Statement No. 84, *Fiduciary Activities*.

Additionally, the City reports the following fund types:

- *Internal service fund* accounts for services provided to other departments or agencies of the City, or to other governments, on a cost reimbursement basis. The City reports the following internal service funds:

Motor Vehicle	Workers Compensation Self Insurance
Data Processing	General Liability Self Insurance
Health Self Insurance	

C. MEASUREMENT FOCUS AND BASIS OF ACCOUNTING

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*, as are the proprietary fund and fiduciary fund financial statements (other than agency funds). Agency funds follow the accrual basis of accounting and do not have a measurement focus. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenues as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments, are recorded only when payment is due.

Revenues susceptible to accrual include intergovernmental grants, intergovernmental charges for services, public charges for services and interest. Other revenues such as licenses and permits, fines and forfeits and miscellaneous revenues are recognized when received in cash or when measurable and available.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes and other charges between the City's water and sewer functions and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, and fees and fines, 2) operating grants and contributions, and 3) capital grants and contributions. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's proprietary funds are charges to customers for services. Operating expenses for proprietary funds include the costs of services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, then unrestricted resources, as they are needed.

D. ASSETS, LIABILITIES, DEFERRED OUTFLOWS/INFLOWS OF RESOURCES, AND NET POSITION OR FUND BALANCE

1. Cash and Investments

   Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value. Fair value is the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. For purposes of the statement of cash flows, all cash deposits and highly liquid investments (including restricted assets) with a maturity of three months or less from date of acquisition are considered to be cash equivalents.

2. Property Taxes and Special Charges/Receivable

   Property taxes and special charges consist of taxes on real estate and personal property and user charges assessed against City properties. They are levied during December of the prior year and become an enforceable lien on property the following January 1. Property taxes are payable in various options depending on the type and amount. Personal property taxes and special charges are payable on or before January 31 in full. Real estate taxes are payable in full by January 31 or in two equal installments on or before January 31 and July 31. Real estate taxes not paid by January 31 are purchased by the County as part of the February tax settlement. Delinquent personal property taxes remain the collection responsibility of the City. Special charges not paid by January 31 are held in trust by the County and remitted to the City, including interest, when collected by the County.

   The City bills and collects its own property taxes and also levies and collects taxes for the Sheboygan Area School District, Kohler School District, Sheboygan County, Lakeshore Technical College and the State of Wisconsin. Collections and remittances of taxes for other entities are accounted for in the property tax agency fund.

3. Accounts Receivable

   Accounts receivable have been shown net of an allowance of $410,023 for uncollectible accounts. Delinquent real estate taxes are assumed by Sheboygan County as of July 31; therefore, no allowance is considered necessary. Delinquent personal property taxes remain the collection responsibility of the City; accordingly, an allowance for uncollectible accounts has been established. The City is able to recover a portion of these delinquent personal property taxes from other taxing jurisdictions.

4. Special Assessments

Assessments against property owners for public improvements are generally not subject to full settlement in the year levied. Special assessments are placed on tax rolls on an installment basis. Revenue from special assessments recorded in governmental funds is recognized as collections are made or as current installments are placed on tax rolls. (Installments placed on the 2019 tax roll are recognized as revenue in 2020.)

5. Loans Receivable

The City has received federal and state grant funds for economic development and housing rehabilitation loan programs and has passed the funds to various businesses and individuals in the form of loans. The City records a loan receivable and expenditure when the loan has been made and the funds disbursed. No allowance for uncollectible accounts has been provided since it is believed that the amount of such allowance would not be material to the basic financial statements. In the governmental funds, the City records a deferred inflow of resources for the net amount of the receivable. As the loans are repaid, revenue is recognized. Any unspent loan proceeds are presented as restricted fund balance in the fund financial statements.

6. Interfund Receivables and Payables

During the course of operations, numerous transactions occur between individual funds for goods provided or services rendered. These receivables and payables are classified as "due from other funds" and "due to other funds" in the fund financial statements. Noncurrent portions of the interfund receivables for the governmental funds are reported as "advances to other funds" and are offset by nonspendable fund balance since they do not constitute expendable available financial resources and therefore are not available for appropriation.

The amount reported on the statement of net position for internal balances represents the residual balance outstanding between the governmental and business-type activities.

7. Inventories

Inventories are recorded at cost, which approximates market, using the first-in, first-out method. Inventories consist of expendable supplies held for consumption. The cost is recorded as an expenditure at the time individual inventory items are consumed rather than when purchased.

Inventories of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

8. Prepaid Items

Payments made to vendors that will benefit periods beyond the end of the current fiscal year are recorded as prepaid items and are accounted for on the consumption method.

Prepaid items of governmental funds in the fund financial statements are offset by nonspendable fund balance to indicate that they do not represent spendable available financial resources.

9. Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets, are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the City as assets with an initial, individual cost of $5,000 or higher and an estimated useful life in excess of a year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend asset lives are not capitalized.

Capital assets of the City are depreciated using the straight-line method over the following estimated useful lives:

Assets	Governmental Activities	Business-type Activities
	Years	
Buildings and improvements	25 - 45	25 - 45
Improvements other than buildings	20 - 40	20 - 40
Machinery and equipment	3 - 25	3 - 25
Infrastructure	20 - 50	20 - 100

10. Compensated Absences

It is the City's policy to permit employees to accumulate earned but unused vacation and sick leave benefits in accordance with employee handbook policies and/or bargaining unit agreements. All vacation and sick leave is accrued when incurred in the government-wide and proprietary fund financial statements. A liability for these amounts is reported in the governmental funds in the fund financial statements only if they have matured, for example, as a result of employee resignations and retirements.

11. Deferred Outflows/Inflows of Resources

Deferred outflows of resources are a consumption of net position by the government that is applicable to a future reporting period. Deferred inflows of resources are an acquisition of net position by the government that is applicable to a future reporting period. The recognition of those outflows and inflows as expenses or expenditures and revenues are deferred until the future periods to which the outflows and inflows are applicable.

Governmental funds may report deferred inflows of resources for unavailable revenues. The City reports unavailable revenues for special assessments, loan receivables and accounts receivable. These inflows are recognized as revenues in the government-wide financial statements.

12. Long-term Obligations

In the government-wide financial statements, and proprietary funds in the fund financial statements, long-term debt and other long-term obligations are reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund statement of net position. Bond premiums and discounts are deferred and amortized over the life of the bonds. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed as incurred.

In the fund financial statements, governmental funds recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

13. Pensions

For purposes of measuring the net pension liability (asset), deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Wisconsin Retirement System (WRS) and additions to/deductions from WRS' fiduciary net position have been determined on the same basis as they are reported by WRS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

14. **Other Postemployment Benefits Other Than Pensions (OPEB)**

Defined Benefit Plan

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's Other Postemployment Benefit Plan (the "Plan") and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the Plan recognizes benefit payments when due and payable in accordance with the benefit terms.

Local Retiree Life Insurance Fund

The fiduciary net position of the Local Retiree Life Insurance Fund (LRLIF) has been determined using the flow of economic resources measurement focus and the accrual basis of accounting. This includes for purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to other postemployment benefits, OPEB expense, and information about the fiduciary net position of the LRLIF and additions to/deductions from LRLIF's fiduciary net position have been determined on the same basis as they are reported by LRLIF. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

15. **Fund Equity**

Governmental Fund Financial Statements

Fund balance of governmental funds is reported in various categories based on the nature of any limitations requiring the use of resources for specific purposes. The following classifications describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- **Nonspendable fund balance.** Amounts that are not in spendable form (such as inventory, prepaid items, or long-term receivables) or are legally or contractually required to remain intact.
- **Restricted fund balance.** Amounts that are constrained for specific purposes by external parties (such as grantor or bondholders), through constitutional provisions, or by enabling legislation.
- **Committed fund balance.** Amounts that are constrained for specific purposes by action of the Common Council through the passage of an ordinance or resolution, as each is equally difficult to remove the constraint. These constraints can only be removed or changed by the Common Council using the same action that was used to create them.
- **Assigned fund balance.** Amounts that are constrained for specific purposes by action of City management. The Common Council has not authorized an employee to assign fund balance. Residual amounts in any governmental fund, other than the General Fund, are also reported as assigned.
- **Unassigned fund balance.** Amounts that are available for any purpose. Positive unassigned amounts are only reported in the General Fund.

The City has not adopted a fund balance spend-down policy regarding the order in which fund balance will be utilized. When a policy does not specify the spend-down policy, GASB Statement No. 54 indicates that restricted funds would be spent first, followed by committed funds, and then assigned funds. Unassigned funds would be spent last.

Government-Wide and Proprietary Fund Statements

Equity is classified as net position and displayed in three components:

- **Net investment in capital assets.** Amount of capital assets, net of accumulated depreciation, and capital related deferred outflows of resources less outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets and any capital related deferred inflows of resources.
- **Restricted net position.** Amount of net position that is subject to restrictions that are imposed by 1) external groups, such as creditors, grantors, contributors or laws or regulations of other governments or 2) law through constitutional provisions or enabling legislation.
- **Unrestricted net position.** Net position that is neither classified as restricted nor as net investment in capital assets.

E. USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results could differ from those estimates.

F. PRIOR YEAR INFORMATION

Comparative amounts for the prior year have been presented in the basic financial statements to provide an understanding of changes in the City's financial position and operations. The comparative amounts may be summarized in total and not at the level of detail required for a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the government's financial statements for the year ended December 31, 2018, from which the summarized information was derived.

G. RECLASSIFICATIONS

Certain amounts in the prior year financial statements have been reclassified to conform with the presentation in the current year financial statements with no change in previously reported net position, changes in net position, fund balance or changes in fund balance.

NOTE 2: STEWARDSHIP AND COMPLIANCE

A. BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the basic financial statements:

1. During October, City management submits to the Common Council a proposed operating budget for the calendar year commencing the following January 1. The operating budget includes proposed expenditures and the means of financing them. After submission to the governing body, public hearings are held to obtain taxpayer comments. Following the public hearings, the proposed budget, including authorized additions and deletions, is legally enacted by Common Council action.
2. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America for all general, certain special revenue and debt service funds. Budget is defined as the originally approved budget plus or minus approved amendments. Individual amendments throughout the year were not material in relation to the original budget. Budget appropriations not expended during the year are closed to fund balance unless authorized by the governing body to be forwarded into the succeeding year's budget.

3. During the year, formal budgetary integration is employed as a management control device for the general fund, special revenue funds and debt service funds except for the Community Development Block Grant, Revolving Loan Funds, Lead Based Abatement Program, and Park Impact Fee Funds. Management control for the capital projects funds is achieved through project authorizations included in debt issue resolutions.
4. Expenditures may not exceed appropriations provided at the department level of the City. Amendments to the budget during the year require initial approval by management and are subsequently authorized by the Common Council. The City's finance committee or the City's Finance Director can approve transfers within departments while transfers between departments and changes in the overall budget require approval by two-thirds of the Common Council.
5. Encumbrance accounting is not used by the City to record commitments related to unperformed contracts for goods or services.

The City did not have any material violation of legal or contractual provisions for the fiscal year ended December 31, 2019.

B. EXCESS OF EXPENDITURES OVER BUDGET APPROPRIATIONS

The following expenditure accounts of the governmental funds had actual expenditures in excess of budget appropriations for the year ended December 31, 2019 as follows:

Funds	Excess Expenditures
General Fund	
Culture and recreation	
Park department	$ 24,412
Conservation and development	
City development	13,240
Special Revenue Funds	
Mead Library	
Culture and recreation	205,419
Capital outlay	84,758
Tourism Promotion	
Conservation and development	662,356
Harbor Center Marina	
Public works	207,408
Police MEG unit	
Public safety	366
Redevelopment Authority	
Capital outlay	117,905
Municipal Court	
General government	16,760
Ambulance	
Debt service	
Principal	94,695
Interest and fiscal charges	11,761
Park Forestry & Open Space	
Culture and recreation	1,731

Funds	Excess Expenditures
Debt Service Funds	
Debt Service GO Debt	
General government	$ 5,100
Debt service	
Principal	4,548,861
Interest and fiscal charges	76,296
Debt Service TIF Districts	
Debt service	
Interest and fiscal charges	425,767
Capital Projects Funds	
Capital Projects TIF Districts	
Conservation and development	2,580
Debt service	
Interest and fiscal charges	14,176
Capital Projects Bonded	
Debt service	
Interest and fiscal charges	50,628

C. DEFICIT FUND EQUITY

The following funds had deficit fund balance as of December 31, 2019:

Funds	Deficit Fund Balance
Harbor Center Marina	$ 2,485,325
Redevelopment Authority	589,289

The City anticipates funding the above deficits from future revenues of the funds or from resources available in the general fund.

D. PROPERTY TAX LEVY LIMIT

Wisconsin state statutes provide for a limit on the property tax levies for all Wisconsin cities, village's, towns and counties. For the 2019 and 2020 budget years, Wisconsin Statutes limit the increase in the maximum allowable tax levy to the change in the City's January 1 equalized value as a result of net new construction. The actual limit for the City for the 2019 budget was 1.57%. The actual limit for the City for the 2020 budget was 0.335%. Debt service for debt authorized after July 1, 2005 is exempt from the levy limit. In addition, Wisconsin statutes allow the limit to be adjusted for the increase in debt service authorized prior to July 1, 2005 and in certain other situations.

NOTE 3: DETAILED NOTES ON ALL FUNDS

A. CASH AND INVESTMENTS

The City maintains various cash and investment accounts, including pooled funds that are available for use by all funds. Each fund's portion of these accounts is displayed on the financial statements as "Cash and investments".

Invested cash consists of deposits and investments that are restricted by Wisconsin Statutes to the following:

> Time deposits; repurchase agreements; securities issued by federal, state and local governmental entities; statutorily authorized commercial paper and corporate securities; and the Wisconsin local government investment pool. In addition, investment of most trust funds including cemetery perpetual care funds is regulated by Chapter 881 of the Wisconsin Statutes. Investment of library trust funds is regulated by Chapter 112. These sections give broad authority to use such funds to acquire various kinds of investments, including common stock.

The carrying amount of the City's cash and investments totaled $108,395,503 on December 31, 2019 as summarized below:

Petty cash and cash on hand	$ 7,475
Deposits with financial institutions	37,073,186
Investments	
Negotiable certificates of deposit	4,189,718
Wisconsin local government investment pool	17,395,890
Federal Home Loan Bank	4,006,522
Federal National Mortgage Association	4,330,909
Federal Home Loan Mortgage Corporation	9,244,787
Federal Farm Credit Bank	4,294,081
Municipal bonds	1,591,919
Money market mutual funds	10,346,150
U.S. Treasury notes	15,914,866
	$ 108,395,503
Reconciliation to the basic financial statements:	
Government-wide statement of net position	
Cash and investments	$ 89,194,293
Restricted cash and investments	4,003,314
Fiduciary fund statement of net position	
Agency funds	15,197,896
	$ 108,395,503

Fair Value Measurements

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs. The City has the following fair value measurements as of December 31, 2019:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Investments			
Negotiable certificates of deposit	$ -	$ 4,189,718	$ -
Federal Home Loan Bank	-	4,006,522	-
Federal National Mortgage Association	-	4,330,909	-
Federal Home Loan Mortgage Corporation	-	9,244,787	-
Federal Farm Credit Bank	-	4,294,081	-
Municipal bonds	-	1,591,919	-
Money market mutual funds	-	10,346,150	-
U.S. Treasury notes	-	15,914,866	-
	$ -	$ 53,918,952	$ -

The valuation methods for recurring fair value measurements are as follows:

Investment Type	Valuation Method
U.S. Treasury Notes	Institutional bond quotes - evaluations based on various market and industry inputs
Federal Farm Credit Bank	Institutional bond quotes - evaluations based on various market and industry inputs
Mutual funds, negotiable certificates of deposit, and municipal bonds	Institutional quotes - evaluations based on various market and industry inputs
Federal Home Loan Bank	Mortgage backed securities pricing - evaluations based on various market and industry inputs
Federal National Mortgage Association	Mortgage backed securities pricing - evaluations based on various market and industry inputs
Federal Home Loan Mortgage Corporation	Mortgage backed securities pricing - evaluations based on various market and industry inputs

Deposits and investments of the City are subject to various risks. Presented below is a discussion of the City's deposits and investments and the related risks.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The City does not have an additional custodial credit policy.

Deposits with financial institutions within the State of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of $250,000 for the combined amount of all time and savings deposits and $250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the State of Wisconsin are insured by the FDIC in the amount of $250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Deposits with credit unions are insured by the National Credit Union Share Insurance Fund (NCUSIF) in the amount of $250,000 per credit union member. Also, the State of Wisconsin has a State Guarantee Fund which provides a maximum of $400,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of December 31, 2019, $28,939,015 of the City's deposits with financial institutions were in excess of federal and state depository insurance limits. No amounts were collateralized.

Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investment in securities to the top two ratings assigned by nationally recognized statistical rating organizations. Presented below is the actual rating as of the year-end for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	Aa	Not Rated
Negotiable certificates of deposit	$ 4,189,718	$ -	$ 2,405,129	$ -	$ 1,784,589
Wisconsin local government investment pool	17,395,890	-	-	-	17,395,890
Federal Home Loan Bank	4,006,522	-	3,506,522	-	500,000
Federal National Mortgage Association	4,330,909	-	4,074,925	-	255,984
Federal Home Loan Mortgage Corporation	9,244,787	-	9,244,787	-	-
Federal Farm Credit Bank	4,294,081	-	4,044,074	-	250,007
Municipal bonds	1,591,919	-	177,799	872,483	541,637
Money market mutual funds	10,346,150	-	-	-	10,346,150
U.S. Treasury notes	15,914,866	15,914,866	-	-	-
Totals	$71,314,842	$ 15,914,866	$23,453,236	$ 872,483	$31,074,257

Concentration of Credit Risk

The investment policy of the City states that the funds of the City will be invested in accordance with Wisconsin State Statutes. The City's investment policy shall limit the investments to the following investment instruments and shall diversify the portfolio by instruments, financial institutions and maturities:

Instruments	Maximum % of Portfolio
U.S. Treasury obligations (bills, notes and bonds)	100%
U.S. Government agency securities and Instruments of government sponsored operations	75%
Certificates of deposit in commerical banks	50%
State investment pool	100%

Investments in any one issuer (other than U.S. Treasury securities, mutual funds, and external investment pools) that represent 5% or more of total City investments are as follows:

Issuer	Investment Type	Reported Amount	Percent of Total Investments
Federal Farm Credit Bank	Federal agency securities	$ 4,294,081	6%
Federal National Mortgage Association	Federal agency securities	4,330,909	6%
Federal Home Loan Bank	Federal agency securities	4,006,522	6%
Federal Home Loan Mortgage Corporation	Federal agency securities	9,244,787	13%

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the City manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the City's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Amount	12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
Negotiable certificates of deposit	$ 4,189,718	$ 4,189,718	$ -	$ -	$ -
Wisconsin local government investment pool	17,395,890	17,395,890	-	-	-
Federal Home Loan Bank	4,006,522	549,806	962,370	1,994,346	500,000
Federal National Mortgage Association	4,330,909	255,984	4,074,925	-	-
Federal Home Loan Mortgage Corporation	9,244,787	-	8,520,965	723,822	-
Federal Farm Credit Bank	4,294,081	694,436	3,599,645	-	-
Municipal bonds	1,591,919	281,122	587,200	237,960	485,637
Money market mutual funds	10,346,150	10,346,150	-	-	-
U.S. Treasury notes	15,914,866	9,738,559	6,176,307	-	-
Totals	$71,314,842	$43,451,665	$23,921,412	$ 2,956,128	$ 985,637

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The City's investments include the following investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above):

Highly Sensitive Investments	Fair Value at Year End
Mortgage backed securities. These securities are subject to early payment in a period of declining interest rates. The resultant reduction in expected total cash flows affects the fair value of these securities and makes the fair values of these securities highly sensitive to changes in interest rates.	$ 21,876,299

Wisconsin Local Government Investment Pool

The City has investments in the Wisconsin Local Government Investment Pool (LGIP) of $17,395,890 at year-end. The LGIP is part of the State Investment Fund (SIF), and is managed by the State of Wisconsin Investment Board. The SIF is not registered with the Securities and Exchange Commission, but operates under the statutory authority of Wisconsin Chapter 25. The SIF reports the fair value of its underlying assets annually. Participants in the LGIP have the right to withdraw their funds in total on one day's notice. At December 31, 2019, the fair value of the City's share of the LGIP's assets was substantially equal to the carrying value.

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investments in securities to the top two ratings assigned by nationally recognized statistical rating organizations. The City does not have an additional credit risk policy. The City's investment in the Wisconsin Local Government Investment Pool is not rated.

Interest rate is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater then sensitivity of its fair value to change in market interest rate. The City does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates. The investments held by the Wisconsin Local Government Investment Pool mature in 12 months or less.

B. RESTRICTED ASSETS

Restricted assets on December 31, 2019 consisted of cash and investments held for the following purposes:

Funds	Amount	Purpose
Enterprise Fund		
Water Utility		
Redemption account	$ 536,135	To segregate resources accumulated for debt service payments over the next twelve months.
Reserve account	706,627	To report resources set aside to make up potential future deficiencies in the redemption account.
Subtotal - Water utility	1,242,762	
Sewer Utility		
Redemption account	1,014,827	To segregate resources accumulated for debt service payments over the next twelve months.
Equipment replacement	1,745,725	To segregate resources accumulated for future equipment replacement
Subtotal - Water utility	2,760,552	
Total	$ 4,003,314	

C. CAPITAL ASSETS

Capital asset activity for the year ended December 31, 2019 was as follows:

	Beginning Balance	Increases	Decreases	Ending Balance
Governmental activities:				
Capital assets, nondepreciable:				
Land	$ 18,959,336	$ 258,866	$ -	$ 19,218,202
Construction in progress	17,678,534	-	17,678,534	-
Total capital assets, nondepreciable	36,637,870	258,866	17,678,534	19,218,202
Capital assets, depreciable:				
Buildings and improvements	34,259,371	10,616,024	-	44,875,395
Improvements other than buildings	20,221,503	13,679,073	-	33,900,576
Machinery and equipment	24,494,423	2,038,621	841,240	25,691,804
Infrastructure	130,015,702	5,111,676	132,991	134,994,387
Subtotals	208,990,999	31,445,394	974,231	239,462,162
Less accumulated depreciation for:				
Land improvements	17,830,684	915,152	-	18,745,836
Buildings and improvements	12,351,732	773,732	-	13,125,464
Machinery and equipment	16,389,977	1,561,568	828,040	17,123,505
Infrastructure	67,210,354	2,218,203	132,991	69,295,566
Subtotals	113,782,747	5,468,655	961,031	118,290,371
Total capital assets, depreciable, net	95,208,252	25,976,739	13,200	121,171,791
Governmental activities capital assets, net	$ 131,846,122	$ 26,235,605	$ 17,691,734	140,389,993
Less: Capital related debt				58,081,602
Net investment in capital assets				$ 82,308,391

	Beginning Balance	Increases	Decreases	Ending Balance
Business-type activities:				
Capital assets, nondepreciable:				
Land	$ 1,128,700	$ 550	$ -	$ 1,129,250
Construction in progress	4,547,356	2,372,713	6,611,064	309,005
Total capital assets, nondepreciable	5,676,056	2,373,263	6,611,064	1,438,255
Capital assets, depreciable:				
Buildings and improvements	22,313,052	132,114	47,435	22,397,731
Improvements other than buildings	27,748,459	491,782	100,077	28,140,164
Machinery and equipment	34,183,898	3,153,857	507,778	36,829,977
Infrastructure	76,818,064	7,762,237	54,076	84,526,225
Subtotals	161,063,473	11,539,990	709,366	171,894,097
Less accumulated depreciation for:				
Buildings and improvements	15,708,219	584,986	47,436	16,245,769
Improvements other than buildings	21,437,963	392,663	100,077	21,730,549
Machinery and equipment	26,544,359	1,096,529	503,323	27,137,565
Infrastructure	28,903,317	1,743,140	54,076	30,592,381
Subtotals	92,593,858	3,817,318	704,912	95,706,264
Total capital assets, depreciable, net	68,469,615	7,722,672	4,454	76,187,833
Business-type activities capital assets, net	$ 74,145,671	$ 10,095,935	$ 6,615,518	77,626,088
Less: Capital related debt				20,841,997
Net investment in capital assets				$ 56,784,091

Depreciation expense was charged to functions of the City as follows:

Governmental activities	
General government	$ 673,069
Public safety	711,008
Public works	2,405,346
Culture and recreation	586,541
Conservation and development	195,420
Subtotal	4,571,384
Capital assets held by City's internal service fund are charged to various functions based on their usage of the assets	897,271
Total depreciation expense - governmental activities	$ 5,468,655
Business-type activities	
Sewerage system	$ 1,555,888
Water utility	
Depreciation expense	1,533,169
Depreciation expense allocated to clearing accounts	236,879
Transit commission	414,678
Parking facility	12,234
Boat facility	64,470
Total depreciation expense - business-type activities	$ 3,817,318

D. INTERFUND RECEIVABLE, PAYABLES, AND TRANSFERS

Interfund receivables and payables between individual funds of the City, as reported in the fund financial statements, as of December 31, 2019 are detailed below:

	Interfund Receivables	Interfund Payables
Governmental funds		
General	$ 1,272,562	$ -
Special revenue funds		
Harbor center marina	-	2,811,581
Debt service funds		
GO Debt	2,811,581	-
Enterprise fund		
Water utility	-	1,160,483
Boat facility	-	112,079
Totals	$ 4,084,143	$ 4,084,143

The principal purpose of these interfunds is to account for the lag between the dates that 1) interfund goods and services are provided or reimbursable expenditures occur, 2) transactions are recorded in the accounting system, and 3) payments between funds are made.

Interfund advances between funds as of December 31, 2019 are detailed below:

	Interfund Receivables	Interfund Payables
Governmental funds		
General	$ 2,393,871	$ -
Special revenue fund		
Redevelopment authority	-	588,651
Debt service fund		
GO Debt	382,379	-
TIF districts	-	1,110,043
Capital projects funds		
Tax levy	456,761	-
TIF districts	-	1,534,317
Totals	$ 3,233,011	$ 3,233,011

The principal purpose of these interfund advances was financing debt service maturities of the City's tax incremental financing districts and capital acquisitions.

For the statement of net position, interfund balances which are owed within the governmental activities or business-type activities are netted and eliminated. A reconciliation to the statement of net position follows:

Due from other funds	$ 1,272,562
Internal service fund allocation to business-type activities	(51,224)
Total internal balances - government wide Statement of Net Position	$ 1,221,338

Interfund transfers for the year ended December 31, 2019 were as follows:

Fund	Transfer In	Transfer Out
General	$ 3,311,297	$ 6,482
Special revenue		
Community Development Block Grant	-	247,311
Mead Library	294,065	-
Cable TV	-	425,000
Tourism Promotion	-	453,172
Harbor Center Marina	225,000	-
Police Meg Unit	5,000	-
Special Assessment	-	125,000
Municipal Court	-	296,077
Ambulance	-	919,670
Capital projects		
Tax Levy	125,000	6,000
TIF Districts	1,542,311	-
Bonded	-	1,097,000
Debt service		
GO Debt	308,105	499,486
TIF Districts	1,084,486	2,105,000
Permanent		
Cemetery Perpetual Care	-	15,000
Library Trust	-	294,065
Enterprise		
Sewerage System	-	261,320
Water Utility	-	1,124,163
Parking Facility	7,482	-
Internal service		
Motor Vehicle	1,097,000	125,000
	$ 7,999,746	$ 7,999,746

Interfund transfers were made for the following purposes:

Tax equivalent payment made by water utility to general fund	$ 1,124,163
Tax equivalent payment made by sewer utility to general fund	261,320
Transfer from cemetery fund to reimburse general fund for operating costs	15,000
Transfer from cable TV to general fund for operating costs	425,000
Transfer from tourism promotion to reimburse the general fund for operating costs	145,067
Transfer from municipal court to general fund for operating costs	296,077
Transfer from ambulance fund to general fund for operating costs	919,670
Transfer from motor vehicle to general fund for operating costs	125,000
Transfer from general fund to reimburse MEG unt fund for operating costs	5,000
Transfer to debt service fund from tourism promotion	308,105
Transfer from general fund to reimburse parking facility for operating costs	1,482
Transfer to reimburse parking facility for operating costs	294,065
Transfer from Industrial Park fund to Parking Utility fund for reimburse operating costs	6,000
Transfer from CDBG 2019 fund to TID 16 debt service fund	247,311

Transfer from TID 16 debt service fund to TID 16 capital fund for projects	247,311
Transfer from TID 14 debt service fund to TID 14 capital fund for projects	735,000
Transfer from TID 17 debt service fund to TID 17 capital fund for projects	110,000
Transfer from TID 19 debt service fund to TID 19 capital fund for projects	450,000
Transfer from TID 12 debt service fund to TID 17 debt service fund per TID sharing agreement	174,704
Transfer from TID 13 debt service fund to TID 17 debt service fund per TID sharing agreement	387,985
Transfer from Convention Center debt service fund to TID 17 debt service fund per budget	274,486
Transfer to capital project fund from assessments	125,000
Transfer to motor vehicle for equipment bonded in capital projects	1,097,000
Transfer to Harbor Center Marina from debt service	225,000
	$ 7,999,746

E. LONG-TERM OBLIGATIONS

The following is a summary of changes in long-term obligations of the City for the year ended December 31, 2019:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
Governmental activities:					
General obligation debt-bonded					
Bonds	$20,143,750	$ 13,815,000	$ 4,988,861	$28,969,889	$ 2,192,921
Notes	23,605,860	-	4,440,001	19,165,859	2,465,000
Direct borrowings					
Recycling loans	519,628	-	119,950	399,678	119,952
State trust fund loans	400,000	-	-	400,000	-
Total general obligation debt	44,669,238	13,815,000	9,548,812	48,935,426	4,777,873
Note anticipation notes	18,905,000	-	8,415,000	10,490,000	-
Debt premium	942,270	935,538	211,206	1,666,602	227,231
Debt discount	(46,053)	-	(45,681)	(372)	372
Mortgage notes	225,000	-	-	225,000	-
Capital leases	718,978	-	217,197	501,781	522,702
Sheboygan County	1,000,000	-	-	1,000,000	-
Compensated absences	3,954,179	3,104,918	3,954,179	3,104,918	372,590
Governmental activities					
Long-term obligations	$70,368,612	$ 17,855,456	$22,300,713	$65,923,355	$ 5,900,768
Business-type activities:					
General obligation debt - bonded					
Bonds	$ 185,391	$ -	$ 16,139	$ 169,252	$ 17,079
Revenue bonds	8,760,000	-	650,000	8,110,000	680,000
Direct Borrowings					
Revenue bonds	13,030,435	2,034,614	876,172	14,188,877	984,461
Debt premium	297,445	-	32,872	264,573	-
Compensated absences	472,610	65,201	22,073	515,738	22,073
Business-type activities					
Long-term obligations	$22,745,881	$ 2,099,815	$ 1,597,256	$23,248,440	$ 1,703,613

Total interest paid during the year on long-term debt totaled $2,740,232.

State Trust Fund Loan and Land Recycling Loans

The City's outstanding notes from direct borrowings related to the governmental activities of $799,678 are subject to a statutory provision that in an event of late or non-payment, a one percent per month penalty will be charged and the payment will be collected through a reduction in payments from the State of Wisconsin.

Clean Water Fund Loan Program

The City's outstanding notes from direct borrowings related to business type activities of $14,188,877 contain the following provisions in the event of a default: 1) Wisconsin Department of Administration can deduct amounts due from any state payments due to the City or add the amounts due as a special charge to the property taxes apportioned; 2) may appoint a receiver for the Program's benefit; 3) may declare the principal amount immediately due and payable; 4) may enforce any right or obligation under the financing agreement including the right to seek specific performance or mandamus; and 5) may increase the interest rate set forth in the financing agreement to the market interest rate.

Note Anticipation Notes

Note anticipation notes outstanding on December 31, 2019 was comprised of the following issues:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/19
Note anticipation note	7/2/18	6/6/21	3.63%	$ 10,490,000	$ 10,490,000

Annual principal and interest maturities of the outstanding anticipation note debt of $10,490,000 on December 31, 2019 are detailed below:

Year Ended December 31,	Governmental Activities		
	Principal	Interest	Total
2020	$ -	$ 380,262	$ 380,262
2021	10,490,000	190,131	10,680,131
	$ 10,490,000	$ 570,393	$ 11,060,393

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/19
General obligation debt					
General obligation bonds					
General obligation bonds	9/1/07	10/01/26	4.50-5.00%	$ 8,000,000	$ 5,550,000
Taxable refunding bonds	6/23/10	04/01/27	3.50-5.25%	8,325,000	20,000
Refunding bonds	8/25/16	10/01/22	1.00-2.00%	2,720,000	1,140,000
Refunding bonds	11/5/18	12/01/38	3.00-4.00%	5,015,000	4,815,000
Taxable refunding bonds	11/5/18	12/01/38	3.15-4.45%	3,800,000	3,800,000
General Obligation Bonds	7/29/19	12/01/38	3.00%	4,225,000	4,225,000
General Obligation Bonds	7/29/19	12/01/34	3.00%	6,630,000	6,630,000
Taxable Refunding Bonds	7/29/19	04/01/27	5.00%	2,960,000	2,960,000
General obligation notes					
Land recycling loan (direct borrowing)	12/23/02	5/1/22	0%	2,700,000	240,388
Land recycling loan (direct borrowing)	4/14/04	5/1/23	0%	756,625	159,290
Promissory notes (Build America Bonds)	6/23/10	4/1/20	3.50-4.20%	2,045,000	230,000
Promissory notes	8/4/15	10/1/24	2.00-2.125%	4,310,000	1,740,000
Promissory notes	4/12/16	10/1/25	1.00-2.00%	3,400,000	2,280,000
Promissory notes	4/20/16	10/1/25	1.00-2.30%	7,525,000	4,495,000
Promissory notes	5/15/17	4/1/27	1.50-2.50%	5,000,000	4,475,000
State trust fund loan (direct borrowing)	9/12/17	3/15/22	3.50%	400,000	400,000
Promissory notes	7/2/18	12/1/27	3.00%	6,335,000	5,945,000
Total outstanding general obligation debt					$49,104,678

Annual principal and interest maturities of the outstanding general obligation debt of $49,104,678 on December 31, 2019 are detailed below:

	Governmental Activities				Business-type Activities		Totals	
	Bonded		Direct Borrowing		Bonded			
Year Ended December 31,	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2020	$ 4,657,921	$ 1,618,047	$ 119,952	$ 14,038	$ 17,079	$ 7,193	$ 4,794,952	$ 1,639,278
2021	4,851,869	1,360,503	319,951	14,000	18,131	6,696	5,189,951	1,381,199
2022	4,990,781	1,231,270	319,952	7,000	19,219	7,046	5,329,952	1,245,316
2023	4,429,628	1,087,421	39,823	-	20,372	7,152	4,489,823	1,094,573
2024	4,678,421	954,812	-	-	21,579	4,534	4,700,000	959,346
2025-2029	15,022,128	2,770,063	-	-	72,872	7,558	15,095,000	2,777,621
2030-2034	6,185,000	1,287,810	-	-	-	-	6,185,000	1,287,810
2035-2038	3,320,000	312,965	-	-	-	-	3,320,000	312,965
	$ 48,135,748	$ 10,622,891	$ 799,678	$ 35,038	$ 169,252	$ 40,179	$ 49,104,678	$ 10,698,108

For governmental activities, the other long-term liabilities are generally funded by the general fund.

Build America Bond

The general obligation debt issued on June 23, 2010 qualifies as Build America Bonds, as described in Section 54AA of the Internal Revenue Code. The interest on the debt is taxable as set forth in the regulations. The City is eligible to receive a 35% subsidy of the annual interest payment from the Federal government. In order to receive this subsidy it is necessary for the City to file a claim form annually.

Legal Margin for New Debt

The City's legal margin for creation of additional general obligation debt on December 31, 2019 was $108,316,011 as follows:

Equalized valuation of the City		$2,919,239,300
Statutory limitation percentage		(x) 5%
General obligation debt limitation, per Section 67.03 of the Wisconsin Statutes		145,961,965
Total outstanding general obligation debt applicable to debt limitation	$ 49,104,678	
Less: Amounts available for financing general obligation debt		
Debt service funds	11,458,724	
Net outstanding general obligation debt applicable to debt limitation		37,645,954
Legal margin for new debt		$ 108,316,011

Mortgage Notes

Mortgage notes currently outstanding consist of a note with the Sheboygan Development Corporation. A repayment schedule does not exist as of December 31, 2019.

Amount due to Sheboygan County, Wisconsin

Sheboygan County, Wisconsin, provided funding to assist in the development and construction of the infrastructure of the Marina Boatworks facility. To the extent the City does not recover its initial taxpayer funding contribution through tax incremental revenues, the City will share any surplus cash with Sheboygan County in proportion to the initial taxpayer funding contributions excluding tax incremental revenue effects until the $1,000,000 has been returned.

Revenue Bonds

Revenue bonds outstanding were issued to finance the acquisition or construction of capital assets and were comprised of the following issues:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/19
Sewerage system					
Clean Water Fund Loan (direct borrowing)	5/26/10	5/1/30	2.40%	$ 2,747,622	$ 1,739,236
Clean Water Fund Loan (direct borrowing)	10/23/13	5/1/33	2.63%	8,901,537	7,087,775
Clean Water Fund Loan (direct borrowing)	10/23/19	5/1/39	1.65%	2,034,614	2,034,614
Water utility					
Revenue bonds (direct borrowing)	3/10/04	5/15/23	2.75%	3,152,000	805,456
Revenue bonds	4/3/13	5/1/33	2.00-3.50%	3,000,000	2,290,000
Revenue bonds (direct borrowing)	5/13/15	5/1/35	1.65%	2,990,520	2,521,796
Revenue bonds	4/20/16	4/20/25	1.00-2.00%	2,115,000	1,400,000
Revenue bonds	5/1/18	5/1/33	3.00-4.00%	4,705,000	4,420,000
Total outstanding revenue bonds					$ 22,298,877

Annual principal and interest maturities of the outstanding revenue bonds of $22,298,877 on December 31, 2019 are detailed below:

Year Ended December 31,	Business-type Activities					
	Bonded		Direct Borrowing		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest
2020	$ 680,000	$ 248,406	$ 984,461	$ 309,613	$ 1,664,461	$ 558,019
2021	695,000	228,594	1,008,029	289,484	1,703,029	518,078
2022	715,000	207,994	1,032,178	265,037	1,747,178	473,031
2023	735,000	185,969	1,056,924	239,985	1,791,924	425,954
2024	735,000	163,234	866,885	217,277	1,601,885	380,511
2025-2029	2,715,000	499,456	4,645,090	772,007	7,360,090	1,271,463
2030-2034	1,835,000	120,088	3,844,940	243,812	5,679,940	363,900
2035-2039	-	-	750,370	25,398	750,370	25,398
	$8,110,000	$1,653,741	$14,188,877	$2,362,613	$22,298,877	$4,016,354

Utility Revenues Pledged

The City has pledged future water and sewer customer revenues, net of specified operating expenses, to repay the water and sewerage system revenue bonds. Proceeds from the bonds provided financing for the construction or acquisition of capital assets used with the systems. The bonds are payable solely from water and sewer customer net revenues and are payable through 2034. The total principal and interest remaining to be paid on the bonds is $26,315,231. Principal and interest paid for the current year and total customer net revenues for the water utility were $1,309,281 and $3,808,648, respectively. Principal and interest paid for the current year and total customer net revenues for the sewerage system were $760,574 and $3,073,246, respectively.

Other Debt Information

There are a number of limitations and restrictions contained in the various bond and note obligations. The City believes it is substantially in compliance with all material limitations and restrictions.

Current Refunding

During 2019, the City currently refunded general obligation debt issues from 2010 and 2012. The City issued general obligation refunding bonds of $2,960,000 and $1,430,000 to call the refunded debt. These current refundings were undertaken to refinance and to reduce the principal and interest payments. Total debt service payments over the next 8 years were reduced by $438,276 and the economic gain (difference between the present value of the debt service payments of the refunded and refunding debt) is $348,621.

Capital Lease

The City is obligated under various leases accounted for as capital leases that were used to finance the acquisition of capital assets. The cost of the capital assets under the capital leases are $3,591,488 and the related accumulated depreciation is $1,061,378 as of December 31, 2019.

The following is a schedule of the minimum lease payments under the lease agreements and the present values of the minimum lease payments at December 31, 2019:

Year Ending	Governmental Activities
2020	$ 240,715
2021	181,953
2022	106,456
Subtotal	529,124
Less: Amount representing interest	27,343
Present value of future minimum lease payments	$ 501,781

F. CONDUIT DEBT OBLIGATIONS

From time to time, the City has issued Industrial Revenue Bonds to provide financial assistance to private sector entities for the acquisition and construction of industrial and commercial facilities deemed to be in the public interest. The bonds are secured by the property financed and are payable solely from payments received on the underlying mortgage loans. Upon repayment of the bonds, ownership of the acquired facilities transfers to the private-sector entity served by the bond issuance. Neither the City, the State, nor any political subdivision thereof is obligated in any manner for repayment of the bonds. Accordingly, the bonds are not reported as liabilities in the accompanying financial statements.

As of December 31, 2019, there were 5 series of Industrial Revenue Bonds outstanding, with an aggregate principal amount payable of $9,962,467.

G. PENSION PLAN

1. Plan Description

The WRS is a cost-sharing, multiple-employer, defined benefit pension plan. WRS benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. Benefit terms may only be modified by the legislature. The retirement system is administered by the Wisconsin Department of Employee Trust Funds (ETF). The system provides coverage to all eligible State of Wisconsin, local government and other public employees. All employees, initially employed by a participating WRS employer on or after July 1, 2011, and expected to work at least 1200 hours a year (880 hours for teachers and school district educational support employees) and expected to be employed for at least one year from employee's date of hire are eligible to participate in the WRS.

ETF issues a standalone Comprehensive Annual Financial Report (CAFR), which can be found at http://etf.wi.gov/publications/cafr.htm.

For employees beginning participation on or after January 1, 1990, and no longer actively employed on or after April 24, 1998, creditable service in each of five years is required for eligibility for a retirement annuity. Participants employed prior to 1990 and on or after April 24, 1998, and prior to July 1, 2011, are immediately vested. Participants who initially became WRS eligible on or after July 1, 2011, must have five years of creditable service to be vested.

Employees who retire at or after age 65 (54 for protective occupation employees, 62 for elected officials and executive service retirement plan participants, if hired on or before December 31, 2016) are entitled to a retirement benefit based on a formula factor, their final average earnings, and creditable service.

Final average earnings is the average of the participant's three highest earnings periods. Creditable service includes current service and prior service for which a participant received earnings and made contributions as required. Creditable service also includes creditable military service. The retirement benefit will be calculated as a money purchase benefit based on the employee's contributions plus matching employer's contributions, with interest, if that benefit is higher than the formula benefit.

Vested participants may retire at or after age 55 (50 for protective occupations) and receive an actuarially-reduced benefit. Participants terminating covered employment prior to eligibility for an annuity may either receive employee-required contributions plus interest as a separation benefit or leave contributions on deposit and defer application until eligible to receive a retirement benefit.

The WRS also provides death and disability benefits for employees.

2. Post-Retirement Adjustments

The Employee Trust Funds Board may periodically adjust annuity payments from the retirement system based on annual investment performance in accordance with s. 40.27, Wis. Stat. An increase (or decrease) in annuity payments may result when investment gains (losses), together with other actuarial experience factors, create a surplus (shortfall) in the reserves, as determined by the system's consulting actuary. Annuity increases are not based on cost of living or other similar factors. For Core annuities, decreases may be applied only to previously granted increases. By law, Core annuities cannot be reduced to an amount below the original, guaranteed amount (the "floor") set at retirement. The Core and Variable annuity adjustments granted during recent years are as follows:

Year	Core Fund Adjustment	Variable Fund Adjustment
2008	0.1	0
2009	(2.1)	(42)
2010	(1.3)	22
2011	(1.2)	11
2012	(7.0)	(7)
2013	(9.6)	9
2014	4.7	25
2015	2.9	2
2016	0.5	(5)
2017	2	4
2018	2.4	17

3. Contributions

Required contributions are determined by an annual actuarial valuation in accordance with Chapter 40 of the Wisconsin Statutes. The employee required contribution is one-half of the actuarially determined contribution rate for general category employees, including teachers, and Executives and Elected Officials. Starting on January 1, 2016, the Executives and Elected Officials category was merged into the General Employee Category. Required contributions for protective employees are the same rate as general employees. Employers are required to contribute the remainder of the actuarially determined contribution rate. The employer may not pay the employee required contribution unless provided for by an existing collective bargaining agreement.

During the year ending December 31, 2019, the WRS recognized $2,595,581 in contributions from the City.

Contribution rates for the reporting period are:

Employee Category	Employee	Employer
General (including teachers)	6.7%	6.7%
Protective with Social Security	6.7%	10.7%
Protective without Social Security	6.7%	14.9%

4. Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31, 2019, the City reported a liability of $8,648,973 for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2018, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2017 rolled forward to December 31, 2018. No material changes in assumptions or benefit terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net pension liability was based on the City's share of contributions to the pension plan relative to the contributions of all participating employers. At December 31, 2018, the City's proportion was 0.24310668%, which was an increase of 0.00068228% from its proportion measured as of December 31, 2017.

For the year ended December 31, 2019, the City recognized pension expense of $5,868,789.

At December 31, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ 6,736,239	$ 11,907,251
Net differences between projected and actual earnings on pension plan investments	12,631,233	-
Changes in assumptions	1,457,900	-
Changes in proportion and differences between employer contributions and proportionate share of contributions	51,634	13,145
Employer contributions subsequent to the measurement date	2,595,581	-
Total	$ 23,472,587	$ 11,920,396

$2,595,581 reported as deferred outflows related to pension resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended December 31, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pension will be recognized in pension expense as follows:

Year Ended December 31,	Expense
2020	$ 3,236,857
2021	822,158
2022	1,426,861
2023	3,470,734
Total	$ 8,956,610

5. Actuarial Assumptions

The total pension liability in the December 31, 2018, actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Actuarial valuation date:	December 31, 2017
Measurement date of net pension liability (asset):	December 31, 2018
Actuarial cost method:	Entry Age
Asset valuation method:	Fair Value
Long-term expected rate of return:	7.0%
Discount rate:	7.0%
Salary increases:	
Inflation	3.0%
Seniority/Merit	0.1% - 5.6%
Mortality	Wisconsin 2018 Mortality Table
Post-retirement adjustments*	1.9%

* *No post-retirement adjustment is guaranteed. Actual adjustments are based on recognized investment return, actuarial experience and other factors. 1.9% is the assumed annual adjustment based on the investment return assumption and the post-retirement discount rate.*

Actuarial assumptions are based upon an experience study conducted in 2018 that covered a three-year period from January 1, 2015 to December 31, 2017. Based on this experience study, actuarial assumptions used to measure the total pension liability changed from prior year, including the discount rate, long-term expected rate of return, post-retirement adjustment, wage inflation rate, mortality and separation rates. The total pension liability for December 31, 2018 is based upon a roll-forward of the liability calculated from the December 31, 2017 actuarial valuation.

Long-term Expected Return on Plan Assets. The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

	Current Asset Allocation %	Long-term Expected Nominal Rate of Return %	Long-term Expected Real Rate of Return %
Core Fund Asset Class			
Global equities	49%	8.1%	5.5%
Fixed income	24.5%	4.0%	1.5%
Inflation sensitive assets	15.5%	3.8%	1.3%
Real estate	9%	6.5%	3.9%
Private equity/debt	8%	9.4%	6.7%
Multi-asset	4%	6.7%	4.1%
Total Core Fund	110%	7.3%	4.7%
Variable Fund Asset Class			
U.S. equities	70%	7.6%	5.0%
International equities	30%	8.5%	5.9%
Total Variable Fund	100%	8.0%	5.4%

New England Pension Consultants Long Term US CPI (Inflation) Forecast: 2.5%

Asset Allocations are managed within established ranges, target percentages may differ from actual monthly allocations

Single Discount Rate. A single discount rate of 7.00% was used to measure the total pension liability. This single discount rate was based on the expected rate of return on pension plan investments of 7.00% and a long-term bond rate of 3.71%. Because of the unique structure of WRS, the 7.00% expected rate of return implies that a dividend of approximately 1.9% will always be paid. For purposes of the single discount rate, it was assumed that the dividend would always be paid. The projection of cash flows used to determine this single discount rate assumed that plan members contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the difference between actuarially determined contribution rates and the member rate. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments (including expected dividends) of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's proportionate share of the net pension liability (asset) to changes in the discount rate. The following presents the City's proportionate share of the net pension liability calculated using the discount rate of 7.00 percent, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.00 percent) or 1-percentage-point higher (8.00 percent) than the current rate:

	1% Decrease to Discount Rate (6.00%)	Current Discount Rate (7.00%)	1% Increase to Discount Rate (8.00%)
City's proportionate share of the net pension liability (asset)	$ 34,371,927	$ 8,648,973	$ (10,478,037)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in separately issued financial statements available at http://etf.wi.gov/publications/cafr.htm.

6. Payables to the Pension Plan

At December 31, 2019, the City reported a payable of $459,551 for the outstanding amount of contributions to the pension plan for the year ended December 31, 2019.

H. OTHER POSTEMPLOYMENT BENEFITS

The City reports OPEB related balances at December 31, 2019 as summarized below:

	OPEB Liability	Deferred Outflows of Resources	Deferred Inflows of Resources
Local Retiree Life Insurance Fund (LRLIF)	$ 1,374,714	$ 164,964	$ 440,539
Single-employer defined OPEB plan - City	3,593,695	172,699	-
Single-employer defined OPEB plan - Water	203,536	22,805	5,004
Total pension liability	$ 5,171,945	$ 360,468	$ 445,543

1. Single-employer Defined Postemployment Benefit Plan - City Plan

Plan Description

The Plan is a single-employer defined benefit postemployment healthcare plan that covers retired employees of the City. Benefit terms including eligibility and benefit offerings vary by employee classification and length of service with the City. Eligible retired employees have access to medical coverage through the City's plan. There are no assets that have been accumulated in a trust.

Benefits Provided

The City provides healthcare and insurance benefits for retirees and their dependents. However, since the City has a self-insured plan, it should be determine its pay-as-you-go benefit based upon the actual retiree paid claims plus administration and stop-loss premiums minus the amount the retirees' paid for continued coverage and stop-loss reimbursement.

Employees Covered by Benefit Terms

At December 31, 2019, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	57
Active employees	338
	395

Contributions

Certain retired plan members and beneficiaries currently receiving benefits are required to contribute specified amounts monthly based upon the premium equivalent rates.

Total OPEB Liability

The City's total OPEB liability was measured as of December 31, 2019, and the total OPEB liability used to calculate the total OPEB liability was determined by an actuarial valuation as of December 31, 2017.

Actuarial Assumptions. The total OPEB liability in the December 31, 2017 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Inflation:	2.50%
Salary increases:	3.0%
Investment rate of return:	2.75%
Healthcare cost trend rates:	7.5% initial decreasing by .5% per year to 6.5% and then decreasing by .10% per year down to 5.0%, and level thereafter

Mortality rates are based on the Wisconsin 2012 Mortality Table.

The actuarial assumptions were based on the Wisconsin Retirement System 2012 - 2014 Experience Study.

The long-term expected rate of return on OPEB plan investments was valued at 2.75%, which is based on the current yield for 20 year AA municipal bond rate as of the measurement date.

Discount Rate. The discount rate used to measure the total OPEB liability was 2.75%. The projection of cash flows used to determine the discount rate assumed that City contributions will be made at rates equal to the actuarially determined contribution rates.

Changes in the Total OPEB Liability

Balance at December 31, 2018	$ 3,857,678
Changes for the year:	
Service cost	157,135
Interest	142,235
Benefit payments	(760,723)
Changes of assumptions or other input	197,370
Net changes	(263,983)
Balance at December 31, 2019	$ 3,593,695

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.75%) or 1-percentage-point higher (3.75%) than the current rate:

	1% Decrease to Discount Rate (1.75%)	Current Discount Rate (2.75%)	1% Increase to Discount Rate (3.75%)
Total OPEB liability	$ 3,756,472	$ 3,593,695	$ 3,435,177

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the City, as well as what the City's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.5% decreasing to 4.0%) or 1-percentage-point higher (8.5% decreasing to 6.0%) than the current healthcare cost trend rates:

	1% Decrease (6.5% decreasing to 4.0%)	Healthcare Cost Trend Rates (7.50% decreasing to 5.0%)	1% Increase (8.5% decreasing to 6.0%)
Total OPEB liability	$ 3,305,525	$ 3,593,695	$ 3,923,577

OPEB Expense and Deferred Outflows of Resources

For the year ended December 31, 2019, the City recognized OPEB expense of $324,041. At December 31, 2019, the City reported deferred outflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources
Changes in assumptions	$ 172,699

Amounts reported as deferred outflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31,	Expense
2020	$ 24,671
2021	24,671
2022	24,671
2023	24,671
2024	24,671
Thereafter	49,344
Total	$ 172,699

Payable to the OPEB Plan

At December 31, 2019, the City did not report a payable for the outstanding amount of contribution to the Plan required for the year ended December 31, 2019.

2. Single-employer Defined Postemployment Benefit Plan - Water Utility Plan

Plan Description

The utility's defined benefit OPEB plan, Retiree Benefits Plan (RBP), provides OPEB for all permanent full-time general employees of the utility. RBP is a single-employer defined benefit OPEB plan administered by the Water Utility. Article 11 of the State Complied Statutes grants the authority to establish and amend the benefit terms and financing requirements to the Utility Board. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75.

Benefits Provided

The RBP provides healthcare and life insurance benefits for retirees and their dependents. However, since the Utility has a self-insured health plan, it should be determine its pay-as-you-go benefit based upon the actual retiree paid claims plus administration and stop-loss premiums minus the amount the retirees' paid for continued coverage and stop-loss reimbursement.

Contributions

The Water Utility determines retiree contributions based upon the premium equivalent rates.

Employees Covered by Benefit Terms

At December 31, 2019, the following employees were covered by the benefit terms:

Inactive employees or beneficiaries currently receiving benefit payments	3
Active employees	29
	32

Total OPEB Liability

The Water Utility's total OPEB liability of $203,536 was measured as of December 31, 2018, and was determined by an actuarial valuation as of that date.

Actuarial Assumptions and other inputs. The total OPEB liability in the December 31, 2018 actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation:	The assumed salary inflation of 3.0% per year is added to merit increases to get the total assumed increase in salary.
Salary increases:	7.50% decreasing by .50% per year to 6.50% and then decreasing by .10% per year down to 5.0%, and level thereafter

The discount rate was based on all years of projected payments discounted at a municipal bond rate of 4.0%

Mortality rates are based on the Wisconsin 2012 Mortality Table.

The actuarial assumptions were based on the Wisconsin Retirement System 2012 - 2014 Experience Study.

Changes in the Total OPEB Liability

Balance at December 31, 2018	$ 209,720
Changes for the year:	
Service cost	10,894
Interest	7,203
Differences between expected and actual experience	(5,560)
Benefit payments	(18,721)
Net changes	(6,184)
Balance at December 31, 2019	$ 203,536

Sensitivity of the total OPEB liability to changes in the discount rate. The following presents the total OPEB liability of the Water Utility, as well as what the Water Utility's total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (3.0%) or 1-percentage-point higher (5.0%) than the current rate:

	1% Decrease to Discount Rate (3.00%)	Current Discount Rate (4.00%)	1% Increase to Discount Rate (5.00%)
Total OPEB liability	$ 214,792	$ 203,536	$ 192,855

Sensitivity of the total OPEB liability to changes in the healthcare cost trend rates. The following presents the total OPEB liability of the Water Utility, as well as what the Water Utility's total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (6.5% decreasing to 4.0%) or 1-percentage-point higher (8.5% decreasing to 6.0%) than the current healthcare cost trend rates:

	1% Decrease (6.5% decreasing to 4.0%)	Healthcare Cost Trend Rates (7.50% decreasing to 5.0%)	1% Increase (8.5% decreasing to 6.0%)
Total OPEB liability	$ 188,721	$ 203,536	$ 223,178

OPEB Expense and Deferred Outflows and Inflows of Resources Related to OPEB – Water Utility

For the year ended December 31, 2019, the Water Utility recognized OPEB expense of ($13,146). At December 31, 2019, the Water Utility reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Changes in assumptions	$ -	$ 5,004
Employer contributions subsequent to the measurement date	22,805	-
Total	$ 22,805	$ 5,004

Deferred outflows related to OPEB resulting from the employer's contributions subsequent to the measurement date reported in the table above will be recognized as a reduction of the total OPEB liability in the subsequent year. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31,	Expense
2020	$ (556)
2021	(556)
2022	(556)
2023	(556)
2023	(556)
Thereafter	(2,224)
Total	$ (5,004)

3. **Local Retiree Life Insurance Fund**

Plan Description

The LRLIF is a cost sharing multiple-employer defined benefit OPEB plan. LRLIF benefits and other plan provisions are established by Chapter 40 of the Wisconsin Statutes. The Wisconsin Department of Employee Trust Funds (ETF) and the Group Insurance Board have statutory authority for program administration and oversight. The plan provides postemployment life insurance benefits for all eligible employees.

OPEB Plan Fiduciary Net Positon

ETF issues a standalone Comprehensive Annual Financial Report (CAFR), which can be found at http://etf.wi.gov/publications/cafr.htm.

Benefits Provided

The LRLIF plan provides fully paid up life insurance benefits for post-age 64 retired employees and pre-65 retirees who pay for their coverage.

Contributions

The Group Insurance Board approves contribution rates annually, based on recommendations from the insurance carrier. Recommended rates are based on an annual valuation, taking into consideration an estimate of the present value of future benefits and the present value of future contributions. A portion of employer contributions made during a member's working lifetime funds a post-retirement benefit.

Employers are required to pay the following contributions based on employee contributions for active members to provide them with Basic Coverage after age 65. There are no employer contributions required for pre-age 65 annuitant coverage. If a member retires prior to age 65, they must continue paying the employee premiums until age 65 in order to be eligible for the benefit after age 65.

Contribution rates as of December 31, 2019 are:

Coverage Type	Employer Contribution
50% Post-retirement coverage	40% of employee contribution
25% Post-retirement coverage	20% of employee contribution

Employee contributions are based upon nine age bands through age 69 and an additional eight age bands for those age 70 and over. Participating employees must pay monthly contribution rates per $1,000 of coverage until the age of 65 (age 70 if active). The employee contribution rates in effect for the year ended December 31, 2018 are listed below:

Life Insurance
Employee Contribution Rates
For the Year Ended December 31, 2018

Attained Age	Basic
Under 30	0.05
30 - 34	0.06
35 - 39	0.07
40 - 44	0.08
45 - 49	0.12
50 - 54	0.22
55 - 59	0.39
60 - 64	0.49
65 - 69	0.57

During the reporting period, the LRLIF recognized $10,264 in contributions from the employer.

OPEB Liabilities, OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

At December 31, 2019, the City reported a liability of $1,374,714 for its proportionate share of the net OPEB liability. The net OPEB liability was measured as of December 31, 2018, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation as of December 31, 2017 rolled forward to December 31, 2018. No material changes in assumptions or benefits terms occurred between the actuarial valuation date and the measurement date. The City's proportion of the net OPEB liability was based on the City's share of contributions to the OPEB plan relative to the contributions of all participating employers. At December 31, 2018, the City's proportion was 0.532765%, which was a decrease of 0.02145% from its proportion measured as of December 31, 2017.

For the year ended December 31, 2019, the City recognized OPEB expense of $124,321.

At December 31, 2019, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	$ -	$ 69,738
Net differences between projected and actual earnings on OPEB plan investments	32,853	-
Changes in assumptions	131,169	297,983
Changes in proportion and differences between employer contributions and proportionate share of contributions	-	72,818
Employer contributions subsequent to the measurement date	942	-
Total	$ 164,964	$ 440,539

$942 reported as deferred outflows of resources related to OPEB resulting from LRLIF Employer's contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ended December 31, 2020. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ended December 31,	Expense
2020	$ (39,306)
2021	(39,306)
2022	(39,306)
2023	(43,920)
2024	(48,672)
Thereafter	(66,007)
	$ (276,517)

Actuarial assumptions. The total OPEB liability in the January 1, 2018 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial valuation date:	January 1, 2018
Measurement date of net OPEB liability (asset):	December 31, 2018
Actuarial cost method:	Entry age normal
20 year tax-exempt municipal bond yield:	4.10%
Long-term expected rate of return:	5.00%
Discount rate:	4.22%
Salary increases:	
Inflation	3.00%
Seniority/Merit	0.1% - 5.6%
Mortality:	Wisconsin 2018 Mortality Table

Long-term expected return on plan assets. The long-term expected rate of return is determined by adding expected inflation to expected long-term real returns and reflecting expected volatility and correlation. Investments for the LRLIF are held with Securian, the insurance carrier. Interest is calculated and credited to the LRLIF based on the rate of return for a segment of the insurance carriers' general fund, specifically 10-year A- Bonds (as a proxy, and not tied to any specific investments). The overall aggregate interest rate is calculated using a tiered approach based on the year the funds were originally invested and the rate of return for that year. Investment interest is credited based on the aggregate rate of return and assets are not adjusted to fair market value. Furthermore, the insurance carrier guarantees the principal amounts of the reserves, including all interest previously credited thereto.

Asset Class	Index	Target Allocation	Long-term Expected Geometric Real Rate of Return %
U.S. Government Bonds	Barclays Government	1%	1.44%
U.S. Credit Bonds	Barclays Credit	40%	2.69%
U.S. Long Credit Bonds	Barclays Long Credit	4%	3.01%
U.S. Mortgages	Barclays MBS	54%	2.25%
US Municipal Bonds	Bloomberg Barclays Muni	1.0%	1.68%
Inflation			2.30%
Long-term expected rate of return			5.0%

Single discount rate. A single discount rate of 4.22% was used to measure the total OPEB liability. The Plan's fiduciary net position was projected to be insufficient to make all projected future benefit payments of current active and inactive employees. Therefore, the discount rate for calculating the Total OPEB Liability is equal to the single equivalent rate that results in the same actuarial present value as the long-term expected rate of return applied to benefit payments, to the extent that the plan's fiduciary net position is projected to be sufficient to make projected benefit payments, and the municipal bond rate applied to benefit payment to the extent that the plan's fiduciary net position is projected to be insufficient.

Sensitivity of the City's proportionate share of net OPEB liability (asset) to changes in the discount rate. The following presents the City's proportionate share of the net OPEB liability (asset) calculated using the discount rate of 4.22%, as well as what the City's proportionate share of the net OPEB liability (asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (3.22%) or 1-percentage-point higher (5.22%) than the current rate:

	1% Decrease to Discount Rate (3.22%)	Current Discount Rate (4.22%)	1% Increase to Discount Rate (5.22%)
City's proportionate share of the net OPEB liability (asset)	$ 1,955,621	$ 1,374,714	$ 926,675

OPEB plan fiduciary net position. Detailed information about the OPEB plan's fiduciary net position is available in separately issued financial statements available at http://etf.wi.gov/publications/cafr.htm.

Payable to the OPEB Plan

At December 31, 2019, the City reported a payable of $0 for the outstanding amount of contribution to the Plan required for the year ended December 31, 2019.

I. FUND EQUITY

Nonspendable Fund Balance

In the fund financial statements, portions of the governmental fund balances are amounts that cannot be spent because they are either 1) not in spendable form or 2) legally or contractually required to be maintained intact. At December 31, 2019, nonspendable fund balance was as follows:

	General	Nonmajor
Nonspendable		
Inventories and prepaid items	$ 156,402	$ 102,141
Long-term accounts and interfund receivables	1,861,968	-
Principal of endowment	-	1,550,133
Total Nonspendable Fund Balance	$ 2,018,370	$ 1,652,274

Restricted Fund Balance

In the fund financial statements, portions of governmental fund balances are not available for appropriation or are legally restricted for use for a specific purpose. At December 31, 2019, restricted fund balance was as follows:

Special Revenue Funds	
Restricted for	
Community development	$ 1,376,484
Revolving loan funds	787,894
Lead based abatement program	15,426
Parks	215,908
Total Special Revenue Funds Restricted Fund Balance	2,395,712
Debt Service Funds	
Restricted for	
Debt service	7,409,290
Tax incremental financing districts	4,049,434
Total Debt Service Funds Restricted Fund Balance	11,458,724
Capital Projects Funds	
Restricted for	
Capital improvements	1,874,833
tax incremental financing districts	1,383,584
Total Capital Projects Fund Balance	3,258,417
Permanent Fund	
Restricted for	
Library trust	917,459
Total Restricted Fund Balance	$ 18,030,312

Committed Fund Balance

In the fund financial statements, portions of government fund balances are committed by City Council action. At December 31, 2019, General Fund balance was committed as follows:

General Fund	
Committed for	
Development	$ 350,000
Special Revenue Funds	
Committed for	
Library activities and programs	935,232
Cable TV program	633,136
Tourism and promotion activities	208,773
Public safety - MEG unit	13,072
Special assessments	1,068,260
Municipal court operations	29,937
Ambulance services	521,208
Storm water	137,815
Park and recreation	101,727
Total Special Revenue Funds Committed Fund Balance	3,649,160
Capital Improvements Fund	
Committed for	
Capital improvements	5,367,099
Total Committed Fund Balance	$ 9,366,259

Assigned Fund Balance

Portions of governmental fund balances have been assigned to represent tentative management plans that are subject to change. At December 31, 2019, fund balance was assigned as follows:

General Fund	
Assigned for subsequent years budget	$ 1,588,088

Minimum General Fund Balance Policy

The City has also adopted a minimum fund balance policy of 25% of subsequent year budgeted expenditures not including debt service, for the general fund. The minimum fund balance is maintained for cash flow and working capital purposes. The minimum fund balance amount is calculated as follows:

Budgeted 2020 General Fund Expenditures	$ 39,294,527
Minimum Fund Balance %	(x) 25%
Minimum Fund Balance Amount	$ 9,823,632

The City's unassigned general fund balance of $17,723,920 is above the minimum fund balance amount.

NOTE 4: OTHER INFORMATION

A. COMPONENT UNIT

This report contains the Housing Authority of the City of Sheboygan (the "Housing Authority"), which is included as a component unit. Financial information for the Housing Authority is presented as a separate column in the statement of net position and statement of activities.

In addition to the basic financial statements and the preceding notes to financial statements which apply, the following additional disclosures are considered necessary for a fair presentation.

Information related to the Housing Authority is as follows:

Significant Accounting Policies

The Housing Authority follows the accrual basis of accounting.

Cash and investments are combined in the financial statements. Cash deposits consist of demand and time deposits with financial institutions and are carried at cost. Investments are stated at fair value.

Capital assets are stated at cost at the date of acquisition. The provision for depreciation was computed under the straight-line method over the useful lives of the assets.

Deposits and Investments

The carrying amount of the Housing Authority's cash and investments totaled $4,260,743 on March 31, 2019 as summarized below:

Deposits with financial institutions	$ 539,663
Investments	
Government debt securities	2,418,630
Negotiable certificates of deposit	226,251
Exchange traded funds	1,076,199
	$ 4,260,743

Reconciliation to the basic financial statements

Combining Statement of Net Position	
Cash and investments	$ 4,145,080
Cash and cash equivalents - restricted	115,663
	$ 4,260,743

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. Wisconsin statutes require repurchase agreements to be fully collateralized by bonds or securities issued or guaranteed by the federal government or its instrumentalities. The City does not have an additional custodial credit policy.

Deposits with financial institutions within the State of Wisconsin are insured by the Federal Deposit Insurance Corporation (FDIC) in the amount of $250,000 for the combined amount of all time and savings deposits and $250,000 for interest-bearing and noninterest-bearing demand deposits per official custodian per insured depository institution. Deposits with financial institutions located outside the State of Wisconsin are insured by the FDIC in the amount of $250,000 for the combined amount of all deposit accounts per official custodian per depository institution. Deposits with credit unions are insured by the National Credit Union Share Insurance Fund (NCUSIF) in the amount of $250,000 per credit union member. Also, the State of Wisconsin has a State Guarantee Fund which provides a maximum of $400,000 per public depository above the amount provided by an agency of the U.S. Government. However, due to the relatively small size of the State Guarantee Fund in relation to the Fund's total coverage, total recovery of insured losses may not be available. This coverage has been considered in determining custodial credit risk.

As of March 31, 2019, none of the Housing Authority's deposits with financial institutions were in excess of federal and state depository insurance limits. No amounts were collateralized.

Fair Value Measurements

The Housing Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant observable inputs; Level 3 inputs are significant unobservable inputs.

The Housing Authority has the following fair value measurements as of December 31, 2019:

	Fair Value Measurements Using:		
	Level 1	Level 2	Level 3
Federal National Mortgage Association	$ -	$ 247,430	$ -
Federal Home Loan Mortgage Corporation	-	849,364	-
Federal Farm Credit Bank	-	400,116	-
Federal Home Loan Bank	-	311,396	-
U.S. Treasury securities	-	610,324	-
Negotiable certificates of deposit	-	226,251	-
Exchange traded funds	1,076,199	-	-
Total investments by fair value level	$ 1,076,199	$ 2,644,881	$ -

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Wisconsin statutes limit investments in securities to the top two ratings assigned by nationally recognized statistical rating organization. The Authority does not have an additional credit risk policy. Presented below is the actual rating as of March 31, 2019, for each investment type.

Investment Type	Amount	Exempt from Disclosure	AAA	Aa	Not Rated
Federal National Mortgage Association	$ 247,430	$ -	$ 247,430	$ -	$ -
Federal Home Loan Mortgage Corporation	849,364	-	849,364	-	-
Federal Farm Credit Bank	400,116	-	400,116	-	-
Federal Home Loan Bank	311,396	-	311,396	-	-
U.S. Treasury securities	610,324	610,324	-	-	-
Negotiable certificates of deposit	226,251	-	-	-	226,251
Exchange traded funds	1,076,199	-	1,076,199	-	-
Totals	$3,721,080	$ 610,324	$2,884,505	$ -	$ 226,251

Concentration of Credit Risk

Concentration of credit risk refers to risk of loss attributed to investments in a single issuer. The Housing Authority does not have an additional investment policy regarding concentration of credit risk.

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The Housing Authority's investments include the following investments that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above):

Highly Sensitive Investments	Fair Value at Year End
Mortgage backed securities. These securities are subject to early payment in a period of declining interest rates. The resultant reduction in expected total cash flows affects the fair value of these securities and makes the fair values of these securities highly sensitive to changes in interest rates.	$ 1,808,306

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Housing Authority does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Information about the sensitivity of the fair values of the Housing Authority's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the Housing Authority's investments by maturity:

		Remaining Maturity (in Months)			
Investment Type	Amount	12 Months or Less	13 to 24 Months	25 to 60 Months	More Than 60 Months
Federal National Mortgage Association	$ 247,430	$ 247,430	$ -	$ -	$ -
Federal Home Loan Mortgage Corporation	849,364	-	225,297	624,067	-
Federal Farm Credit Bank	400,116	-	-	400,116	-
Federal Home Loan Bank	311,396	-	-	311,396	-
U.S. Treasury securities	610,324	381,599	228,725	-	-
Negotiable certificates of deposit	226,251	-	226,251	-	-
Exchange traded funds	1,076,199	-	-	122,956	953,243
Totals	$ 3,721,080	$ 629,029	$ 680,273	$ 1,458,535	$ 953,243

Capital Assets

	Beginning Balance	Increases	Decreases	Ending Balance
Capital assets, nondepreciable:				
Land	$ 346,943	$ -	$ -	$ 346,943
Construction in progress	152,083	2,312	-	154,395
Total capital assets, nondepreciable	499,026	2,312	-	501,338
Capital assets, depreciable:				
Buildings and improvements	9,776,507	166,029	-	9,942,536
Machinery and equipment	904,173	51,158	37,731	917,600
Total capital assets, depreciable	10,680,680	217,187	37,731	10,860,136
Less accumulated depreciation	8,114,275	337,358	37,206	8,414,427
Net capital assets, depreciable	2,566,405	(120,171)	525	2,445,709
Total capital assets, net of accumulated depreciation	$ 3,065,431	$ (117,859)	$ 525	$ 2,947,047

Accumulated depreciation is not available by class or function.

B. TAX INCREMENTAL FINANCING DISTRICTS

The City has established one capital projects fund and one debt service fund to account for Tax Incremental Districts (the "TID") which were created by the City in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the TIDs were created, the property tax base within each TID was "frozen" and increment taxes resulting from increases to the property tax base are used to finance TID improvements, including principal and interest on long-term debt issued by the City to finance such improvements. The Statutes allow eligible project costs to be incurred up to five years prior to the maximum termination date. The City's Districts are still eligible to incur project costs.

The intent of the City is to recover the above amounts from future TID surplus funds, if any, prior to termination of the respective Districts. Unless terminated by the City prior thereto, each TID has a statutory termination year as follows:

	Termination Year
TID No. 6	2023
TID No. 10	2024
TID No. 11	2021
TID No. 12	2027
TID No. 13	2032
TID No. 14	2031
TID No. 15	2031
TID No. 16	2035
TID No. 17	2046
TID No. 18	2039
TID No. 19	2039
TID No. E1	2025

C. RISK MANAGEMENT

The City is exposed to various risks of loss related to torts; theft of, damage to, or destruction of assets; errors and omissions; workers compensation; and health care of its employees. The City participates in a public entity risk pool called Cities and Villages Mutual Insurance Company to provide coverage for losses from torts; theft of, damage to, or destruction of assets; errors and omission. However, other risks, such as workers compensation and health care of its employees are accounted for and financed by the City in health self-insurance internal service fund and the workers compensation self-insurance internal service fund.

Self-Insurance Fund

For health insurance claims, the uninsured risk of loss is $150,000 per person. In addition, there is a minimum aggregate deductible for the current policy year which is the greater of $6,874,632 or 90% of the monthly aggregate deductible for the first month of the policy year, multiplied by twelve months. The City has purchased commercial insurance for claims in excess of those amounts. Settled claims have exceeded the commercial coverage for the individual stop-loss, but not the aggregate deductible during any of the past three years.

For workers compensation claims, the uninsured risk of loss is $500,000 per incident. The City has purchased commercial insurance for claims in excess of those amounts. Settled claims have not exceeded the commercial coverage in any of the past three years.

All funds of the City participate in the risk management program. Amounts payable to the internal service funds are based on actuarial estimates of the amounts necessary to pay prior and current year claims and to establish a reserve for catastrophic losses. $9,086,356 was available for that reserve at year end, and is included in unrestricted net position of the internal service funds.

A liability for a claim is established if information indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss is reasonably estimable. Liabilities include an amount for health insurance, workers compensation, and general liability claims that have been incurred but not reported.

	Liability January 1	Current Year Claims and Changes in Estimates	Claims Payments	Liability December 31
Health Insurance				
2019	$ 657,605	$ 6,356,352	$ 6,584,339	$ 429,618
2018	721,268	6,733,113	6,796,776	657,605
Workers Compensation				
2019	57,788	264,101	266,155	55,734
2018	61,509	192,636	196,357	57,788
General Liability				
2019	185,703	80,240	154,521	111,422
2018	185,703	144,370	144,370	185,703

Transit Mutual Insurance Corporation of Wisconsin (TMI)

Transit Mutual Insurance Corporation of Wisconsin (TMi) is a municipal mutual insurance corporation, which insures auto liability for municipally-owned transit systems in Wisconsin. Each insured property is an owner of the mutual insurance corporation. The City insures its transit systems' auto liability with TMi and is an owner of the corporation.

The City's auto liability insurance policy has a $250,000 per person policy limit and a $7,000,000 per accident policy limit. Of the per accident policy limit, TMi insures $2,000,000 and reinsures $5,000,000 with Great American Reinsurance Group. In addition, the City's policy provides for $25,000 per person and $50,000 per accident in uninsured motorist insurance.

TMi also provided Transit with auto physical damage coverage for its buses with a total limit of $78,200,000 and a $1,000 deductible for collision and comprehensive coverage. TMi insures $750,000 and reinsures the remainder of $77,450,000 with Great American Insurance Group.

Management of TMi consists of a Board of Directors comprised of one representative for each member. The City does not exercise any control over the activities of the corporation beyond its representation on the Board of Directors.

Premiums are determined in advance of each premium year, which begins on January 1. TMi is an assessable mutual; accordingly, the Board of Directors may require that supplemental contributions be made by members to ensure adequate funds are available to meet the obligations applicable to the premium year. Members are required by Wisconsin statute and TMi bylaws to fund any deficit attributable to a premium year during which they were a member. TMi was incorporated in 1985 and began issuing insurance policies in 1986; there has never been a member assessment beyond the annual premiums.

The City's share of this corporation is 3.87% for auto liability. A list of the other members and their share of participation is available in the TMi report, which can be obtained directly from TMi's office.

Wisconsin Municipal Insurance Commission (WMIC)
Cities and Villages Mutual Insurance company (CVMIC)

CVMIC is a municipal mutual insurance company established on September 14, 1987 under Section 611.23 of the Wisconsin Statutes. CVMIC provides liability insurance coverage to the cities and villages which make up the membership of the WMIC that was established under Section 66.30 of the Wisconsin Statutes governing intergovernmental cooperation commissions.

CVMIC insures the municipalities up to $5,000,000 per occurrence above the self-insured retention amount selected by each individual city or City. CVMIC also provides excess insurance of $5,000,000 over the CVMIC layer thru a group purchase program paid proportionately by members for a total limit of $10,000,000 per occurrence. Members pay premiums based on their self-insured retention amount, claims experience and population.

Management of CVMIC and WMIC consists of a board of directors and officers elected by the membership from each class of participants based on population. The board of directors hires the company executive director who in turn hires the management staff of CVMIC. The City does not exercise any control over the activities of CVMIC and WMIC beyond the election of the officer and board.

Financial statements of CVMIC can be obtained directly from CVMIC's offices. The City's Mutual Member Participation Calculation for 2019 is calculated at 1.686%. This calculation is based on premiums, claims and self-insured retention of the city as compared to the entire membership. The City's participation portion of available funds would be distributed upon dissolution. WMIC is not required to have an audit.

The City pays an annual premium to CVMIC for its general liability insurance as noted. The City's self-insured retention amount annually is $125,000 per occurrence and $500,000 in the aggregate. An actuarially determined estimate for outstanding losses and incurred but not reported losses related to the City is $27,348 as of December 31, 2019.

D. CONTINGENCIES

The City participates in a number of federal and state assisted grant programs. These programs are subject to program compliance audits by the grantors or their representatives. An audit under the Uniform Guidance has been conducted but final acceptance is still pending. Accordingly, the City's compliance with applicable grant requirements will be established at some future date. The amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time although the City expects such amounts, if any, to be immaterial.

From time to time, the City is party to other various pending claims and legal proceedings. Although the outcome of such matters cannot be forecast with certainty, it is the opinion of management and the legal counsel that the likelihood is remote that any such claims or proceedings will have a material adverse effect on the City's financial position or results of operations.

E. SUBSEQUENT EVENTS

During April of 2020, the City approved the sale of $4,895,000 General Obligation Promissory Notes and the Sheboygan Board of Water Commissioners approved the sale of $3,100,000 of Water Revenue Bond Anticipation Notes. The General obligation Promissory Notes and the Water Revenue Bond Anticipation Notes will be used to finance construction projects.

Subsequent to year end, the World Health Organization declared the spread of Coronavirus Disease (COVID-19) a worldwide pandemic. The COVID-19 pandemic is having significant effects on global markets, supply chains, businesses, and communities. Specific to the City, COVID-19 may impact various parts of its 2020 operations and financial results including, but not limited to, costs for emergency preparedness, impacts on cash flows and impacts on personnel costs. Management believes the City is taking appropriate actions to mitigate the negative impact. However, the full impact of COVID-19 is unknown and cannot be reasonably estimated as these events occurred subsequent to year end and are still developing.

F. PRIOR PERIOD ADJUSTMENT

The City recorded a prior period adjustment that resulted in an increase in accounts receivable and fund balance / net position in the general fund and governmental activities in the amount of $86,367. In addition, an adjustment to increase accounts receivable and net position in both the enterprise and business-type activities in the amount of $502,813 was also recorded. The increases were due to adjustments to record accounts receivable for services provided but not billed as of year-end.

REQUIRED SUPPLEMENTARY INFORMATION

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS - CITY PLAN
LAST 10 FISCAL YEARS *

	2019	2018
Total OPEB liability		
Service cost	$ 157,135	$ 157,135
Interest	142,235	150,414
Changes of assumptions	197,370	-
Benefit payments	(760,723)	(263,313)
Net change in total OPEB liability	(263,983)	44,236
Total OPEB liability - beginning	3,857,678	3,813,442
Total OPEB liability - ending	$ 3,593,695	$ 3,857,678
Covered payroll	$ 22,756,975	$ 22,756,975
City's total OPEB liability as a percentage of covered payroll	15.79%	16.95%

* The amounts presented for each fiscal year were determined as of the current fiscal year end. Amounts for prior years were not available.

See notes to required supplementary information.

City of Sheboygan, Wisconsin

SCHEDULE OF CHANGES IN TOTAL OPEB LIABILITY AND RELATED RATIOS - WATER UTILITY PLAN
LAST 10 FISCAL YEARS

	2019	2018
Total OPEB liability		
Service cost	$ 10,894	$ 10,894
Interest	7,203	7,184
Differences between expected and actual experience	(5,560)	-
Benefit payments	(18,721)	(16,356)
Net change in total OPEB liability	(6,184)	1,722
Total OPEB liability - beginning	209,720	207,998
Total OPEB liability - ending	$ 203,536	$ 209,720
Covered payroll	$ 1,874,682	$ 1,877,409
Water Utility's total OPEB liability as a percentage of covered payroll	10.86%	11.17%

See notes to required supplementary information.

SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (ASSET)
WISCONSIN RETIREMENT SYSTEM
LAST 10 FISCAL YEARS

Plan Year Ending	Proportion of the Net Pension Liability (Asset)	Proportionate Share of the Net Pension Liability (Asset)	Covered Payroll (plan year)	Proportionate Share of the Net Pension Liability (Asset) as a Percentage of Covered Payroll	Plan Fiduciary Net Position as a Percentage of the Total Pension Liability (Asset)
12/31/14	0.24125991%	$ (5,926,003)	$ 26,387,532	22.46%	102.74%
12/31/15	0.24324242%	3,952,640	27,577,423	14.33%	98.20%
12/31/16	0.24121808%	1,988,213	26,123,451	7.61%	99.12%
12/31/17	0.24242440%	(7,197,868)	26,534,421	27.13%	102.93%
12/31/18	0.24310668%	8,648,973	27,492,935	31.46%	96.45%

SCHEDULE OF CONTRIBUTIONS
WISCONSIN RETIREMENT SYSTEM
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered Payroll (fiscal year)	Contributions as a Percentage of Covered Payroll
12/31/15	$ 2,385,841	$ 2,385,841	$ -	$ 27,577,423	8.65%
12/31/16	2,235,521	2,235,521	-	26,123,451	8.56%
12/31/17	2,515,080	2,515,080	-	26,534,421	9.48%
12/31/18	2,502,629	2,502,629	-	27,492,935	9.10%
12/31/19	2,595,581	2,595,581	-	27,955,583	9.28%

See notes to required supplementary information.

SCHEDULE OF PROPORTIONATE SHARE OF THE NET OPEB LIABILITY (ASSET)
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 FISCAL YEARS

Plan Year Ending	Proportion of the Net OPEB Liability (Asset)	Proportionate Share of the Net OPEB Liability (Asset)	Covered-Employee Payroll	Proportionate Share of the Net OPEB Liability (Asset) as a Percentage of Covered-Employee Payroll	Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)
12/31/17	0.55421200%	$ 1,667,391	$ 23,306,200	7.15%	44.81%
12/31/18	0.53276500%	1,374,714	24,318,000	5.65%	48.69%

SCHEDULE OF CONTRIBUTIONS
LOCAL RETIREE LIFE INSURANCE FUND
LAST 10 FISCAL YEARS

Fiscal Year Ending	Contractually Required Contributions	Contributions in Relation to the Contractually Required Contributions	Contribution Deficiency (Excess)	Covered-Employee Payroll	Contributions as a Percentage of Covered-Employee Payroll
12/31/18	$ 9,782	$ 9,782	$ -	$ 24,318,000	0.04022535%
12/31/19	9,870	9,870	-	27,955,583	0.03530601%

See notes to required supplementary information.

A. HEALTH INSURANCE BENEFIT - CITY PLAN AND WATER UTILITY PLAN

The data presented in the Schedule of Changes in Total OPEB Liability and Related Ratios was taken from the reports issued by the actuary. There are no assets that have been accumulated in a trust for these plans.

There were no changes of benefit terms.

There were no changes in assumptions.

B. LOCAL RETIREE LIFE INSURANCE FUND

There were no changes of benefit terms for any participating employers in LRLIF.

There were no changes in assumptions.

C. WISCONSIN RETIREMENT SYSTEM

There were no changes of benefit terms for any participating employer in the WRS.

The City is required to present the last ten fiscal years of data; however accounting standards allow the presentation of as many years as are available until ten fiscal years are presented.

SUPPLEMENTARY INFORMATION

City of Sheboygan, Wisconsin

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Special Revenue						
	Community Development Block Grant	Revolving Loan Funds	Lead Based Abatement Program	Mead Library	Cable TV	Tourism Promotion	Harbor Center Marina
ASSETS							
Cash and investments	$ 1,190,551	$ 787,894	$ 15,426	$ 1,975,096	$ 568,824	$ 127,683	$ 381,559
Receivables							
Taxes and special charges	-	-	-	1,556,940	-	-	-
Accounts	-	-	-	-	138,379	282,953	54,411
Special assessments	-	-	-	-	-	-	-
Loans	3,045,164	2,838,572	-	-	-	-	-
Other	-	-	-	-	-	48	-
Due from other governments	200,302	-	-	-	-	-	-
Inventories and prepaid items	61,285	-	-	-	-	-	40,856
Total assets	$ 4,497,302	$ 3,626,466	$ 15,426	$ 3,532,036	$ 707,203	$ 410,684	$ 476,826
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES							
Liabilities							
Accounts payable	$ 7,991	$ -	$ -	$ 76,548	$ 70,084	$ 201,762	$ 25,082
Accrued and other current liabilities	6,378	-	-	92,599	3,953	147	-
Due to other funds	-	-	-	-	-	-	2,811,581
Advance from other funds	-	-	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	64,211
Special deposits	-	-	-	-	-	-	61,277
Unearned revenues	-	-	-	4,343	30	2	-
Total liabilities	14,369	-	-	173,490	74,067	201,911	2,962,151
Deferred inflows of resources							
Property taxes levied for subsequent year	-	-	-	2,423,314	-	-	-
Accounts receivable	-	-	-	-	-	-	-
Loans receivable	3,045,164	2,838,572	-	-	-	-	-
Special assessments	-	-	-	-	-	-	-
Total deferred inflows of resources	3,045,164	2,838,572	-	2,423,314	-	-	-
Fund balances							
Nonspendable	61,285	-	-	-	-	-	40,856
Restricted	1,376,484	787,894	15,426	-	-	-	-
Committed	-	-	-	935,232	633,136	208,773	-
Assigned	-	-	-	-	-	-	-
Unassigned	-	-	-	-	-	-	(2,526,181)
Total fund balances	1,437,769	787,894	15,426	935,232	633,136	208,773	(2,485,325)
Total liabilities, deferred inflows of resources, and fund balances	$ 4,497,302	$ 3,626,466	$ 15,426	$ 3,532,036	$ 707,203	$ 410,684	$ 476,826

City of Sheboygan, Wisconsin

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Special Revenue							
	Police Meg Unit	Special Assessment	Redevelopment Authority	Municipal Court	Ambulance	Storm Water	Park Impact Fees	Park, Forestry & Open Space
ASSETS								
Cash and investments	$ 4,875	$ 1,023,767	$ -	$ 50,396	$ 126,955	$ 137,815	$ 215,908	$ 141,054
Receivables								
Taxes and special charges	-	-	-	-	-	-	-	70,673
Accounts	8,125	39,498	-	4,132	593,451	-	-	-
Special assessments	-	291,842	-	-	-	-	-	-
Loans	-	-	940,004	-	-	-	-	-
Other	-	-	-	-	-	-	-	-
Due from other governments	4,950	140,000	-	-	-	-	-	-
Inventories and prepaid items	-	-	-	-	-	-	-	-
Total assets	$ 17,950	$ 1,495,107	$ 940,004	$ 54,528	$ 720,406	$ 137,815	$ 215,908	$ 211,727
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES								
Liabilities								
Accounts payable	$ 4,278	$ -	$ 638	$ 17,455	$ 41,302	$ -	$ -	$ -
Accrued and other current liabilities	600	-	-	7,136	16,201	-	-	-
Due to other funds	-	-	-	-	-	-	-	-
Advance from other funds	-	-	588,651	-	-	-	-	-
Due to other governments	-	-	-	-	-	-	-	-
Special deposits	-	-	-	-	-	-	-	-
Unearned revenues	-	-	-	-	1,492	-	-	-
Total liabilities	4,878	-	589,289	24,591	58,995	-	-	-
Deferred inflows of resources								
Property taxes levied for subsequent year	-	-	-	-	-	-	-	110,000
Accounts receivable	-	-	-	-	140,203	-	-	-
Loans receivable	-	-	940,004	-	-	-	-	-
Special assessments	-	426,847	-	-	-	-	-	-
Total deferred inflows of resources	-	426,847	940,004	-	140,203	-	-	110,000
Fund balances								
Nonspendable	-	-	-	-	-	-	-	-
Restricted	-	-	-	-	-	-	215,908	-
Committed	13,072	1,068,260	-	29,937	521,208	137,815	-	101,727
Assigned	-	-	-	-	-	-	-	-
Unassigned	-	-	(589,289)	-	-	-	-	-
Total fund balances	13,072	1,068,260	(589,289)	29,937	521,208	137,815	215,908	101,727
Total liabilities, deferred inflows of resources, and fund balances	$ 17,950	$ 1,495,107	$ 940,004	$ 54,528	$ 720,406	$ 137,815	$ 215,908	$ 211,727

City of Sheboygan, Wisconsin

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Permanent Funds		Totals	
	Cemetery Perpetual Care	Library Trust	2019	2018
ASSETS				
Cash and investments	$ 947,848	$ 1,517,459	$ 9,213,110	$ 7,853,738
Receivables				
Taxes and special charges	-	-	1,627,613	2,509,321
Accounts	2,285	-	1,123,234	955,340
Special assessments	-	-	291,842	559,837
Loans	-	-	6,823,740	7,165,171
Other	-	-	48	48
Due from other governments	-	-	345,252	-
Inventories and prepaid items	-	-	102,141	98,161
Total assets	$ 950,133	$ 1,517,459	$ 19,526,980	$ 19,141,616
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
Liabilities				
Accounts payable	$ -	$ -	$ 445,140	$ 328,298
Accrued and other current liabilities	-	-	127,014	136,689
Due to other funds	-	-	2,811,581	2,811,581
Advance from other funds	-	-	588,651	575,000
Due to other governments	-	-	64,211	-
Special deposits	-	-	61,277	82,888
Unearned revenues	-	-	5,867	-
Total liabilities	-	-	4,103,741	3,934,456
Deferred inflows of resources				
Property taxes levied for subsequent year	-	-	2,533,314	2,509,321
Accounts receivable	-	-	140,203	142,564
Loans receivable	-	-	6,823,740	7,165,171
Special assessments	-	-	426,847	556,143
Total deferred inflows of resources	-	-	9,924,104	10,373,199
Fund balances				
Nonspendable	950,133	600,000	1,652,274	1,606,919
Restricted	-	917,459	3,313,171	2,478,187
Committed	-	-	3,649,160	-
Assigned	-	-	-	3,859,872
Unassigned	-	-	(3,115,470)	(3,111,017)
Total fund balances	950,133	1,517,459	5,499,135	4,833,961
Total liabilities, deferred inflows of resources, and fund balances	$ 950,133	$ 1,517,459	$ 19,526,980	$ 19,141,616

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Special Revenue						
	Community Development Block Grant	Revolving Loan Funds	Lead Based Abatement Program	Mead Library	Cable TV	Tourism Promotion	Harbor Center Marina
REVENUES							
Taxes	$ -	$ -	$ -	$ 2,399,321	$ -	$ 1,612,432	$ -
Special assessments	-	-	-	-	-	-	-
Intergovernmental	1,146,540	-	-	787,665	-	-	-
Licenses and permits	-	-	-	-	661,424	-	-
Fines and forfeits	-	-	-	-	-	434	-
Public charges for services	-	-	-	40,364	954	-	906,208
Miscellaneous	196,663	376,966	-	89,973	14,750	3,311	200
Total revenues	1,343,203	376,966	-	3,317,323	677,128	1,616,177	906,408
EXPENDITURES							
Current							
General government	-	-	-	-	-	24,548	-
Public safety	-	-	-	-	-	-	-
Public works	-	-	-	-	-	-	991,088
Health and human services	-	-	-	-	-	-	-
Culture and recreation	-	-	-	3,433,633	174,125	40,708	-
Conservation and development	458,527	140,684	-	-	-	1,164,429	-
Debt service							
Principal	-	-	-	-	-	-	-
Interest and fiscal charges	-	-	-	-	-	-	-
Capital outlay	235,306	-	-	170,258	189,978	24,300	-
Total expenditures	693,833	140,684	-	3,603,891	364,103	1,253,985	991,088
Excess of revenues over (under) expenditures	649,370	236,282	-	(286,568)	313,025	362,192	(84,680)
OTHER FINANCING SOURCES (USES)							
Transfers in	-	-	-	294,065	-	-	225,000
Transfers out	(247,311)	-	-	-	(425,000)	(453,172)	-
Total other financing sources (uses)	(247,311)	-	-	294,065	(425,000)	(453,172)	225,000
Net change in fund balances	402,059	236,282	-	7,497	(111,975)	(90,980)	140,320
Fund balances - January 1	1,035,710	551,612	15,426	927,735	745,111	299,753	(2,625,645)
Fund balances - December 31	$ 1,437,769	$ 787,894	$ 15,426	$ 935,232	$ 633,136	$ 208,773	$ (2,485,325)

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Special Revenue							
	Police Meg Unit	Special Assessment	Redevelopment Authority	Municipal Court	Ambulance	Storm Water	Park Impact Fees	Park, Forestry & Open Space
REVENUES								
Taxes	$ -	$ -	$ 22,334	$ -	$ -	$ -	$ -	$ 110,000
Special assessments	-	188,967	-	-	-	-	-	-
Intergovernmental	38,480	-	-	-	9,480	-	-	-
Licenses and permits	-	-	-	-	-	-	-	-
Fines and forfeits	-	-	-	827,258	-	-	-	-
Public charges for services	-	-	-	4,132	1,522,303	10,019	144,225	-
Miscellaneous	-	49,821	1,400	2,913	3,292	3,573	5,599	13,240
Total revenues	38,480	238,788	23,734	834,303	1,535,075	13,592	149,824	123,240
EXPENDITURES								
Current								
General government	-	-	-	508,078	-	-	-	-
Public safety	54,193	-	-	-	643,105	-	-	-
Public works	-	-	-	-	-	-	-	-
Health and human services	-	-	-	-	-	-	-	-
Culture and recreation	-	-	-	211	-	-	-	1,731
Conservation and development	-	-	46,622	-	-	-	-	-
Debt service								
Principal	-	-	-	-	94,695	-	-	-
Interest and fiscal charges	-	-	-	-	11,761	-	-	-
Capital outlay	-	-	117,905	-	-	-	16,850	66,277
Total expenditures	54,193	-	164,527	508,289	749,561	-	16,850	68,008
Excess of revenues over (under) expenditures	(15,713)	238,788	(140,793)	326,014	785,514	13,592	132,974	55,232
OTHER FINANCING SOURCES (USES)								
Transfers in	5,000	-	-	-	-	-	-	-
Transfers out	-	(125,000)	-	(296,077)	(919,670)	-	-	-
Total other financing sources (uses)	5,000	(125,000)	-	(296,077)	(919,670)	-	-	-
Net change in fund balances	(10,713)	113,788	(140,793)	29,937	(134,156)	13,592	132,974	55,232
Fund balances - January 1	23,785	954,472	(448,496)	-	655,364	124,223	82,934	46,495
Fund balances - December 31	$ 13,072	$ 1,068,260	$ (589,289)	$ 29,937	$ 521,208	$ 137,815	$ 215,908	$ 101,727

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
NONMAJOR GOVERNMENTAL FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Permanent Funds		Totals	
	Cemetery Perpetual Care	Library Trust	2019	2018
REVENUES				
Taxes	$ -	$ -	$ 4,144,087	$ 4,094,227
Special assessments	-	-	188,967	226,253
Intergovernmental	-	-	1,982,165	1,413,445
Licenses and permits	-	-	661,424	554,735
Fines and forfeits	-	-	827,692	922,173
Public charges for services	13,852	-	2,642,057	2,384,215
Miscellaneous	42,523	274,800	1,079,024	1,188,291
Total revenues	56,375	274,800	11,525,416	10,783,339
EXPENDITURES				
Current				
General government	-	-	532,626	503,261
Public safety	-	-	697,298	641,036
Public works	-	-	991,088	995,336
Health and human services	-	-	-	16,570
Culture and recreation	-	-	3,650,408	3,530,475
Conservation and development	-	-	1,810,262	1,516,653
Debt service				
Principal	-	-	94,695	91,964
Interest and fiscal charges	-	-	11,761	14,492
Capital outlay	-	-	820,874	622,942
Total expenditures	-	-	8,609,012	7,932,729
Excess of revenues over (under) expenditures	56,375	274,800	2,916,404	2,850,610
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	524,065	229,367
Transfers out	(15,000)	(294,065)	(2,775,295)	(2,519,906)
Total other financing sources (uses)	(15,000)	(294,065)	(2,251,230)	(2,290,539)
Net change in fund balances	41,375	(19,265)	665,174	560,071
Fund balances - January 1	908,758	1,536,724	4,833,961	4,273,890
Fund balances - December 31	$ 950,133	$ 1,517,459	$ 5,499,135	$ 4,833,961

MEAD LIBRARY SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 2,399,321	$ 2,399,321	$ 2,399,321	$ -
Intergovernmental	786,593	786,593	787,665	1,072
Public charges for services	47,800	47,800	40,364	(7,436)
Miscellaneous	80,000	80,000	89,973	9,973
Total revenues	3,313,714	3,313,714	3,317,323	3,609
EXPENDITURES				
Current				
Culture and recreation	3,228,214	3,228,214	3,433,633	(205,419)
Capital outlay	85,500	85,500	170,258	(84,758)
Total expenditures	3,313,714	3,313,714	3,603,891	(290,177)
Excess of revenues over (under) expenditures	-	-	(286,568)	(286,568)
OTHER FINANCING SOURCES (USES)				
Transfers in	-	-	294,065	294,065
Net change in fund balance	-	-	7,497	7,497
Fund balance - January 1	927,735	927,735	927,735	-
Fund balance - December 31	$ 927,735	$ 927,735	$ 935,232	$ 7,497

City of Sheboygan, Wisconsin

CABLE TV SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Licenses and permits	$ 570,000	$ 570,000	$ 661,424	$ 91,424
Public charges for services	640	640	954	314
Miscellaneous	5,000	5,000	14,750	9,750
Total revenues	575,640	575,640	677,128	101,488
EXPENDITURES				
Current				
Culture and recreation	175,657	176,657	174,125	2,532
Capital outlay	286,080	454,646	189,978	264,668
Total expenditures	461,737	631,303	364,103	267,200
Excess of revenues over (under) expenditures	113,903	(55,663)	313,025	368,688
OTHER FINANCING USES				
Transfers out	(425,000)	(425,000)	(425,000)	-
Net change in fund balance	(311,097)	(480,663)	(111,975)	368,688
Fund balance - January 1	745,111	745,111	745,111	-
Fund balance - December 31	$ 434,014	$ 264,448	$ 633,136	$ 368,688

City of Sheboygan, Wisconsin

TOURISM PROMOTION SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 1,460,000	$ 1,460,000	$ 1,612,432	$ 152,432
Fines and forfeits	-	-	434	434
Miscellaneous	5,000	5,000	3,311	(1,689)
Total revenues	1,465,000	1,465,000	1,616,177	151,177
EXPENDITURES				
Current				
General government	24,650	24,650	24,548	102
Public safety	32,016	32,016	-	32,016
Culture and recreation	55,721	55,721	40,708	15,013
Conservation and development	502,073	502,073	1,164,429	(662,356)
Capital outlay	50,000	50,000	24,300	25,700
Total expenditures	664,460	664,460	1,253,985	(589,525)
Excess of revenues over expenditures	800,540	800,540	362,192	(438,348)
OTHER FINANCING USES				
Transfers out	(875,000)	(875,000)	(453,172)	421,828
Net change in fund balance	(74,460)	(74,460)	(90,980)	(16,520)
Fund balance - January 1	299,753	299,753	299,753	-
Fund balance - December 31	$ 225,293	$ 225,293	$ 208,773	$ (16,520)

City of Sheboygan, Wisconsin

HARBOR CENTER MARINA SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Public charges for services	$ 815,000	$ 815,000	$ 906,208	$ 91,208
Miscellaneous	1,800	1,800	200	(1,600)
Total revenues	816,800	816,800	906,408	89,608
EXPENDITURES				
Current				
Public works	783,680	783,680	991,088	(207,408)
Debt service				
Interest and fiscal charges	4,000	4,000	-	4,000
Capital outlay	125,000	126,655	-	126,655
Total expenditures	912,680	914,335	991,088	(76,753)
Deficiency of revenues under expenditures	(95,880)	(97,535)	(84,680)	12,855
OTHER FINANCING SOURCES				
Transfers in	225,000	225,000	225,000	-
Net change in fund balance	129,120	127,465	140,320	12,855
Fund balance - January 1	(2,625,645)	(2,625,645)	(2,625,645)	-
Fund balance - December 31	$ (2,496,525)	$ (2,498,180)	$ (2,485,325)	$ 12,855

City of Sheboygan, Wisconsin

POLICE MEG UNIT SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ 53,827	$ 53,827	$ 38,480	$ (15,347)
EXPENDITURES				
Current				
Public safety	53,827	53,827	54,193	(366)
Deficiency of revenues under expenditures	-	-	(15,713)	(15,713)
OTHER FINANCING SOURCES				
Transfers in	-	-	5,000	5,000
Net change in fund balance	-	-	(10,713)	(10,713)
Fund balance - January 1	23,785	23,785	23,785	-
Fund balance - December 31	$ 23,785	$ 23,785	$ 13,072	$ (10,713)

City of Sheboygan, Wisconsin

SPECIAL ASSESSMENT SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Special assessments	$ 147,719	$ 147,719	$ 188,967	$ 41,248
Miscellaneous	5,000	5,000	49,821	44,821
Total revenues	152,719	152,719	238,788	86,069
OTHER FINANCING USES				
Transfers out	(125,000)	(125,000)	(125,000)	-
Net change in fund balance	27,719	27,719	113,788	86,069
Fund balance - January 1	954,472	954,472	954,472	-
Fund balance - December 31	$ 982,191	$ 982,191	$ 1,068,260	$ 86,069

City of Sheboygan, Wisconsin

REDEVELOPMENT AUTHORITY SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 22,000	$ 22,000	$ 22,334	$ 334
Miscellaneous	102,000	102,000	1,400	(100,600)
Total revenues	124,000	124,000	23,734	(100,266)
EXPENDITURES				
Current				
Conservation and development	50,000	51,275	46,622	4,653
Capital outlay	-	-	117,905	(117,905)
Total expenditures	50,000	51,275	164,527	(113,252)
Net change in fund balance	74,000	72,725	(140,793)	(213,518)
Fund balance - January 1	(448,496)	(448,496)	(448,496)	-
Fund balance - December 31	$ (374,496)	$ (375,771)	$ (589,289)	$ (213,518)

City of Sheboygan, Wisconsin

MUNICIPAL COURT SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Fines and forfeits	$ 750,000	$ 750,000	$ 827,258	$ 77,258
Public charges for services	2,800	2,800	4,132	1,332
Miscellaneous	-	-	2,913	2,913
Total revenues	752,800	752,800	834,303	81,503
EXPENDITURES				
Current				
General government	491,318	491,318	508,078	(16,760)
Culture and recreation	1,656	1,656	211	1,445
Total expenditures	492,974	492,974	508,289	(15,315)
Excess of revenues over expenditures	259,826	259,826	326,014	66,188
OTHER FINANCING USES				
Transfers out	(260,823)	(260,823)	(296,077)	(35,254)
Net change in fund balance	(997)	(997)	29,937	30,934
Fund balance - January 1	-	-	-	-
Fund balance - December 31	$ (997)	$ (997)	$ 29,937	$ 30,934

City of Sheboygan, Wisconsin

AMBULANCE SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Intergovernmental	$ -	$ -	$ 9,480	$ 9,480
Public charges for services	1,150,000	1,150,000	1,522,303	372,303
Miscellaneous	1,800	1,800	3,292	1,492
Total revenues	1,151,800	1,151,800	1,535,075	383,275
EXPENDITURES				
Current				
Public safety	738,101	738,101	643,105	94,996
Debt service				
Principal	-	-	94,695	(94,695)
Interest and fiscal charges	-	-	11,761	(11,761)
Total expenditures	738,101	738,101	749,561	(11,460)
Excess of revenues over expenditures	413,699	413,699	785,514	371,815
OTHER FINANCING USES				
Transfers out	(413,699)	(413,699)	(919,670)	(505,971)
Net change in fund balance	-	-	(134,156)	(134,156)
Fund balance - January 1	655,364	655,364	655,364	-
Fund balance - December 31	$ 655,364	$ 655,364	$ 521,208	$ (134,156)

City of Sheboygan, Wisconsin

STORM WATER SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Public charges for services	$ 18,500	$ 18,500	$ 10,019	$ (8,481)
Miscellaneous	700	700	3,573	2,873
Total revenues	19,200	19,200	13,592	(5,608)
EXPENDITURES				
Current				
Public works	59,000	60,464	-	60,464
Net change in fund balance	(39,800)	(41,264)	13,592	54,856
Fund balance - January 1	124,223	124,223	124,223	-
Fund balance - December 31	$ 84,423	$ 82,959	$ 137,815	$ 54,856

City of Sheboygan, Wisconsin

PARK FORESTRY & OPEN SPACE SPECIAL REVENUE FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 110,000	$ 110,000	$ 110,000	$ -
Miscellaneous	500	500	13,240	12,740
Total revenues	110,500	110,500	123,240	12,740
EXPENDITURES				
Current				
Culture and recreation	-	-	1,731	(1,731)
Capital outlay	110,000	110,000	66,277	43,723
Total expenditures	110,000	110,000	68,008	41,992
Net change in fund balance	500	500	55,232	54,732
Fund balance - January 1	46,495	46,495	46,495	-
Fund balance - December 31	$ 46,995	$ 46,995	$ 101,727	$ 54,732

City of Sheboygan, Wisconsin

CAPITAL PROJECTS TAX LEVY FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 1,690,775	$ 1,690,775	$ 1,604,815	$ (85,960)
Intergovernmental	8,359,913	8,359,913	2,180,340	(6,179,573)
Miscellaneous	404,500	424,500	329,847	(94,653)
Total revenues	10,455,188	10,475,188	4,115,002	(6,360,186)
EXPENDITURES				
Capital outlay	13,051,021	17,260,974	7,897,506	9,363,468
Excess of revenues over (under) expenditures	(2,595,833)	(6,785,786)	(3,782,504)	3,003,282
OTHER FINANCING SOURCES (USES)				
Proceeds from sale of capital assets	49,000	49,000	5,000	(44,000)
Transfers in	125,000	125,000	125,000	-
Transfers out	(7,817)	(7,817)	(6,000)	1,817
Total other financing sources (uses)	166,183	166,183	124,000	(42,183)
Net change in fund balance	(2,429,650)	(6,619,603)	(3,658,504)	2,961,099
Fund balance - January 1	9,025,603	9,025,603	9,025,603	-
Fund balance - December 31	$ 6,595,953	$ 2,406,000	$ 5,367,099	$ 2,961,099

City of Sheboygan, Wisconsin

CAPITAL PROJECTS TIF DISTRICTS FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Miscellaneous	$ -	$ -	$ 91,495	$ 91,495
EXPENDITURES				
Current				
Conservation and development	146,517	155,917	158,497	(2,580)
Debt service				
Interest and fiscal charges	-	-	14,176	(14,176)
Capital outlay	5,721,400	7,113,093	3,078,041	4,035,052
Total expenditures	5,867,917	7,269,010	3,250,714	4,018,296
Excess of revenues over (under) expenditures	(5,867,917)	(7,269,010)	(3,159,219)	4,109,791
OTHER FINANCING SOURCES				
Long-term debt issued	5,381,400	5,381,400	4,032,000	(1,349,400)
Premium on debt issued	-	-	49,025	49,025
Transfers in	25,000	25,000	1,542,311	1,517,311
Total other financing sources	5,406,400	5,406,400	5,623,336	216,936
Net change in fund balance	(461,517)	(1,862,610)	2,464,117	4,326,727
Fund balance - January 1	(1,080,533)	(1,080,533)	(1,080,533)	-
Fund balance - December 31	$ (1,542,050)	$ (2,943,143)	$ 1,383,584	$ 4,326,727

City of Sheboygan, Wisconsin

CAPITAL PROJECTS BONDED FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Miscellaneous	$ -	$ -	$ 62,454	62,454
EXPENDITURES				
Current				
Conservation and development	-	32,615	25,657	6,958
Debt service				
Interest and fiscal charges	-	-	50,628	(50,628)
Capital outlay	4,315,126	5,349,703	3,907,559	1,442,144
Total expenditures	4,315,126	5,382,318	3,983,844	1,398,474
Excess of revenues over (under) expenditures	(4,315,126)	(5,382,318)	(3,921,390)	1,460,928
OTHER FINANCING SOURCES (USES)				
Long-term debt issued	5,397,126	5,397,126	5,200,000	(197,126)
Premium on debt issued	-	-	291,985	291,985
Proceeds from sale of capital assets	15,000	15,000	-	(15,000)
Transfers out	(1,097,000)	(1,097,000)	(1,097,000)	-
Total other financing sources (uses)	4,315,126	4,315,126	4,394,985	79,859
Net change in fund balance	-	(1,067,192)	473,595	1,540,787
Fund balance - January 1	1,401,238	1,401,238	1,401,238	-
Fund balance - December 31	$ 1,401,238	$ 334,046	$ 1,874,833	$ 1,540,787

City of Sheboygan, Wisconsin

DEBT SERVICE GO DEBT FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 3,421,889	$ 3,421,889	$ 3,421,889	$ -
Miscellaneous	517,965	517,965	831,436	313,471
Total revenues	3,939,854	3,939,854	4,253,325	313,471
EXPENDITURES				
Current				
General government	-	-	5,100	(5,100)
Debt service				
Principal	8,167,502	8,167,502	12,716,363	(4,548,861)
Interest and fiscal charges	1,206,852	1,206,852	1,283,148	(76,296)
Total expenditures	9,374,354	9,374,354	14,004,611	(4,630,257)
Excess of revenues under expenditures	(5,434,500)	(5,434,500)	(9,751,286)	(4,316,786)
OTHER FINANCING SOURCES (USES)				
Long-term debt issued	-	-	4,390,000	4,390,000
Premium on debt issued	-	-	437,761	437,761
Transfers in	810,000	810,000	308,105	(501,895)
Transfers out	(499,486)	(499,486)	(499,486)	-
Total other financing sources (uses)	310,514	310,514	4,636,380	4,325,866
Net change in fund balance	(5,123,986)	(5,123,986)	(5,114,906)	9,080
Fund balance - January 1	12,524,196	12,524,196	12,524,196	-
Fund balance - December 31	$ 7,400,210	$ 7,400,210	$ 7,409,290	$ 9,080

City of Sheboygan, Wisconsin

DEBT SERVICE TIF DISTRICTS FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Taxes	$ 3,936,292	$ 3,936,292	$ 4,034,951	$ 98,659
Intergovernmental	52,471	52,471	91,520	39,049
Miscellaneous	22,500	22,500	151,733	129,233
Total revenues	4,011,263	4,011,263	4,278,204	266,941
EXPENDITURES				
Current				
Conservation and development	197,069	197,069	-	197,069
Debt service				
Principal	5,369,951	5,369,951	5,369,951	-
Interest and fiscal charges	408,220	411,070	836,837	(425,767)
Total expenditures	5,975,240	5,978,090	6,206,788	(228,698)
Excess of revenues over (under) expenditures	(1,963,977)	(1,966,827)	(1,928,584)	38,243
OTHER FINANCING SOURCES (USES)				
Long-term debt issued	-	-	193,000	193,000
Premium on debt issued	-	-	156,767	156,767
Transfers in	274,486	274,486	1,084,486	810,000
Transfers out	-	-	(2,105,000)	(2,105,000)
Total other financing sources (uses)	274,486	274,486	(670,747)	(945,233)
Net change in fund balance	(1,689,491)	(1,692,341)	(2,599,331)	(906,990)
Fund balance - January 1	6,648,765	6,648,765	6,648,765	-
Fund balance - December 31	$ 4,959,274	$ 4,956,424	$ 4,049,434	$ (906,990)

City of Sheboygan, Wisconsin

CEMETERY PERPETUAL CARE PERMANENT FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive
	Original	Final	Actual	(Negative)
REVENUES				
Public charges for services	$ 9,400	$ 9,400	$ 13,852	$ 4,452
Miscellaneous	8,500	8,500	42,523	34,023
Total revenues	17,900	17,900	56,375	38,475
EXPENDITURES				
Current				
Health and human services	750	750	-	750
Excess of revenues over expenditures	17,150	17,150	56,375	39,225
OTHER FINANCING USES				
Transfers out	(1,250)	(1,250)	(15,000)	(13,750)
Net change in fund balance	15,900	15,900	41,375	25,475
Fund balance - January 1	908,758	908,758	908,758	-
Fund balance - December 31	$ 924,658	$ 924,658	$ 950,133	$ 25,475

City of Sheboygan, Wisconsin

LIBRARY TRUST PERMANENT FUND
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL
FOR THE YEAR ENDED DECEMBER 31, 2019

	Budgeted Amounts			Variance with Final Budget - Positive (Negative)
	Original	Final	Actual	
REVENUES				
Miscellaneous	$ 15,500	$ 15,500	$ 274,800	$ 259,300
OTHER FINANCING USES				
Transfers out	-	-	(294,065)	(294,065)
Net change in fund balance	15,500	15,500	(19,265)	(34,765)
Fund balance - January 1	1,536,724	1,536,724	1,536,724	-
Fund balance - December 31	$ 1,552,224	$ 1,552,224	$ 1,517,459	$ (34,765)

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF NET POSITION
NONMAJOR ENTERPRISE FUNDS
DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION AS OF DECEMBER 31, 2018

	Parking Facility	Boat Facility	Totals 2019	Totals 2018
ASSETS				
Current assets				
Cash and investments	$ 391,145	$ -	$ 391,145	$ 478,024
Receivables				
Taxes and special charges	17,554	-	17,554	21,694
Customer accounts	35,304	-	35,304	46,669
Special assessments	207,774	-	207,774	84,676
Total current assets	651,777	-	651,777	631,063
Other assets				
Net pension asset	-	-	-	18,246
Capital assets				
Nondepreciable	716,258	-	716,258	716,258
Depreciable, net	491,695	576,054	1,067,749	1,126,705
Total capital assets	1,207,953	576,054	1,784,007	1,842,963
Total noncurrent assets	1,207,953	576,054	1,784,007	1,861,209
Total assets	1,859,730	576,054	2,435,784	2,492,272
DEFERRED OUTFLOWS OF RESOURCES				
Pension related amounts	60,829	-	60,829	33,365
Other postemployment related amounts	425	-	425	457
Total deferred outflows of resources	61,254	-	61,254	33,822
LIABILITIES				
Current liabilities				
Accounts payable	25,015	967	25,982	28,885
Accrued and other current liabilities	5,161	-	5,161	4,967
Due to other funds	-	112,079	112,079	59,019
Due to other governments	2,795	2,600	5,395	2,798
Special deposits	21,952	-	21,952	21,225
Unearned revenue	-	89	89	90
Total current liabilities	54,923	115,735	170,658	116,984
Long-term obligations, less current portion				
Net pension liability	22,399	-	22,399	-
Other postemployment benefits	3,560	-	3,560	4,227
Total long-term liabilities	25,959	-	25,959	4,227
Total liabilities	80,882	115,735	196,617	121,211
DEFERRED INFLOWS OF RESOURCES				
Pension related amounts	30,871	-	30,871	35,980
Other postemployment related amounts	1,141	-	1,141	127
Total deferred inflows of resources	32,012	-	32,012	36,107
NET POSITION				
Net investment in capital assets	1,207,953	576,054	1,784,007	1,842,963
Restricted for pension	-	-	-	18,246
Unrestricted	600,137	(115,735)	484,402	507,567
Total net position	$ 1,808,090	$ 460,319	$ 2,268,409	$ 2,368,776

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Parking Facility	Boat Facility	Totals 2019	Totals 2018
OPERATING REVENUES				
Charges for services	$ 519,314	$ 53,581	$ 572,895	$ 451,666
Other	5,342	-	5,342	6,120
Total operating revenues	524,656	53,581	578,237	457,786
OPERATING EXPENSES				
Personal services	199,209	-	199,209	191,729
Contractual services	254,462	108,131	362,593	272,833
Supplies and materials	58,070	-	58,070	43,221
Insurance	683	-	683	647
Other	-	-	-	5,594
Depreciation	12,234	64,470	76,704	66,368
Total operating expenses	524,658	172,601	697,259	580,392
Operating loss	(2)	(119,020)	(119,022)	(122,606)
NONOPERATING REVENUES				
Interest income	11,146	-	11,146	3,168
Gain on disposal of capital assets	27	-	27	4,374
Total nonoperating revenues	11,173	-	11,173	7,542
Income (loss) before transfers	11,171	(119,020)	(107,849)	(115,064)
Transfers in	7,482	-	7,482	5,877
Change in net position	18,653	(119,020)	(100,367)	(109,187)
Net position - January 1	1,789,437	579,339	2,368,776	2,477,963
Net position - December 31	$ 1,808,090	$ 460,319	$ 2,268,409	$ 2,368,776

COMBINING STATEMENT OF CASH FLOWS
NONMAJOR ENTERPRISE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019
WITH SUMMARIZED FINANCIAL INFORMATION FOR THE YEAR ENDED DECEMBER 31, 2018

	Parking Facility	Boat Facility	Totals 2019	Totals 2018
CASH FLOWS FROM OPERATING ACTIVITIES				
Cash received from customers	$ 540,885	$ 53,580	$ 594,465	$ 452,890
Cash paid for employee wages and benefits	(190,564)	-	(190,564)	(190,071)
Cash paid to suppliers	(315,009)	(106,640)	(421,649)	(328,734)
Net cash provided (used) by operating activities	35,312	(53,060)	(17,748)	(65,915)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Transfer in (out)	7,482	-	7,482	5,877
Advances to other funds	-	53,060	53,060	59,019
Net cash provided by noncapital financing activities	7,482	53,060	60,542	64,896
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Acquisition of capital assets	(17,748)	-	(17,748)	(303,672)
Sale of capital assets	27	-	27	4,374
Special assessments assessed	(123,098)	-	(123,098)	45,754
Net cash used by capital and related financing activities	(140,819)	-	(140,819)	(253,544)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest received	11,146	-	11,146	3,168
Change in cash and cash equivalents	(86,879)	-	(86,879)	(251,395)
Cash and cash equivalents - January 1	478,024	-	478,024	729,419
Cash and cash equivalents - December 31	$ 391,145	$ -	$ 391,145	$ 478,024
RECONCILIATION OF OPERATING LOSS TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES				
Operating loss	$ (2)	$ (119,020)	$ (119,022)	$ (122,606)
Adjustments to reconcile operating loss to net cash provided (used) by operating activities				
Depreciation	12,234	64,470	76,704	66,368
Change in liability (asset) and deferred outflows and inflows of resources				
Change in WRS Asset/Liability	40,645	-	40,645	(22,387)
Change in WRS Deferred Outflow	(27,464)	-	(27,464)	(181)
Change in WRS Deferred Inflow	(5,109)	-	(5,109)	22,887
Change in OPEB Liability	(667)	-	(667)	738
Change in OPEB Deferred Outflow	32	-	32	(457)
Change in OPEB Deferred Inflow	1,014	-	1,014	127
Change in operating assets and liabilities				
Accounts receivables	15,505	-	15,505	(25,768)
Accounts payable	(1,794)	(1,109)	(2,903)	(6,439)
Accrued and other current liabilities	194	-	194	931
Due to other governments	(3)	2,600	2,597	(352)
Customer deposits	727	-	727	21,225
Unearned revenue	-	(1)	(1)	(1)
Net cash provided (used) by operating activities	$ 35,312	$ (53,060)	$ (17,748)	$ (65,915)
Reconciliation of cash and cash equivalents to the statement of net position				
Cash and cash equivalents in current assets	$ 391,145	$ -	$ 391,145	$ 478,024
Noncash capital and related financing activities				
None				

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF NET POSITION
INTERNAL SERVICE FUNDS
DECEMBER 31, 2019

	Motor Vehicle	Data Processing	Health Self Insurance
ASSETS			
Current assets			
Cash and investments	$ 4,114,985	$ 426,583	$ 4,541,621
Receivables			
Accounts	422	193	-
Due from other governments	-	1,055	-
Inventories and prepaid items	-	-	-
Total current assets	4,115,407	427,831	4,541,621
Other assets			
Investment in CVMIC	-	-	-
Capital assets			
Depreciable, net	4,046,953	636,689	-
Total assets	8,162,360	1,064,520	4,541,621
DEFERRED OUTFLOWS OF RESOURCES			
Pension related amounts	236,157	236,485	55,027
Other postemployment related amounts	1,665	1,641	382
Total deferred outflows of resources	237,822	238,126	55,409
LIABILITIES			
Current liabilities			
Accounts payable	31,306	7,007	25,010
Accrued and other current liabilities	25,957	30,954	429,618
Unearned revenue	-	328	-
Total current liabilities	57,263	38,289	454,628
Long-term obligations,			
Net pension liability	87,810	86,526	20,152
Other postemployment benefits	13,957	13,753	3,203
Total noncurrent liabilities	101,767	100,279	23,355
Total liabilities	159,030	138,568	477,983
DEFERRED INFLOWS OF RESOURCES			
Pension related amounts	121,024	119,254	27,774
Other postemployment related amounts	4,473	4,407	1,026
Total deferred inflows of resources	125,497	123,661	28,800
NET POSITION			
Net investment in capital assets	4,046,953	636,689	-
Unrestricted	4,068,702	403,728	4,090,247
Total net position	$ 8,115,655	$ 1,040,417	$ 4,090,247

Workers Compensation Self Insurance	General Liability Self Insurance	Total
$ 2,333,439	$ 578,786	$ 11,995,414
-	-	615
-	-	1,055
-	52,532	52,532
2,333,439	631,318	12,049,616
-	2,205,665	2,205,665
-	-	4,683,642
2,333,439	2,836,983	18,938,923
41,220	-	568,889
289	-	3,977
41,509	-	572,866
6,642	2,554	72,519
55,734	111,422	653,685
-	-	328
62,376	113,976	726,532
15,250	-	209,738
2,424	-	33,337
17,674	-	243,075
80,050	113,976	969,607
21,019	-	289,071
777	-	10,683
21,796	-	299,754
-	-	4,683,642
2,273,102	2,723,007	13,558,786
$ 2,273,102	$ 2,723,007	$ 18,242,428

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019

	Motor Vehicle	Data Processing	Health Self Insurance
OPERATING REVENUES			
Interdepartmental charges for services	$ 1,810,250	$ 961,709	$ 6,798,404
Other	1,238	-	-
Total operating revenues	1,811,488	961,709	6,798,404
OPERATING EXPENSES			
Personal services	549,389	616,226	144,032
Contractual services	644,327	308,535	258,564
Supplies and materials	292,152	27,578	49
Insurance	49,678	-	6,026,266
Other	-	-	210,000
Depreciation	807,418	89,853	-
Total operating expenses	2,342,964	1,042,192	6,638,911
Operating income (loss)	(531,476)	(80,483)	159,493
NONOPERATING REVENUES			
Interest income	106,774	11,062	117,767
Gain on disposal of capital assets	31,289	-	-
Total nonoperating revenues	138,063	11,062	117,767
Income (loss) before transfers	(393,413)	(69,421)	277,260
Transfers in	1,097,000	-	-
Transfers out	(125,000)	-	-
Change in net position	578,587	(69,421)	277,260
Net position - January 1	7,537,068	1,109,838	3,812,987
Net position - December 31	$ 8,115,655	$ 1,040,417	$ 4,090,247

Workers Compensation Self Insurance	General Liability Self Insurance	Total
$ 610,992	$ 149,404	$ 10,330,759
-	34,499	35,737
610,992	183,903	10,366,496
149,644	-	1,459,291
26,686	11,746	1,249,858
-	-	319,779
264,101	117,240	6,457,285
-	-	210,000
-	-	897,271
440,431	128,986	10,593,484
170,561	54,917	(226,988)
60,507	11,134	307,244
-	-	31,289
60,507	11,134	338,533
231,068	66,051	111,545
-	-	1,097,000
-	-	(125,000)
231,068	66,051	1,083,545
2,042,034	2,656,956	17,158,883
$ 2,273,102	$ 2,723,007	$ 18,242,428

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019

	Motor Vehicle	Data Processing	Health Self Insurance
CASH FLOWS FROM OPERATING ACTIVITIES			
Cash received from other departments	$ 1,811,066	$ 960,789	$ 6,798,404
Cash paid for employee wages and benefits	(517,061)	(582,839)	(364,724)
Cash paid to suppliers	(1,044,544)	(381,782)	(6,480,241)
Net cash provided (used) by operating activities	249,461	(3,832)	(46,561)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES			
Transfer in	972,000	-	-
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES			
Acquisition of capital assets	(505,177)	(407,175)	-
Sale of capital assets	44,489	-	-
Net cash used by capital and related financing activities	(460,688)	(407,175)	-
CASH FLOWS FROM INVESTING ACTIVITIES			
Interest received	106,774	11,062	117,767
Change in cash and cash equivalents	867,547	(399,945)	71,206
Cash and cash equivalents - January 1	3,247,438	826,528	4,470,415
Cash and cash equivalents - December 31	$ 4,114,985	$ 426,583	$ 4,541,621

Workers Compensation Self Insurance	General Liability Self Insurance	Total
$ 610,992	$ 287,143	$ 10,468,394
(143,671)	-	(1,608,295)
(286,199)	(219,934)	(8,412,700)
181,122	67,209	447,399
-	-	972,000
-	-	(912,352)
-	-	44,489
-	-	(867,863)
60,507	11,134	307,244
241,629	78,343	858,780
2,091,810	500,443	11,136,634
$ 2,333,439	$ 578,786	$ 11,995,414

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF CASH FLOWS
INTERNAL SERVICE FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2019

	Motor Vehicle	Data Processing	Health Self Insurance
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES			
Operating income (loss)	$ (531,476)	$ (80,483)	$ 159,493
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities			
Depreciation	807,418	89,853	-
Change in liability (asset) and deferred outflows and inflows of resources			
Change in WRS Asset/Liability	166,177	163,912	37,014
Change in WRS Deferred Outflow	(97,596)	(99,830)	(24,487)
Change in WRS Deferred Inflow	(33,514)	(33,350)	(5,478)
Change in OPEB Liability	(4,197)	(4,173)	(703)
Change in OPEB Deferred Outflow	298	298	40
Change in OPEB Deferred Inflow	3,927	3,868	909
Change in operating assets and liabilities			
Accounts receivables	(422)	(1,248)	-
Inventories and prepaid items	-	-	-
Accounts payable	(58,387)	(45,669)	14,638
Accrued and other current liabilities	(2,767)	2,662	(227,987)
Unearned revenue	-	328	-
Net cash provided (used) by operating activities	$ 249,461	$ (3,832)	$ (46,561)
Reconciliation of cash and cash equivalents to the statement of net position			
Cash and cash equivalents in current assets	$ 4,114,985	$ 426,583	$ 4,541,621
Noncash capital and related financing activities			
None			

Workers Compensation Self Insurance	General Liability Self Insurance	Total
$ 170,561	$ 54,917	$ (226,988)
-	-	897,271
27,912	-	395,015
(18,196)	-	(240,109)
(3,951)	-	(76,293)
(509)	-	(9,582)
28	-	664
689	-	9,393
-	103,240	101,570
-	(3,376)	(3,376)
6,642	(13,291)	(96,067)
(2,054)	(74,281)	(304,427)
-	-	328
$ 181,122	$ 67,209	$ 447,399
$ 2,333,439	$ 578,786	$ 11,995,414

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2019

	Property Tax Collection	Business Improvement District	Totals
ASSETS			
Cash and investments	$ 15,191,354	$ 6,542	$ 15,197,896
Receivables			
Taxes	-	141,523	141,523
Special assessments	-	18,200	18,200
TOTAL ASSETS	$ 15,191,354	$ 166,265	$ 15,357,619
LIABILITIES			
Accounts payable	$ 90,737	$ -	$ 90,737
Due to other governments	15,100,617	166,265	15,266,882
TOTAL LIABILITIES	$ 15,191,354	$ 166,265	$ 15,357,619

The notes to the basic financial statements are an integral part of this statement.

City of Sheboygan, Wisconsin

COMBINING STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
DECEMBER 31, 2019

	Property Tax Collection	Business Improvement District	Totals
ADDITIONS			
Taxes, special charges and assessments collected	$ 30,860,332	$ 153,658	$ 31,013,990
DEDUCTIONS			
Payments to other taxing districts	30,860,332	153,658	31,013,990
Net position - January 1	-	-	-
Net position - December 31	$ -	$ -	$ -

The notes to the basic financial statements are an integral part of this statement.

ADDITIONAL INDEPENDENT AUDITORS' REPORT FOR BASIC FINANCIAL STATEMENTS

CliftonLarsonAllen LLP
CLAconnect.com

Independent auditors' report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with *Government Auditing Standards*

To the Mayor Michael Vandersteen and the Common Council
City of Sheboygan, Wisconsin

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Sheboygan, Wisconsin, (the "City") as of and for the year ended December 31, 2019, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated July 30, 2020. Our report includes a reference to other auditors who audited the financial statements of the Water Utility Enterprise Fund of the City of Sheboygan, Wisconsin, as described in our report on the City of Sheboygan, Wisconsin's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported separately by those auditors. The financial statements of the Water Utility Enterprise Fund were not audited in accordance with *Government Auditing Standards*, and accordingly, this report does not include reporting on internal control over financial reporting or instances of reportable noncompliance associated with the Water Utility Enterprise Fund.

INTERNAL CONTROL OVER FINANCIAL REPORTING

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify certain deficiencies in internal control, described in the accompanying schedule of findings and questioned costs as items 2019-001, 2019-002, and 2019-003 that we consider to be material weaknesses.

COMPLIANCE AND OTHER MATTERS

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

CITY OF SHEBOYGAN'S RESPONSE TO FINDINGS

The City's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

PURPOSE OF THIS REPORT

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sheboygan, Wisconsin
July 30, 2020

FEDERAL AND STATE AWARDS

CliftonLarsonAllen LLP
CLAconnect.com

Independent auditors' report on compliance for each major federal and state program and on internal control over compliance required by the Uniform Guidance and the *State Single Audit Guidelines*

To the Mayor and the Common Council
City of Sheboygan, Wisconsin

REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL AND STATE PROGRAM

We have audited City of Sheboygan, Wisconsin's (the "City") compliance with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Compliance Supplement* and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration that could have a direct and material effect on each of the City's major federal and state programs for the year ended December 31, 2019. The City's major federal and state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

The City's basic financial statements include the operations of the Housing Authority of the City of Sheboygan, Wisconsin, a component unit, which expended $1,132,214 in federal awards which are not included in the City's schedule of expenditures of federal awards during the year ended December 31, 2019. Our audit, described below, did not include the operations of the Housing Authority of the City of Sheboygan, Wisconsin because the organizational unit engaged other auditors to perform an audit of compliance.

MANAGEMENT'S RESPONSIBILITY

Management is responsible for compliance with the requirements of federal and state statutes, regulations, and the terms and conditions of its federal and state awards applicable to its federal and state programs.

AUDITORS' RESPONSIBILITY

Our responsibility is to express an opinion on compliance for each of the City's major federal and state programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration. Those standards, Uniform Guidance and the *State Single Audit Guidelines* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal or state program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal and state program. However, our audit does not provide a legal determination of the City's compliance.

OPINION ON EACH MAJOR FEDERAL AND STATE PROGRAM

In our opinion, the City complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal and state programs for the year ended December 31, 2019.

REPORT ON INTERNAL CONTROL OVER COMPLIANCE

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal or state program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal or state program and to test and report on internal control over compliance in accordance with the Uniform Guidance and the *State Single Audit Guidelines*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and the *State Single Audit Guidelines.* Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Sheboygan, Wisconsin
July 30, 2020

City of Sheboygan, Wisconsin

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2019

Grantor Agency/Federal Program Title	CFDA Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/19	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/19	Total Expenditures	Subrecipient Payment
U.S. DEPARTMENT OF COMMERCE								
Costal Zone Management Administration Awards	11.419	WI Department of Administration	AD179125-018.31	$ (28,438)	$ 28,438	$ -	$ -	$ -
Costal Zone Management Administration Awards	11.419	Sheboygan County	Unknown	(3,463)	3,463	-	-	-
Total Costal Zone Management Administrative Awards				(31,901)	31,901	-	-	-
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT								
Community Development Block Grant Entitlements Grants Cluster								
Community Development Block Grant	14.218	Direct Program	N/A	-	1,146,540	-	1,146,540	-
Community Development Block Grant - Program Income	14.218	Direct Program	N/A	-	516,021	-	516,021	-
Total Community Development Block Grant Entitlement Grants Cluster				-	1,662,561	-	1,662,561	-
U.S. DEPARTMENT OF JUSTICE								
Public Safety Partnership and Community Policing Grant	16.710	WI Department of Justice	Unknown	-	45,060	-	45,060	2,340
Justice Assistance Grant	16.738	WI Department of Justice	2017-DJ-01-12793	-	14,251	-	14,251	-
Total U.S. Department of Justice				-	59,311	-	59,311	2,340
U.S. DEPARTMENT OF TRANSPORTATION								
Federal Transit Cluster								
Federal Transit Formula Grants	20.507	Direct Program	WI-2019-014-00	-	1,225,789	-	1,225,789	-
Federal Transit Formula Grants	20.507	Direct Program	WI-2019-017-00	-	1,429,750	-	1,429,750	-
Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs	20.526	WI Department of Transportation	WI-34-0013-00	-	324,000	-	324,000	-
Total Federal Transit Cluster				-	2,979,539	-	2,979,539	-
Highway Safety Cluster								
National Priority Safety Programs	20.616	WI Department of Transportation	N/A	-	4,000	-	4,000	-
Total U.S. Department of Transportation				-	2,983,539	-	2,983,539	-
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ (31,901)	$ 4,737,312	$ -	$ 4,705,411	$ 2,340

The notes to the schedule of expenditures of federal awards are an integral part of this schedule.

City of Sheboygan, Wisconsin

SCHEDULE OF EXPENDITURES OF STATE AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2019

Grantor Agency/State Program Title	State I.D. Number	Pass-Through Agency	Pass-Through Entity Identifying Number	(Accrued) Deferred Revenue 1/1/19	Cash Received (Refunded)	Accrued (Deferred) Revenue 12/31/19	Total Expenditures	Subrecipient Payment
DEPARTMENT OF TRANSPORTATION								
Elderly and Handicapped Transportation Aids	395.101	Sheboygan County	Unknown	$ (81,619)	$ 330,185	$ 82,855	$ 331,421	$ -
Transit Operating Aids	395.104	Direct Program	N/A	(192,174)	1,094,714	-	902,540	-
Transit Operating Aids - Paratransit	395.104	Direct Program	N/A	-	43,194	-	43,194	-
Total Department of Transportation				(273,793)	1,468,093	82,855	1,277,155	-
DEPARTMENT OF HEALTH SERVICES								
EMS-FAB Grant	435.167	Direct Program	EMS-APPR120-286	-	9,480	-	9,480	-
DEPARTMENT OF JUSTICE								
Drug Crimes Enforcement	455.225	Direct Program	2017-DJ-01-12793	-	9,861	-	9,861	-
Drug Trafficking Resp	455.208	Direct Program	Unknown	-	50,000	-	50,000	-
Beat Patrol Grant	455.275	Direct Program	Unknown	-	169,906	-	169,906	-
Total Department of Justice				-	229,767	-	229,767	-
TOTAL STATE PROGRAMS				$ (273,793)	$ 1,707,340	$ 82,855	$ 1,516,402	$ -

The notes to the schedule of expenditures of state awards are an integral part of this schedule.

City of Sheboygan, Wisconsin

NOTES TO THE SCHEDULES OF EXPENDITURES OF FEDERAL AND STATE AWARDS
FOR THE YEAR ENDED DECEMBER 31, 2019

NOTE 1: BASIS OF PRESENTATION

The accompanying Schedules of Expenditures of Federal and State Awards for the City are presented in accordance with the requirements of Title 2 *U.S. Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the *State Single Audit Guidelines* issued by the Wisconsin Department of Administration.

The Schedules of Expenditures of Federal and State Awards include all federal and state awards of the City. Because the schedules present only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

NOTE 2: SIGNIFICANT ACCOUNTING POLICIES

Revenues and expenditures in the schedules are presented in accordance with the modified accrual basis of accounting and are generally in agreement with revenues and expenditures reported in the City's 2019 fund financial statements. Such expenditures are recognized following the cost principles contained in the Uniform Guidance and State Single Audit Guidelines, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Accrued revenue at year-end consists of federal and state program expenditures scheduled for reimbursement to the City in the succeeding year while unearned revenue represents advances for federal and state programs that exceed recorded City expenditures. Because of subsequent program adjustments, these amounts may differ from the prior year's ending balances.

The City has not elected to charge a de minimis rate of 10% of modified total costs.

NOTE 3: OVERSIGHT AGENCIES

The federal and state oversight agencies for the City are as follows:

Federal - U.S. Department of Transportation
State - Wisconsin Department of Transportation

City of Sheboygan, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

SECTION I - SUMMARY OF AUDITORS' RESULTS

BASIC FINANCIAL STATEMENTS

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
▶ Material weakness(es) identified?	Yes
▶ Significant deficiency(ies) identified?	None Reported
Noncompliance material to basic financial statements noted?	No

FEDERAL AND STATE AWARDS

Internal control over major program:	
▶ Material weakness(es) identified?	No
▶ Significant deficiency(ies) identified?	None Reported
Type of auditors' report issued on compliance for major programs	Unmodified
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	No
Any audit findings disclosed that are required to be reported in accordance with the *State Single Audit Guidelines*?	No

Identification of major federal programs:

CFDA Number	Name of Federal Program
	Federal Transit Cluster
20.507	Federal Transit Formula Grant
20.526	Buses and Bus Facilities Formula, Competitive, and Low or No Emissions Programs

Identification of major state programs:

State ID Number	Name of State Program
395.104	Transit Operating Assistance

Audit threshold used to determine between Type A and Type B programs:	
Federal Awards	$750,000
State Awards	$250,000
Auditee qualified as low-risk auditee	No

City of Sheboygan, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

SECTION II - FINANCIAL STATEMENT FINDINGS

FINDING NO.	CONTROL DEFICIENCIES
2019-001	**Preparation of Annual Financial Report** Repeat Finding of 2018-001
Type of Finding:	Material Weakness in Internal Control over Financial Reporting
Condition:	Current City staff maintain accounting records which reflect the City's financial transactions; however, preparing the City's comprehensive annual financial report, including note disclosures, involves the selection and application of specific accounting principles which would require additional experience and knowledge. The City contracts with us and our knowledge of applicable accounting principles, financial statement formats, and note disclosures to assist in the preparation of the annual financial report in an efficient manner. For the same reasons, the City contracts with us to compile the Wisconsin Municipal Report Form C.
Context:	The City engages CliftonLarsonAllen LLP (CLA) to assist in preparing its financial statements and accompanying disclosures. However, as independent auditors, CLA cannot be considered part of the City's internal control system. As part of its internal control over preparation of its financial statements, including disclosures, the City has implemented a comprehensive review procedure to ensure that the financial statements, including note disclosures, are complete and accurate. Such review procedures should be performed by an individual possessing a thorough understanding of accounting principles generally accepted in the United States of America and knowledge of the City's activities and operations.
Criteria:	The preparation and review of the annual financial report and Municipal Financial Report by staff with expertise in financial reporting is an internal control intended to prevent, detect and correct a potential omission or misstatement in the financial statements or notes or other required State Financial reports.
Cause:	City management currently does not have the time and experience necessary to prepare a complete comprehensive annual financial report in accordance with applicable accounting standards.
Effect:	The City may not be able to completely prepare an annual financial report in accordance with accounting principles generally accepted in the United States of America.
Recommendation:	We recommend the City continue reviewing the annual financial report. A thorough review of this information by appropriate staff of the City is necessary to obtain a complete and adequate understanding of the City's annual financial report and Municipal Financial Report.
Views of responsible officials:	Management agrees with the finding. Refer to the management response per the corrective action plan.

City of Sheboygan, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

FINDING NO.	CONTROL DEFICIENCIES
2019-002	**Adjustments to the City's Financial Records** Repeat Finding of 2018-002
Type of Finding:	Material Weakness in Internal Control over Financial Reporting
Condition:	As part of our audit, we proposed adjusting journal entries that were material to the City's financial statements.
Context:	While performing audit procedures, it was noted that there are weaknesses in internal control related to year end closing procedures.
Criteria:	Material adjusting journal entries proposed by the auditors are considered to be an internal control deficiency.
Cause:	Due to additional turnover within the Finance department, the City has been behind with the preparation of account reconciliations and year end adjusting and closing entries.
Effect:	Year-end financial records prepared by the City contain material misstatements.
Recommendation:	We recommend the City continue to evaluate its internal control environment including month end and year end procedures related to account reconciliations and year end adjusting and closing entries.
Views of responsible officials:	Management agrees with the finding. Refer to the management response per the corrective action plan.

City of Sheboygan, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

FINDING NO.	CONTROL DEFICIENCIES
2019-003	**General Ledger Reconciliations** Repeat Finding of 2018-003
Type of Finding:	Material Weakness in Internal Control over Financial Reporting
Condition:	Bank accounts and other significant balance sheet accounts were not consistently reconciled on a timely basis throughout the year.
Context:	While performing audit procedures, it was noted that management does not have sufficient internal controls in place related to month end and year end procedures, and as a result, bank reconciliations and reconciliations of significant balance sheet accounts are not consistently completed in a timely manner.
Criteria:	Verification of City balances to supporting documentation is a key control intended to prevent or decrease the occurrence of financial reporting errors or intentional fraud.
Cause:	The City continues to have turnover within the finance department which has effected the City's ability to implement month end and year end procedures.
Effect:	Errors or intentional fraud could occur and not be detected timely by other employees in the normal course of their responsibilities.
Recommendation:	We recommend the City implement procedures to ensure that all significant balance sheet accounts are reconciled consistently throughout the year. In addition, we recommend that the City identify opportunities to cross-train employees to ensure that procedures are consistently followed.
Views of responsible officials:	Management agrees with the finding. Refer to the management response per the corrective action plan.

City of Sheboygan, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

SECTION III - FEDERAL AND STATE AWARD FINDINGS AND QUESTIONED COSTS

There are no audit findings or questioned costs that are required to be reported under the Uniform Guidance and the State Single Audit Guidelines for the year ended December 31, 2019.

City of Sheboygan, Wisconsin

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED DECEMBER 31, 2019

SECTION IV - OTHER ISSUES

1. Does the auditor have substantial doubt as to the auditee's ability to continue as a going concern? No

2. Does the audit report show audit issues (i.e. material non-compliance, non-material non-compliance, questioned cost, material weakness, significant deficiencies, management letter comment, excess revenue or excess reserve) related to grant/contracts with funding agencies that require audits to be in accordance with the *State Single Audit Guidelines*:

Department of Transportation	Yes
Department of Health Services	Yes
Department of Justice	Yes

3. Was a Management Letter or other document conveying audit comments issued as a result of this audit? No

4. Name and signature of partner

Bryan Grunewald, CPA

5. Date of report July 30, 2020

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred Res. No. 80-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to execute a Hold Harmless Agreement with Eighth Street Investments, LLC regarding the use of the former Wisconsin Bank & Trust building at 604 North 8th Street as a polling place; 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

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Res. No. 80 - 20 - 21. By Alderpersons Donohue and Bohren.
September 8, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Hold Harmless Agreement with Eighth Street Investments, LLC regarding the use of the former Wisconsin Bank & Trust building at 604 North 8th Street as a polling place.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Hold Harmless Agreement, a copy of which is attached hereto.

FHP

_____

_____

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

HOLD HARMLESS AGREEMENT

In consideration of Eighth Street Investments, LLC (the "Owner") allowing the City of Sheboygan to use the former Wisconsin Bank and Trust Building at 604 N. 8th Street, Sheboygan, Wisconsin on November 3, 2020 as a polling place (including setup with no public access the day prior), the City hereby agrees to hold harmless and defend the Owner from and against any and all claims, liabilities, damages, or loss directly related to any negligence or willful misconduct of the City or its officials in conducting the election activities on the Owner's premises.

Owner: EIGHTH STREET INVESTMENTS, LLC

By: _____
Paul Weaver
Sole Member

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Attest: _____
Meredith DeBruin
City Clerk

Date: _____

Signatures of City officials are authorized by Res. No. _____-20-21.

HOLD HARMLESS AGREEMENT

In consideration of Eighth Street Investments, LLC (the "Owner") allowing the City of Sheboygan to use the former Wisconsin Bank and Trust Building at 604 N. 8th Street, Sheboygan, Wisconsin on November 3, 2020 as a polling place (including setup with no public access the day prior), the City hereby agrees to hold harmless and defend the Owner from and against any and all claims, liabilities, damages, or loss directly related to any negligence or willful misconduct of the City or its officials in conducting the election activities on the Owner's premises.

Owner: EIGHTH STREET INVESTMENTS, LLC

By: _____
Paul Weaver
Sole Member

Date: 9-17-20

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Attest: _____
Meredith DeBruin
City Clerk

Date: _____

Signatures of City officials are authorized by Res. No. _____-20-21.

HOLD HARMLESS AGREEMENT

In consideration of Eighth Street Investments, LLC (the "Owner") allowing the City of Sheboygan to use the former Wisconsin Bank and Trust Building at 604 N. 8th Street, Sheboygan, Wisconsin on November 3, 2020 as a polling place (including setup with no public access the day prior), the City hereby agrees to hold harmless and defend the Owner from and against any and all claims, liabilities, damages, or loss directly related to any negligence or willful misconduct of the City or its officials in conducting the election activities on the Owner's premises.

Owner: EIGHTH STREET INVESTMENTS, LLC

By: _____
Paul Weaver
Sole Member

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Attest: _____
Meredith DeBruin
City Clerk

Date: September 24, 2020

Signatures of City officials are authorized by Res. No. 80-20-21.

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 21, 2020.

Your Committee to whom was referred Res. No. 84-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to extend the existing contract with Kiel Sand & Gravel, Inc. for the transportation and disposition of Class A biosolids from the Wastewater Treatment Plant; 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

4.8

Res. No. 84 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 8, 2020.

A RESOLUTION authorizing the appropriate City officials to extend the existing contract with Kiel Sand & Gravel, Inc. for the transportation and disposition of Class A biosolids from the Wastewater Treatment Plant.

WHEREAS, in 2018, the City entered into an agreement with Kiel Sand & Gravel, Inc. ("Kiel Sand & Gravel") for the transportation and disposition of Class A biosolids from the Wastewater Treatment Plant; and

WHEREAS, the original agreement with Kiel Sand & Gravel is set to expire at the end of 2020; and

WHEREAS, it is in the best interest of the City to extend its relationship with Kiel Sand & Gravel under the terms set forth in the attached Extension.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Extension with Kiel Sand & Gravel.

Public Works

Dean Dekker

Ben Sorenson

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

EXTENSION OF CONTRACT REGARDING TRANSPORTATION AND DISPOSITION OF CLASS A BIOSOLIDS

In March 2018, the City of Sheboygan (the "City") and Kiel Sand & Gravel, Inc. ("Contractor") entered into a Contract for "transportation and disposition of Bio solids having a designation of Class A by the Wisconsin Department of Natural Resources" (the "Contract"). This Extension extends the Contract as described below.

Section 1. Background

In 2018, the City issued a Request for Proposals for Transport and Disposition of Dried Biosolids (Bid # 1941-18). The Request for Proposals indicated the City would entertain proposals for up to a three year initial agreement, and that the City reserved the right to extend the relationship at its discretion, pending mutual agreement and acceptance between the parties.

Contractor was the selected vendor of the necessary transport and disposition services and, in March 2018, the City and Contractor entered into the Contract. The initial term of the Contract is calendar years 2018, 2019, and 2020.

The City desires, and Contractor agrees, to extend this contractual relationship as set forth in this Extension.

Section 2. Term

This Extension shall be for calendar years 2021, 2022, and 2023 ("Initial Extension Term"). This Extension shall automatically renew for seven subsequent one year terms (covering calendar years 2024, 2025, 2026, 2027, 2028, 2029, and 2030) ("Subsequent One Year Terms") on the same terms as the Initial Extension Term, unless either party provides written notice to the other party at least 270 days before the start of a Subsequent One Year Term.

In the event that Contractor defaults in its obligations under the Contract and this Extension, the City may provide written notice to Contractor of its default which sets forth a reasonable amount of time to cure the default. If Contractor fails to remedy the default within that time period, the City may terminate the Extension and seek damages incurred as a result of Contractor's default.

Section 3. Price

The City shall not be charged for the removal and disposition of the products. Instead, Contractor agrees to reimburse the City for the product as follows: During the Initial Extension Term and each Subsequent One Year Term, Contractor shall remove from the City's premises all Dried Bio solids having a designation of "Class A", less any product retained by the City for its own use (which shall not exceed 50 tons per year), and shall reimburse the City at a rate of $5.00 per ton.

Section 4. Written Notice

Written notice required under this Extension shall be provided to:

City:

City Clerk
828 Center Ave.
Sheboygan, WI 53081

Contractor:

Mark Teunissen
Kiel Sand & Gravel, Inc.
21434 State Road 57
Kiel, Wisconsin 53042

Section 5. Other Terms

Except as set forth in this Extension, the terms and conditions in the Contract remain in full force and effect.

IN WITNESS WHEREOF, this Extension is executed as of this _____ day of _____, 2020.

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen, Mayor

Attest: _____
Meredith DeBruin, City Clerk

Date: _____

KIEL SAND AND GRAVEL, INC.

By: _____

Attest: _____

Date: _____

This Document is authorized by and in accordance with Res. No. _____.

IX

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 21, 2020.

Your Committee to whom was referred Gen. Ord. No. 20-20-21 by Alderpersons Dekker and Sorenson amending Section 2-397(c)(1) regarding the duties and powers of the director of public works; 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

6.2

Gen. Ord. No. 20 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 8, 2020.

AN ORDINANCE amending Section 2-397(c)(1) regarding the duties and powers of the director of public works.

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

Section 1. Section 2-397(c)(1) of the Municipal Code entitled "Director" is hereby amended to read as follows:

"Sec. 2-397. *Director*

. . .

(c) *Duties and powers.*

(1) The director of public works shall perform the duties and shall have the authority and powers prescribed by the council and prescribed by state statute for the board of public works.

. . ."

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.

Public Works

Dean Dekker

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

II

R. O. No. _____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from the Wisconsin Department of Administration regarding the Acuity Annexation.

receive

_____
CITY CLERK

TONY EVERS
GOVERNOR
JOEL BRENNAN
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: wimunicipalboundaryreview@wi.gov
Web: http://doa.wi.gov/municipalboundaryreview

September 14, 2020

PETITION FILE NO. 14333

MEREDITH DEBRUIN, CLERK
CITY OF SHEBOYGAN
828 CENTER AVE
SHEBOYGAN, WI 53081-4442

PEGGY FISCHER, CLERK
TOWN OF SHEBOYGAN
1512 N 40TH ST
SHEBOYGAN, WI 53081

Subject: ACUITY ANNEXATION

The proposed annexation submitted to our office on August 24, 2020, has been reviewed and found to be in the public interest. In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city…." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide needed municipal services to the territory. The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF SHEBOYGAN**, which is able to provide needed municipal services.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14333 with your ordinance.** Ordinance filing checklist available at http://mds.wi.gov/, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=2407
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

II

R. O. No. _____ - 20 - 21. By CITY PLAN COMMISSION. September 21, 2020.

Your Commission to whom was referred Gen. Ord. No. 19-20-21 by Alderpersons Sorenson and Bohren and R. O. No. 63-20-21 by City Clerk submitting a communication from Acuity filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Sheboygan (part of Parcel 59024-353310); wishes to report this matter was discussed at the regular meeting of the City Plan Commission, September 15, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

_____

City Plan Commission

X

6.1

Gen. Ord. No. 19 - 20 - 21. By Alderpersons Sorenson and Bohren.
September 8, 2020.

AN ORDINANCE annexing territory from the Town of Sheboygan to the City of Sheboygan, Wisconsin.

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

Section 1. In accordance with § 66.0217 of the Wisconsin Statutes and the petition for direct annexation by unanimous approval filed with the city clerk on the 19th day of August, 2020, signed by all of the electors residing in the territory and the owners of all the real property in the territory, together with a scale map and a legal description of the property to be annexed, the following described territory in the Town of Sheboygan, Sheboygan County, Wisconsin, is hereby annexed to the City of Sheboygan, Wisconsin:

> Part of the Northeast ¼ of the Northwest ¼ of Section 33, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:
>
> Commencing at the Northwest corner of the Northwest ¼ of said Section 33; thence North 89°-33'-20" East along the North line of said Northwest ¼, a distance of 1860.09 feet to a North corner of Lot 1 of Certified Survey Map recorded in the Sheboygan County Register of Deeds office in Volume 29 on Page 162 as Document No. 2081563; thence South 00°-22'-36" West along an East line of said Lot 1, a distance of 33.00 feet to the Southerly right-of-way line of Union Avenue, said point being the point of beginning; thence continuing South 00°-22'-36" West along said East line, a distance of 148.21 feet; thence North 27°-14'-06" West, a distance of 53.51 feet; thence North 00°-28'-47" West, a distance of 100.43 feet to the Southerly right-of-way line of Union Avenue; thence North 89°-33'-20" East along said Southerly right-of-way line, a distance of 26.30 feet to the point of beginning.

Section 2. From and after the effective date of this ordinance, the territory described in Section 1 shall be a part of the City of Sheboygan for any and all purposes provided by law, and all persons coming or residing in such territory shall be subject to all ordinances, rules and regulations governing the City of Sheboygan.

City Plan

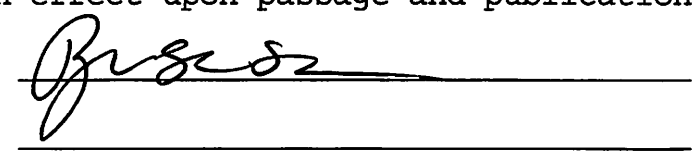
Section 3. In accordance with § 66.0217(14) of the Wisconsin Statutes, the City of Sheboygan agrees to pay annually to the Town of Sheboygan, for five (5) years, an amount equal to the amount of property taxes that the Town levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. The petitioner of the annexation agrees for the next five (5) years to pay annually to the City of Sheboygan an amount equal to the property taxes that the Town of Sheboygan levied on the annexed territory, as shown by the tax roll under § 70.65 of the Wisconsin Statutes, in the year in which the annexation is final. Said sum shall be in addition to City taxes levied on the parcel.

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

Section 5. 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 establishing the Use District Classification of said lands Suburban Office (SO).

Section 6. The territory described in Section 1 of this ordinance is hereby made a part of the 31st Ward, 9th Aldermanic District, of the City of Sheboygan, pending approval by the Sheboygan County Board as it relates to County Supervisory Districts.

Section 7. 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 upon passage and publication as provided by law.

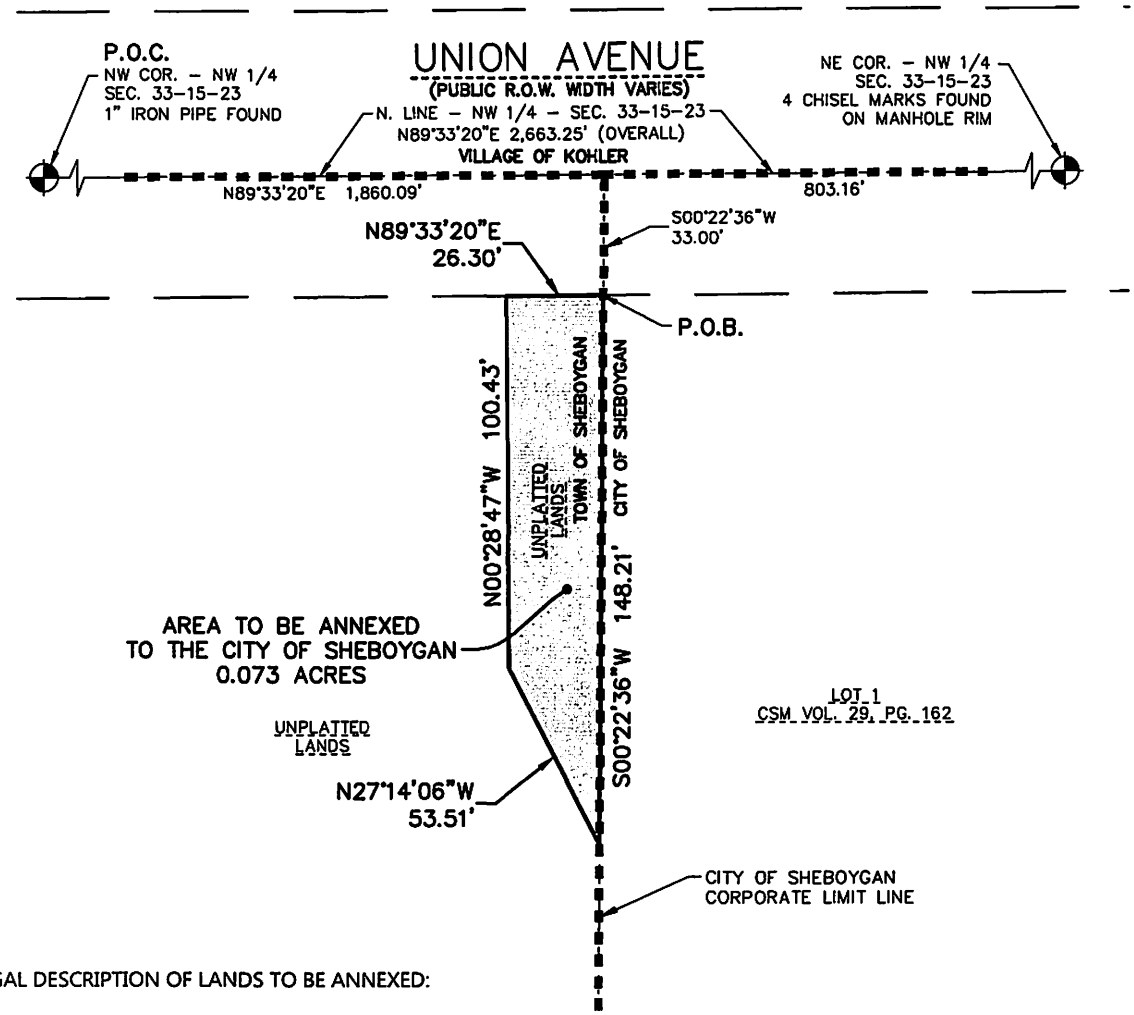


I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

ANNEXATION EXHIBIT



LEGAL DESCRIPTION OF LANDS TO BE ANNEXED:

Part of the Northeast 1/4 of the Northwest 1/4 of Section 33, Township 15 North, Range 23 East, Town of Sheboygan, Sheboygan County, Wisconsin being more particularly described as follows:

Commencing at the Northwest corner of the Northwest 1/4 of said Section 33; thence North 89°-33'-20" East along the North line of said Northwest 1/4, a distance of 1,860.09 feet to a North corner of Lot 1 of Certified Survey Map recorded in the Sheboygan County Register of Deeds office in Volume 29 on Page 162 as Document No. 2081563; thence South 00°-22'-36" West along an East line of said Lot 1, a distance of 33.00 feet to the Southerly right-of-way line of Union Avenue, said point being the point of beginning; thence continuing South 00°-22'-36" West along said East line, a distance of 148.21 feet; thence North 27°-14'-06" West, a distance of 53.51 feet; thence North 00°-28'-47" West, a distance of 100.43 feet to the Southerly right-of-way line of Union Avenue; thence North 89°-33'-20" East along said Southerly right-of-way line, a distance of 26.30 feet to the point of beginning.

DATE: JULY 30, 2020

1"= 50'

50' 0 50' 100'

SCALE FEET

EXCEL ENGINEERING Inc.
SURVEYING GROUP
PROJECT NO. 2040280

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

II

3.7

R. O. No. 63 - 20 - 21. By CITY CLERK. September 8, 2020.

Submitting a communication from Acuity filing a petition for Direct Annexation by Unanimous Consent for land currently located in the Town of Sheboygan (Part of Parcel 59024-353310).

CityPlan

CITY CLERK

AUG 21 '20 AM11:28

HOPP NEUMANN HUMKE LLP
ATTORNEYS

August 19, 2020

Attn: Meredith DeBruin
City of Sheboygan Clerk
CITY OF SHEBOYGAN
828 Center Avenue, Suite 103
Sheboygan, WI 53081

Re: Acuity Annexation of 0.073 Acres Being a Part of Parcel No. 59024-353310

Dear Ms. DeBruin:

I have been authorized by Acuity to file on its behalf the enclosed original Petition for Direct Annexation Pursuant to Wisconsin Statute § 66.0217(2).

If you have any questions, please do not hesitate to contact the undersigned.

Very truly yours,

Michael J. Bauer
e-mail: mike.bauer@hopplaw.com

MJB/ak
Enclosure

c: Wisconsin Department of Administration
ec: Mr. Daniel W. Hein, Town of Sheboygan Chairperson
Ms. Peggy Fischer, Town of Sheboygan Clerk
Ms. Sheri Murphy, Acuity
Ms. Faith Opsteen, Acuity
Mr. Mike Vandersteen, City of Sheboygan Mayor
Mr. Todd Wolf, City of Sheboygan Administrator
Mr. Steve Sokolowski, City of Sheboygan Planning & Zoning
Mr. David Biebel, City of Sheboygan Director of Public Works
Mr. Charles Adams, City of Sheboygan Attorney

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AUG 21 20 11:28

PETITION FOR DIRECT ANNEXATION BY UNANIMOUS APPROVAL PURSUANT TO WISCONSIN STATUTE § 66.0217(2)

The undersigned constituting all of the owners of real property in the following territory of the Town of Sheboygan, Sheboygan County, Wisconsin, lying contiguous to the City of Sheboygan, petition the Common Council of the City of Sheboygan to annex the territory shown on the attached **Annexation Exhibit** to the City of Sheboygan, Sheboygan County, Wisconsin:

The above-described territory contains a population of zero (0).

Signature of Petitioner	Date of Signing	Mark an "X" if Owner	Address or Description of Property
ACUITY By: Sheri Murphy Sheri Murphy, Vice President - Services & Administration	8.12.2020	X	Land South of Union Avenue, Sheboygan, WI 53081 (Part of PIN: 59024-353310)

HOPP NEUMANN HUMKE LLP

ATTORNEYS

COPY

August 19, 2020

Attn: Peggy Fischer, Town Clerk
TOWN OF SHEBOYGAN
1512 North 40th Street
Sheboygan, WI 53081

Re: Acuity Annexation of 0.073 Acres Being a Part of Parcel No. 59024-353310

Dear Ms. Fischer:

Enclosed for the Town's records is an original Petition for Direct Annexation Pursuant to Wisconsin Statute § 66.0217(2) concerning the above.

If you have any questions, please do not hesitate to contact me.

Very truly yours,

Michael J. Bauer
e-mail: mike.bauer@hopplaw.com

MJB/ak
Enclosure

c: Wisconsin Department of Administration
Mr. Daniel W. Hein, Town of Sheboygan Chairperson
Ms. Meredith DeBruin, City of Sheboygan Clerk
Ms. Sheri Murphy, Acuity
Ms. Faith Opsteen, Acuity
Mr. Mike Vandersteen, City of Sheboygan Mayor
Mr. Todd Wolf, City of Sheboygan Administrator
Mr. Steve Sokolowski, City of Sheboygan Planning & Zoning
Mr. David Biebel, City of Sheboygan Director of Public Works
Mr. Charles Adams, City of Sheboygan Attorney

R:\CLIENT\13534\00001\00156614.DOCX

HOPP NEUMANN HUMKE LLP
ATTORNEYS

August 19, 2020

Wisconsin Department of Administration
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53701

COPY

Re: Request for Annexation Review
Petitioner: Acuity, a Mutual Insurance Company
To: City of Sheboygan
From: Town of Sheboygan

Greetings:

Our office is assisting Acuity with an annexation request to the City of Sheboygan from the Town of Sheboygan. Please find the following items enclosed for your review:

1. Request for Annexation Review and check in the amount of $400.00 payable to the Department of Administration.

2. Legal description and map meeting the requirements of Wis. Stat. §§66.0217(1)(c) and 66.0217(1)(g).

3. Signed Petition for direct annexation by unanimous approval.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

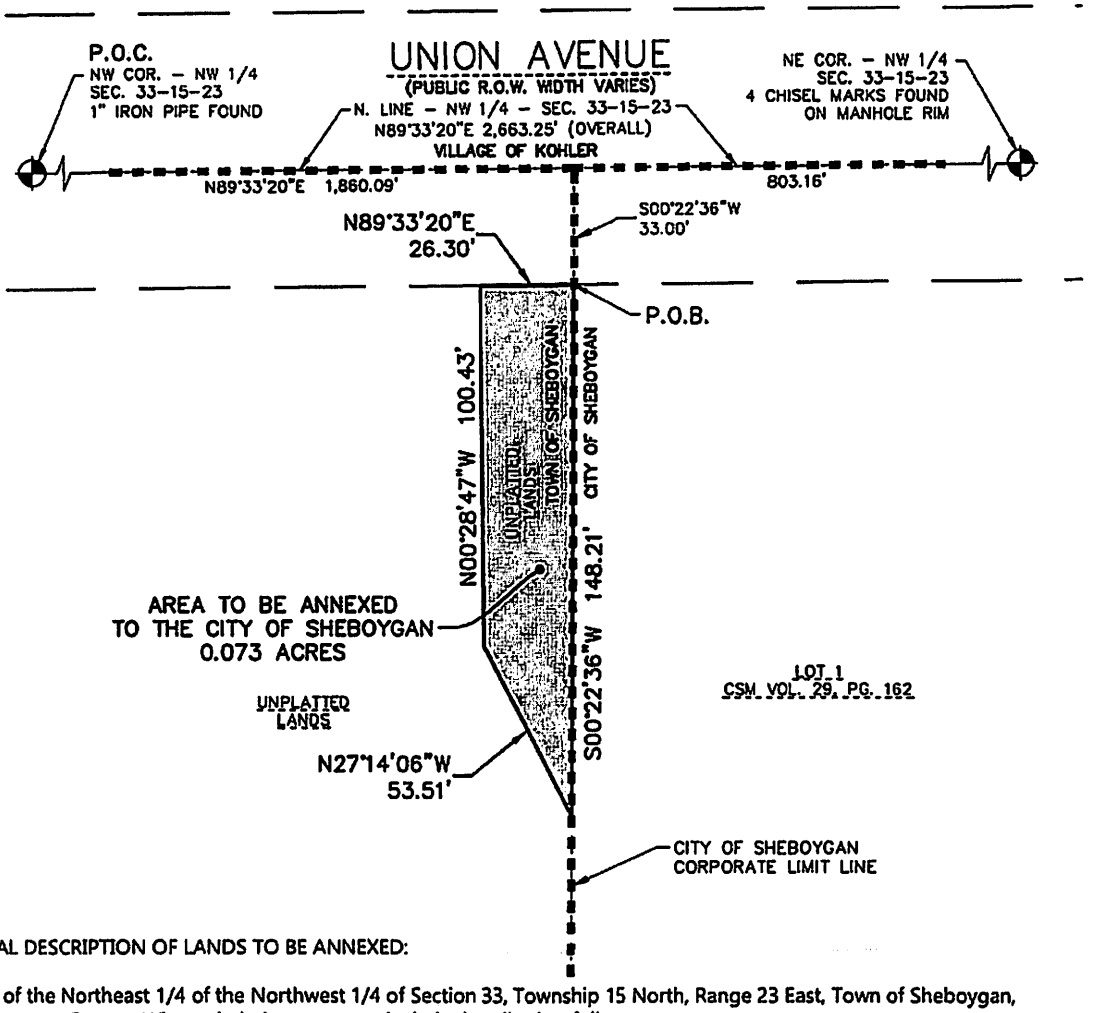
Michael J. Bauer
e-mail: mike.bauer@hopplaw.com

MJB/ak

Enclosures

c: Ms. Meredith DeBruin, City of Sheboygan Clerk
Ms. Peggy Fischer, Town of Sheboygan Clerk
Ms. Sheri Murphy, Acuity
Ms. Faith Opsteen, Acuity

ANNEXATION EXHIBIT



LEGAL DESCRIPTION OF LANDS TO BE ANNEXED:

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NORTH

1"= 50'

50' 0 50' 100'

SCALE FEET

DATE: JULY 30, 2020

EXCEL ENGINEERING Inc.
SURVEYING GROUP
PROJECT NO. 2040280

Always a Better Plan
100 CAMELOT DRIVE
FOND DU LAC, WI 54935
PHONE: (920) 926-9800
FAX: (920) 926-9801

RECEIVED
August 24, 2020
Municipal Boundary Review
Wisconsin Dept. of Admin.

HOPP NEUMANN HU
ATTORNEYS

August 19, 2020

Wisconsin Department of Administration
Municipal Boundary Review
P.O. Box 1645
Madison, WI 53701

Re: Request for Annexation Review
Petitioner: Acuity, a Mutual Insurance Company
To: City of Sheboygan
From: Town of Sheboygan

Greetings:

Our office is assisting Acuity with an annexation request to the City of Sheboygan from the Town of Sheboygan. Please find the following items enclosed for your review:

1. Request for Annexation Review and check in the amount of $400.00 payable to the Department of Administration.

2. Legal description and map meeting the requirements of Wis. Stat. §§66.0217(1)(c) and 66.0217(1)(g).

3. Signed Petition for direct annexation by unanimous approval.

Should you have any questions or require additional information, please feel free to contact me.

Very truly yours,

Michael J. Bauer
e-mail: mike.bauer@hopplaw.com

MJB/ak

Enclosures

c: Ms. Meredith DeBruin, City of Sheboygan Clerk
Ms. Peggy Fischer, Town of Sheboygan Clerk
Ms. Sheri Murphy, Acuity
Ms. Faith Opsteen, Acuity

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Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
http://doa.wi.gov/municipalboundaryreview

Petitioner Information

Name: **ACUITY, ATTN: SHERI MURPHY**

Address: **2800 SOUTH TAYLOR DRIVE**

SHEBOYGAN, WI 53081

Email: **SMURPHY@ACUITY.COM**

Office use only:

RECEIVED
August 24, 2020
Municipal Boundary Review
Wisconsin Dept. of Admin.

1. Town where property is located: **SHEBOYGAN**
2. Petitioned City or Village: **SHEBOYGAN**
3. County where property is located: **SHEBOYGAN**
4. Population of the territory to be annexed: **0**
5. Area (in acres) of the territory to be annexed: **0.073**
6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel): **PART OF 59024353310**

Petitioners phone: **800-242-7666 X1918**

Town clerk's phone: **920-451-2320**

City/Village clerk's phone: **920-459-3364**

Contact Information if different than petitioner:

Representative's Name and Address:
ATTORNEY MICHAEL J. BAUER

HOPP NEUMANN HUMKE LLP

2124 KOHLER MEMORIAL DR., SUITE 310

SHEBOYGAN, WI 53081

Phone: **920-457-8400**

E-mail: **MIKE.BAUER@HOPPLAW.COM**

Surveyor or Engineering Firm's Name & Address:
EXCEL ENGINEERING INC.

100 CAMELOT DRIVE

FOND DU LAC, WI 54935

Phone: **920-926-9800**

E-mail: **RYAN.W@EXCELENGINEER.COM**

Required items to be provided with submission (to be completed by petitioner):

1. ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. ☒ Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
   - ☒ Unanimous per s. 66.0217 (2), or,

   OR
   - ☐ Direct by one-half approval per s. 66.0217 (3)
5. ☒ Check or money order covering review fee [see next page for fee calculation]

(2012)

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

$200 **Initial Filing Fee** (required with the first submittal of all petitions)
$200 – 2 acres or less
$350 – 2.01 acres or more

$200 **Review Fee** (required with all annexation submittals except those that consist ONLY of road right-of-way)
$200 – 2 acres or less
$600 – 2.01 to 10 acres
$800 – 10.01 to 50 acres
$1,000 – 50.01 to 100 acres
$1,400 – 100.01 to 200 acres
$2,000 – 200.01 to 500 acres
$4,000 – Over 500 acres

$400 **TOTAL FEE DUE (Add the Filing Fee to the Review Fee)**

Attach check or money order here, payable to: **Department of Administration**

THE DEPARTMENT WILL NOT PROCESS AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED BY THE REQUIRED FEE.

THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE

Shaded Area for Office Use Only

Date fee received: 8-21-2020

Payee: Acuity Insurance

Check Number: 500108

Check Date: 8-13-20

Amount: $400.00

II

R. O. No. _____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from Robert J. Werner of Stonebrook Crossing LLC submitting a final plat for Stonebrook Crossing Addition No. 1 and requesting a variance pursuant to Section 2.5 of the Sheboygan Subdivision Code from the requirements of Section 5.2(F)(1)(c)of the Sheboygan Subdivision Code.

City Plan

_____

CITY CLERK

Stonebrook Crossing LLC
4539 South Taylor Drive
Sheboygan, Wisconsin 53081

September 17, 2020

Mrs. Meredith DeBruin
Clerk of City of Sheboygan
828 Center Avenue
Sheboygan, WI 53081

Dear Mrs. Debruin,

SUBJECT: Final Plat – Stonebrook Crossing Addition No. 1

As part of the proposed land development for the Stonebrook Crossing Addition No. 1 subdivision, we respectfully make application for review and approval of the final plat.

On May 12, 2020 the Plan Commission approved the preliminary plat for the entire 64 acre subdivision consisting of 132 lots and 3 outlots. This final plat is for the first phase of the subdivision and consists of 78 residential lots and 3 outlots.

Given the subdivision will be using a sixty-six foot (66') wide rural road cross-section with roadside ditches and buried power utilities with the absence of curb & gutter, storm sewer, grass terrace and sidewalks, we are requesting a variance from the Plan Commission for section 5.2(F)(1)(c) of the Subdivision Code to remove the requirement of an eight foot (8') tree planting easement on each side of the road right of way. In discussion with the staff at Public Works and Parks, the preference is to not have the tree easement due to the roadside ditch making trees that are planted and maintained by the City not practical and rather to allow the property owners to plant and maintain their own trees given the rural road cross-section and deeper lots.

We appreciate the City's consideration of this final plat to allow for the planned development.

Sincerely,

Robert J. Werner

President – Stonebrook Crossing LLC

II

R. O. No. ____ - 20 - 21. By FINANCE DIRECTOR. September 21, 2020.

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. 7617 in the amount of $2,317.16 billed to B & T Sales & Services LLC regarding damage to a traffic control signal located at the corner of Geele Ave. and Calumet Drive on January 28, 2019, has been settled with a payment to the City of Sheboygan in the amount of $2,000.00.

Finance Director

FAP

II

R. O. No. _____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from Dolcye Johnson regarding the Ambulance Fund Budget for 2019.

F+P

CITY CLERK

August 20, 2020

Mayor Vandersteen

Sheboygan City Council

Attached is the 280 Ambulance Fund Budget for 2019. It again fails to include the salaries and benefits for ALL the firefighters required to operate the ambulance service. The consulting firm that conducted the comprehensive study of the Fire Department made four recommendations, one of which was to include 75% of the firefighters necessary to run the ambulance service in the budget. Last year then City Administrator Hofland alluded to gradually making that change, but the 2019 budget only includes the costs of four firefighters.

Sincerely,

Dolcye Johnson

1306 North 3rd Street

Sheboygan

920-458-5819

FOR 2019 12

ACCOUNTS FOR: 280 AMBULANCE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
28022500 FIRE - AMBULANCE SERVICE							
28022500 510110 FULL TIME SALAR	292,728	0	292,728	294,679.57	.00	-1,951.57	100.7%*
28022500 510111 FULL TIME SALAR	5,500	0	5,500	5,694.27	.00	-194.27	103.5%*
28022500 510310 FICA	0	0	0	.00	.00	.00	.0%
28022500 510311 MEDICARE	4,349	0	4,349	4,050.19	.00	298.81	93.1%
28022500 510320 WI RETIREMENT F	44,856	0	44,856	45,758.24	.00	-902.24	102.0%*
28022500 510340 HEALTH INSURANC	80,100	0	80,100	72,110.12	.00	7,989.88	90.0%
28022500 510350 DENTAL INSURANC	5,076	0	5,076	4,579.37	.00	496.63	90.2%
28022500 510360 LIFE INSURANCE	180	0	180	155.28	.00	24.72	86.3%
28022500 510400 WORKERS COMPENS	2,856	0	2,856	2,856.00	.00	.00	100.0%
28022500 510410 UNEMPLOYMENT CO	0	0	0	.00	.00	.00	.0%
28022500 510490 CLOTHING ALLOWA	0	0	0	1,700.00	.00	-1,700.00	100.0%*
28022500 521900 CONTRACTED SERV	95,000	0	95,000	86,027.58	.00	8,972.42	90.6%
28022500 522110 VEHICLE MAINTEN	10,000	0	10,000	9,632.50	.00	367.50	96.3%
28022500 525125 MOBILE TELEPHON	500	0	500	539.17	.00	-39.17	107.8%*
28022500 526125 TRAINING & CONF	2,500	0	2,500	2,052.11	.00	447.89	82.1%
28022500 526130 TRAINING & EDUC	0	0	0	.00	.00	.00	.0%
28022500 526130 29612 TRAINING &	0	0	0	.00	.00	.00	.0%
28022500 528150 VEHICLE RENTAL	106,456	0	106,456	.00	.00	106,456.00	.0%
28022500 530215 MEDICAL SUPPLIE	68,000	0	68,000	70,299.01	.00	-2,299.01	103.4%*
28022500 530230 GASOLINE	15,000	0	15,000	20,025.35	.00	-5,025.35	133.5%*
28022500 530255 TOOLS & SMALL E	1,500	0	1,500	19,022.16	.00	-17,522.16	1268.1%*
28022500 530256 SAFETY EQUIPMEN	1,500	0	1,500	1,554.50	.00	-54.50	103.6%*
28022500 530500 FIRE FIGHTING S	0	0	0	.00	.00	.00	.0%
28022500 530500 29612 FIRE FIGHT	0	0	0	.00	.00	.00	.0%
28022500 540210 INSURANCE DEDUC	0	0	0	.00	.00	.00	.0%
28022500 540215 GEN. PUB. OFFIC	2,000	0	2,000	2,368.21	.00	-368.21	118.4%*
28022500 590100 CONTRIBUTIONS	0	0	0	.00	.00	.00	.0%
28022500 641100 VEHICLES	0	0	0	.00	.00	.00	.0%
28022500 642200 IT EQUIPMENT	0	0	0	.00	.00	.00	.0%
TOTAL FIRE - AMBULANCE SERVICE	738,101	0	738,101	643,103.63	.00	94,997.37	87.1%
28071100 AMBULANCE DEBT SERVICE-PRINCIP							
28071100 713912 AMBULANCE PRINC	0	0	0	94,694.83	.00	-94,694.83	100.0%*
TOTAL AMBULANCE DEBT SERVICE-PRINCIP	0	0	0	94,694.83	.00	-94,694.83	100.0%
28071120 AMBULANCE DEBT SERVICE-INTERES							
28071120 723912 AMBULANCE INTER	0	0	0	11,760.92	.00	-11,760.92	100.0%*

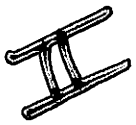
FOR 2019 12

ACCOUNTS FOR: 280 AMBULANCE FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
TOTAL AMBULANCE DEBT SERVICE-INTERES	0	0	0	11,760.92	.00	-11,760.92	100.0%
28081100 INTERFUND TO -GENERAL FUND							
28081100 811101 INTERFUND TO GE	413,699	0	413,699	919,670.00	.00	-505,971.00	222.3%*
TOTAL INTERFUND TO -GENERAL FUND	413,699	0	413,699	919,670.00	.00	-505,971.00	222.3%
28081400 INTERFUND TO -CAPITAL PROJ							
28081400 811400 INTERFUND TO CA	0	0	0	.00	.00	.00	.0%
TOTAL INTERFUND TO -CAPITAL PROJ	0	0	0	.00	.00	.00	.0%
28099990 FUND BALANCE APPLIED							
28099990 949999 FUND EQUITY INC	0	0	0	.00	.00	.00	.0%
TOTAL FUND BALANCE APPLIED	0	0	0	.00	.00	.00	.0%
TOTAL AMBULANCE FUND	1,151,800	0	1,151,800	1,669,229.38	.00	-517,429.38	144.9%
TOTAL EXPENSES	1,151,800	0	1,151,800	1,669,229.38	.00	-517,429.38	

FOR 2019 12

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
GRAND TOTAL	1,151,800	0	1,151,800	1,669,229.38	.00	-517,429.38	144.9%

** END OF REPORT - Generated by LAURIE SUHRKE **



R. O. No. _____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a claim from Jon Weiss for alleged damages to his house when City workers cut down a tree and it fell onto the property.

FAP

_____

CITY CLERK

9-16-20 MKC CLAIM NO. 11-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 16 '20 PM

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: Jon Weiss
2. Home address of Claimant: 423 Clement Ave, Sheboygan, WI
3. Home phone number: 920-213-6284
4. Business address and phone number of Claimant: _____
5. When did damage or injury occur? (date, time of day) 8-17-20
6. Where did damage or injury occur? (give full description) At the front of the house located @ 423 Clement Ave. Sheboygan
7. How did damage or injury occur? (give full description) City workers were cutting down a tree in front of the neighbors house. When the tree fall it fall onto the property of 423 Clement Ave and struck the house.
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: N/A
   (b) Claimant's statement of the basis of such liability: _____
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: N/A
   (b) Claimant's statement of basis for such liability: _____

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

Property damage only. NO Injuries. Rain gutter, storm window screen, and 2 side walk solar lights destroyed

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

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

Auto:	$ —
Property:	$ 377.50
Personal injury:	$ —
Other: (Specify below	$ —
TOTAL	$ 377.50

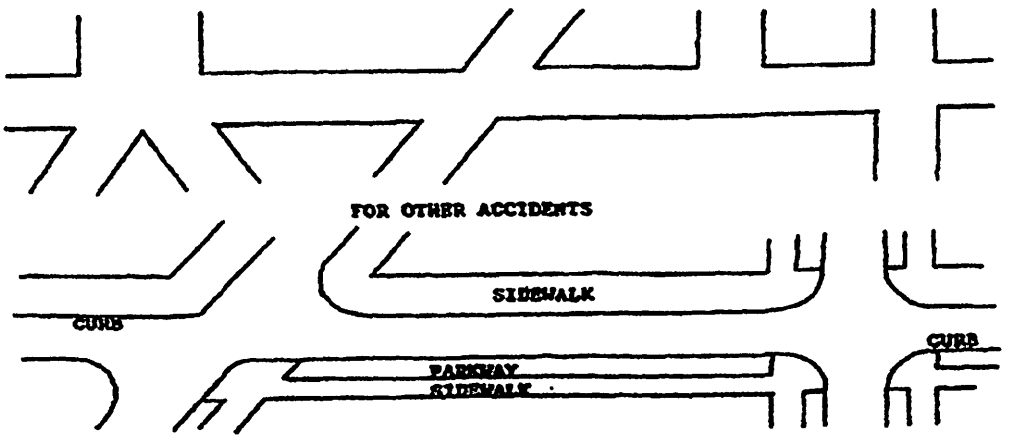
Damaged vehicle (if applicable)

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT Jonathan W Eias DATE 09/14/2020

DATE RECEIVED 9-16-20 RECEIVED BY MKC

CLAIM NO. 11-20

CLAIM

Claimant's Name:	Jon Weiss	Auto	$
Claimant's Address:	423 Clement Ave. Sheboygan, WI 53083	Property	$ 377.50
		Personal Injury	$
Claimant's Phone No.	920-213-6284	Other (Specify below)	$
		TOTAL	$ 377.50

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of $ 377.50 .

SIGNED Jonathan W Eiss DATE: 09/14/2020

ADDRESS: 423 Clement Ave.
Sheboygan, WI 53083

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

Oostburg Seamless Gutters
Jon Weavers - Owner
P.O. Box 700106
Oostburg, WI 53070
PHONE (920) 564-6996
FAX (920) 564-4027
office@oostburgseamlessgutters.com

Job Estimate

920-912-5577
HOME | WORK | DATE 8/24/202x

JOB NAME/LOCATION

TO John Weiss
423 Clement Avenue
Sheboygan

Tree fell on gutter on the front of house

JOB DESCRIPTION

Install (5") .032 Seamless Aluminum Gutter	$275.00
Install 6" .032 Seamless Aluminum Gutter	
3" (4") 5" Aluminum Downspouts	$ 50.00
Color: Gutter white Downspouts white	
Gutter Cap	
Aluminum soffit + fascia	
[X] Includes Tearoff	
(FRONT OF HOUSE)	
ESTIMATED BY: Steve ESTIMATED JOB COST	$ $325.00

At this time, approximate lead time is Sept/Oct ~~weeks~~.

ACCEPTANCE OF PROPOSAL

The above prices and specifications listed above are correct. Price includes all materials, tax and labor; but does not include unforeseen conditions which may be found after the work has begun. Scheduling of the job may or may not be affected by adverse weather conditions. You are authorized to do the work as specified. TERMS: PAYMENT UPON COMPLETION: 1.5% Per month (18% per annum) Finance Charge on unpaid balance over 10 days. PRICES VALID FOR 30 DAYS. AFTER 30 DAYS SUBJECT TO CHANGE WITHOUT NOTICE. **3.5% Fee will be applied to all credit card payments.**

Signature Jonathan Weiss Date: 08/28/2020

Please sign white copy and return

MARTENS-TRILLING TRUE VALUE
901 Michigan Ave.
Sheboygan, WI 53081
1-920-457-5541

Transaction#: C1019257
Associate: ps
Date: 08/22/2020 Time: 10:09:23 AM

*** SALE ***

Bill To:
Our Valued Customer

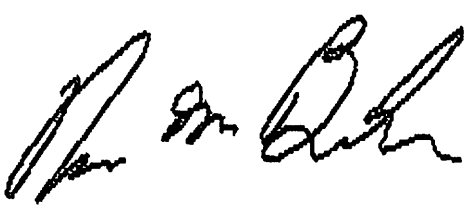
30"x84" GRY FBG Screen
148221
1.00 EACH @ $6.99 T $6.99

Subtotal: $6.99
5.5% - State Tax: $0.38
TOTAL: $7.37

MASTERCARD: $7.37
CHANGE: $0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

Debit **********6145 O
APPROVAL:000913
EXP: **/**
AID: A0000000042203
TC 8D54EC8FBF6DD813 40
TERMINAL: 84640230 8000088000
VALIDATION: none
PAYMENT SERVICE: 05
PIN Bypassed
NAME: DEAN W BECKER/
AMT: $7.37



(X)_____
Authorized Signature

LIKE US ON FACEBOOK @
TRILLING TRUE VALUE

Please keep your Receipt. NO RETURNS WITHOUT RECEIPT. ALL RETURNS OR EXCHANGES MUST BE WITHIN 60 DAYS OF ORIGINAL PURCHASE DATE. IF AFTER 60 DAYS NO RETURNS, EXCHANGES OR REFUNDS WILL BE GIVEN.

MARTENS-TRILLING TRUE VALUE
901 Michigan Ave.
Sheboygan, WI 53081
1-920-457-5541

Transaction#: C1019278
Associate: ps
Date: 08/22/2020 Time: 10:44:25 AM

*** SALE ***

Bill To:
Our Valued Customer

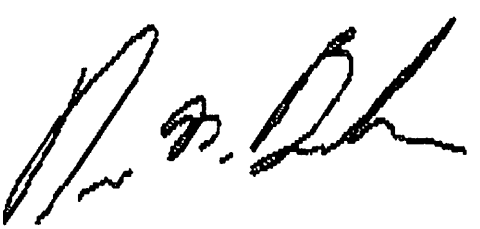
25'.155-5/32"GRY Spline
875211
1.00 EACH @ $2.99 T $2.99

Subtotal: $2.99
5.5% - State Tax: $0.16
TOTAL: $3.15

MASTERCARD: $3.15
CHANGE: $0.00

BUYER AGREES TO PAY TOTAL AMOUNT ABOVE
ACCORDING TO CARDHOLDER'S AGREEMENT
WITH ISSUER

Debit **********6145 O
APPROVAL:004417
EXP: **/**
AID: A0000000042203
TC 02988AC51B6153A7 40
TERMINAL: 84640230 8000088000
VALIDATION: none
PAYMENT SERVICE: 05
PIN Bypassed
NAME: DEAN W BECKER/
AMT: $3.15



(X)_____
Authorized Signature

LIKE US ON FACEBOOK @
TRILLING TRUE VALUE

Please keep your Receipt. NO RETURNS WITHOUT RECEIPT. ALL RETURNS OR EXCHANGES MUST BE WITHIN 60 DAYS OF ORIGINAL PURCHASE DATE. IF AFTER 60 DAYS NO RETURNS, EXCHANGES OR REFUNDS WILL BE GIVEN.

LOWE'S HOME CENTERS, LLC
4401 DEWEY STREET
MANITOWOC, WI 54220 (920) 683-5540

-- SALE --

SALES#: S2206DH2 2344838 TRANS#: 8974403 09-01-20

688481 2-CT 20X SOL CRACKLE PATH 39.98

SUBTOTAL:	39.98
TAX:	2.00
INVOICE 08151 TOTAL:	41.98
M/C:	41.98

STORE: 2206 TERMINAL: 08 09/01/20 10:33:23

OF ITEMS PURCHASED: 1

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS

THANK YOU FOR SHOPPING LOWE'S.
FOR DETAILS ON OUR RETURN POLICY, VISIT
LOWES.COM/RETURNS
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE
AT OUR CUSTOMER SERVICE DESK

STORE MANAGER: AMY TYNN

LOWE'S PRICE MATCH GUARANTEE
FOR MORE DETAILS, VISIT LOWES.COM/PRICEMATCH

II

R. O. No. _____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a communication from Alderperson Jim Bohren regarding the Bonding/Insurance Requirements for Municipal Officials.

FAP

_____
CITY CLERK



Bonding/Insurance Requirements for Municipal Officials

Claire Silverman, Legal Counsel, League of Wisconsin Municipalities

Wisconsin law requires that certain municipal officers be covered by either a bond or a dishonesty insurance or other appropriate insurance policy. The purpose of requiring such bonds or insurance policies is to protect the municipality and its taxpayers against any loss of public funds that might occur if a public officer engages in wrongdoing and fails to faithfully perform the duties of his or her office. Although incidents of embezzlement or misuse of public funds by public officials may be uncommon, such incidents do occur and can be devastating. A recent documentary titled "All the Queen's Horses," details how the City of Dixon, Illinois' appointed comptroller/treasurer embezzled $53.7 million from the City over the course of 22 years. As public infrastructure deteriorated and the City repeatedly slashed its budget and incurred debt in its struggle to provide basic services, Rita Crundwell used the funds she stole from the City to build a championship horse breeding operation.

Questions concerning bonding/insurance requirements typically arise this time of year when new officials take office or are appointed following the spring elections. This month's Comment reviews the law in light of recent changes made by 2017 Wis. Act 51 which simplify the law by giving municipalities discretion to require bonds or obtain a dishonesty insurance policy or other appropriate insurance policy to cover such officials.

Which Municipal Officials Must be Bonded?

Various municipal officials are required by statute to file official bonds as a qualification for office or be covered under a blanket bond or dishonesty insurance policy obtained by the municipality. In cities the treasurer,[1] comptroller,[2] chief of police,[3] municipal judge,[4] and such other officers as the statutes or council may direct[5] are subject to such requirements.

Although the statutes do not expressly require a bond or coverage for city clerks, such a bond is implied by Wis Stat. § 62.09(11)(i), which provides that if a deputy clerk is appointed by the clerk, "[t]he clerk and the clerk's sureties shall be liable on the clerk's official bond for the acts of such deputy." This implication is further supported by § 19.01(4)(f) which provides that the oaths and bonds of city clerks shall be filed in the office of city treasurer. Whether mandatory or not, many cities direct the clerk to file an official bond and this appears to be the better procedure since clerks often handle municipal funds and property.

In villages an official bond or coverage is required by statute of the clerk,[6] treasurer,[7] marshal,[8] constable[9] and municipal judge.[10] The acts of a deputy village treasurer are to be covered by an official bond as the village board shall direct.[11]

The clerk or comptroller of municipalities that have adopted the alternative method of approving financial claims under § 66.0609 are required to be covered by a bond or insurance policy.[12] Also, utility commissions may provide that utility receipts be paid to a bonded cashier appointed by the commission who then must turn the receipts over to the municipal treasurer on a monthly basis.[13]

In general, the official acts of a deputy are covered by the principal's bond. Section 19.01(3) provides in part that the duties mentioned in the oath and bond of public officials must include "the faithful performance by all persons appointed or employed by the officer either in his or her principal or subsidiary office, of their respective duties and trusts therein." Thus, it would appear, for example, that the acts of an assistant clerk appointed by the clerk would be covered by the clerk's bond.

It is doubtful that this is true when the deputy clerk is appointed or employed not by the clerk but by the governing body. If the duties of a deputy or

▸ p.19

1. Wis. Stat. § 62.09(4)(b).
2. *Id.*
3. *Id.*
4. Wis. Stat. § 755.03(1).
5. Wis. Stat. § 62.09(4)(b).
6. Wis. Stat. § 61.25(1).
7. Wis. Stat. § 61.26(1).
8. Wis. Stat. § 61.28.
9. Wis. Stat. § 61.29(1)(a).
10. Wis. Stat. § 755.03(1).
11. Wis. Stat. § 61.261.
12. Wis. Stat. § 66.0609(4).
13. Wis. Stat. § 66.0805(4).

employee appointed by the governing body indicate a need for a bond, the governing body may require that a bond be provided.

When additional duties are imposed upon a bonded official, such duties are covered by the official's bond.[14] Under such a rule, a municipal clerk's bond would cover additional duties such as acting as comptroller or cashier for a municipal utility. However, if the imposition of new duties constitutes an attempt to create a new office for the official, the official's original bond does not cover the new office.[15]

Municipal governing bodies may by local ordinance require that other officials and employees file bonds. The governing body may also at any time require new and additional bonds of any officer.[16] The most economical policy is to require bonds from or insure those officials or employees who handle public money or valuable property which is easily converted into money.

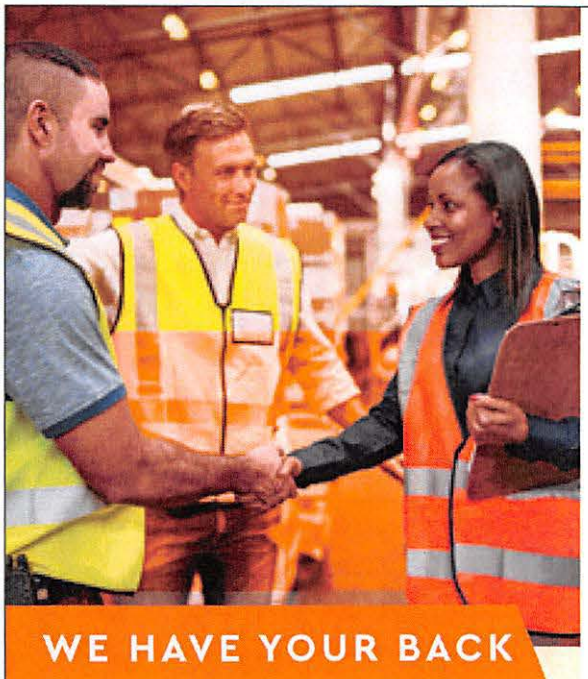
Form of Bond

The form of an official bond required of any public official is set forth in § 19.01(2). Although only substantial compliance with the statutory form is required, every official bond must contain an agreement by the principal (municipal official) and the surety that the officer will faithfully discharge the duties of the office according to law, and will pay to the entitled parties such damages, not exceeding a specific amount, as may be suffered by them in consequence of the officer's failure to discharge the duties of the office.[17] Such duties include the performance to the best of the officer's ability of every official act required and the nonperformance of every act forbidden by law to be performed by the officer.[18] The latter would include such acts as the disbursement of funds for unauthorized purposes and the improper conversion of municipal property.

According to the statutes, any bond given as an official bond by a public officer is deemed to contain all the conditions and provisions required by § 19.01(2), regardless of the bond's form or wording.[19]

14. *City of Rice Lake v. Jensen*, 216 Wis. 1, 255 N.W. 130 (1934).
15. *City of Milwaukee v. U.S. Fidelity & Guaranty Co.*, 144 Wis. 603, 129 N.W. 786 (1911).
16. Wis. Stat. §§ 61.22 and 62.09(4)(b).
17. Wis. Stat. § 19.01(2).
18. Wis. Stat. § 19.01(3).
19. Wis. Stat. § 19.01(2m).

▸ p.20



To learn more about WEA Trust:
▸ weatrust.com/info

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ADV 0019-1218

When Must a Bond Be Filed?

Where public official bonds are required, the bond is usually a prerequisite to the assumption of office. Failure of a municipal official to execute a required bond within the time prescribed by law creates a vacancy in that office.[20] The official bonds of city officers must be approved by the mayor and, when so approved, must be filed within ten days after the officer has been notified of his or her election or appointment.[21] In first class cities (Milwaukee), if an office or position involves fiduciary responsibility or the handling of money, the appointing officer may require the appointee to furnish a bond or other security to the officer and the city.[22]

The official bonds of village officials must be approved by the village president.[23] The village clerk, treasurer, and constable are required to file an official bond at the same time they take their oath of office, which must be done within five days after receiving notice of election or appointment to office.[24]

The only time limit for the filing of bonds by other municipal officials who are not required to take an official oath appears to be in § 19.01(5), which provides that every official required to file a bond shall do so before entering upon the duties of the office.

Local officials should bear in mind that a new bond is required for each term of office. Thus, incumbents who are reelected or reappointed must renew their bonds within the prescribed time periods. Also, bonds continue in force until the officer's successor is duly qualified and installed.[25]

Where are Bonds to be Filed?

Official bonds executed by city officers must be filed in the office of the city clerk. If the city clerk is required by the common council to file a bond, the clerk must file the bond in the office of city treasurer.[26] Similarly, official bonds executed by village officers must be filed in the office of the village clerk, except the village clerk is required to file in the office of village treasurer.[27] In first class cities, after the common council has approved the bonds, the clerk delivers the bonds to the city comptroller who has them recorded in the office of the register of deeds. The comptroller then files them in the clerk's office; a duplicate copy is filed in the comptroller's office.[28]

The Blanket Bond

Municipalities may obtain blanket bonds which provide coverage against losses resulting from failure of officials or employees to perform faithfully or to account properly for all monies or property received by virtue of their office or employment.[29] All officers and subordinates who are not required by law to furnish individual bonds in order to qualify for office are eligible to be covered by a blanket bond.

Amount of Bond Coverage

The amount of an official bond, unless prescribed by statute, is determined by the city council or village board, and is subject to the approval of the mayor or village president.[30] In first class cities, the amount of a bond required by an appointing officer is fixed by the appointing officer with the mayor's approval.[31] In most cases the statutes are silent as to the amount of a bond. For municipalities that have adopted the alternative method of approving financial claims under § 66.0609, the amount of the bond of the clerk or comptroller is specified in sub. (4).[32] Also, the amount of the treasurer's bond required by § 70.67(1) (discussed below) is specified in that statute.

Varying local conditions prevent the establishment of a fixed formula for determining the amount of the bond for various officials. However, certain influential factors may be pointed out. The amount of the bond should be commensurate with the financial responsibility of the position. This may best be determined by the local finance officer and/or municipal attorney. In determining the amount of coverage needed, the largest amount of money on hand at any one time is a more significant factor than the total amount handled by an official during the entire year. Also, the frequency and effectiveness of audits are important factors in determining the amount of a bond.

Municipalities may want to consult with responsible surety companies on the issue of minimum bond requirements.

MUNICIPAL TREASURER'S BOND

In addition to the official bond required of every city and village treasurer pursuant to §§ 61.26 and 62.09(4)(b), § 70.67(1) requires that municipal treasurers execute and deliver to the

► p.21

20. Wis. Stat. § 17.03(7).
21. Wis. Stat. § 62.09(4)(b).
22. Wis. Stat. § 62.55.
23. Wis. Stat. § 61.22.
24. Wis. Stat. §§ 61.21 and 19.01(5).
25. Wis. Stat. § 19.01(6).
26. Wis. Stat. § 19.01(4)(f).
27. Wis. Stat. § 19.01(4)(g).
28. Wis. Stat. § 62.55.
29. Wis. Stat. §§ 19.07(1), 61.22 and 62.09(4)(b).
30. Wis. Stat. §§ 61.22 and 62.09(4)(b).
31. Wis. Stat. § 62.55.
32. The alternative system of approving financial claims that can be adopted by municipalities under § 66.0609 is only operative if the comptroller or clerk is covered by a fidelity bond of not less than $5,000 in villages and 4th class cities, of not less than $10,000 in 3rd class cities, and of not less than $20,000 in 2nd class cities.

county treasurer a bond to be approved by the county treasurer, conditioned for the faithful performance of the duties of the office and, more specifically, that the treasurer will account for and pay over all taxes of any kind which are required to be paid to the county treasurer. The bond must be no less than the amount of state and county taxes apportioned to the village or city.

The duplicate treasurer's bond required by § 70.67(1) need not be given to the county if the municipal governing body adopts an ordinance obligating the municipality to pay, in case the treasurer fails to, all taxes required by law to be paid by the municipal treasurer to the county treasurer.[33] A certified copy of the ordinance must be filed with the county treasurer. Such an ordinance remains in effect until a certified copy of its repeal by the municipal governing body is filed with the county clerk and treasurer.

Any governing body that has adopted such an ordinance may demand from the treasurer, in addition to the official bond required of all municipal treasurers, a fidelity or surety bond in an amount and upon such terms as may be determined by the governing body. Such an additional bond must be delivered to the municipal clerk.[34]

Payment of Bond Premiums

In first class cities, where bonds are required by appointing officers pursuant to § 62.55, the premium for the bond is paid out of the city treasury. For other cities and villages, the law authorizes but does not appear to require the municipality to pay the cost of the public official bond of any officer.[35] In cities,[36] unless forbidden by law or unless other means of payment are provided for, the premium for the bond shall be charged to the fund appropriated and set up in the budget for the department, board, commission or other body whose officer is required by law to file a bond.[37] The surety company furnishing the bond must be licensed and the cost of the bond may not exceed the current premium per year on the amount of the bond or obligation executed by the surety.[38]

Statute of Limitations

An action by any municipality to recover a sum of money by reason of the breach of an official bond given by a public officer or employee of the municipality must be commenced within three years after the municipality learns that a default has occurred in some of the conditions of the bond and that it was damaged because of the default. After that, the action is barred.[39]

Fidelity Bonds 33 R-2

About the Author:

Claire Silverman is Legal Counsel for the League of Wisconsin Municipalities. Claire joined the League staff in 1992. Contact Claire at cms@lwm-info.org

33. Wis. Stat. § 70.67(2).
34. *Id.*
35. Wis. Stat. § 19.01(8).
36. The provision referenced in this statute used to be found in § 66.14 which applied to municipalities generally. When chapter 66 was reorganized and modernized in 1999, § 66.14 was renumbered as § 62.09(4)(b) which makes it applicable to cities.
37. Wis. Stat. § 62.09(4)(d).
38. *Id.*
39. Wis. Stat. § 893.90(1).

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II

R. O. No. _____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting a pending claim from Linda Arentsen for alleged injuries when she tripped on a raised part of the sidewalk on Center Avenue.

TAP

_____
CITY CLERK

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

SEP 17 '20 PM 12:01

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

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

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

1. Name of Claimant: LINDA ARENTSEN
2. Home address of Claimant: 2709 PRAIRIE WINDS CT.
3. Home phone number: 920 980-8408
4. Business address and phone number of Claimant: NA
5. When did damage or injury occur? (date, time of day) 8-7-20 APPROX 9:45
6. Where did damage or injury occur? (give full description) SIDEWALK ON THE NORTH SIDE OF CENTER AVE - APPROX 20' WEST OF N. 6TH ST
7. How did damage or injury occur? (give full description) I WAS WALKING ON THE SIDEWALK & TRIPPED ON A RAISED PART OF THE SIDEWALK. FACE PLANTED INTO SIDEWALK - BROKEN ARM, RIBS BROKEN & BRUISED ON FACE
8. If the basis of liability is alleged to be an act or omission of a City officer or employee, complete the following:
   (a) Name of such officer or employee, if known: NA.
   (b) Claimant's statement of the basis of such liability: NA
9. If the basis of liability is alleged to be a dangerous condition of public property, complete the following:
   (a) Public property alleged to be dangerous: SIDEWALK.
   (b) Claimant's statement of basis for such liability: PROPERTY OWNER SAID CITY KNEW OF DEFECT IN SIDEWALK & CITY HAD PLACED A SAFETY CONE THERE AT ONE TIME. THE SIDEWALK WAS NEVER FIXED & THE CONE WAS REMOVED.

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

BROKEN ARM - DAMAGED SHOULDER - BROKEN RIBS - BRUISES ON FACE
TAKEN BY AMBULANCE FROM SITE TO HOSPITAL ER.

11. Name and address of any other person injured: NONE.

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

Auto:	$ NONE	
Property:	$ NONE	
Personal injury:	$ WE HAVE NOT RECEIVED BILLING FROM AMBULANCE, ER, DOCTOR P.T. ETC.	?
Other: (Specify below CANCELLED VACATION LOSS OF EMPLOYMENT	$?	
TOTAL	$?	

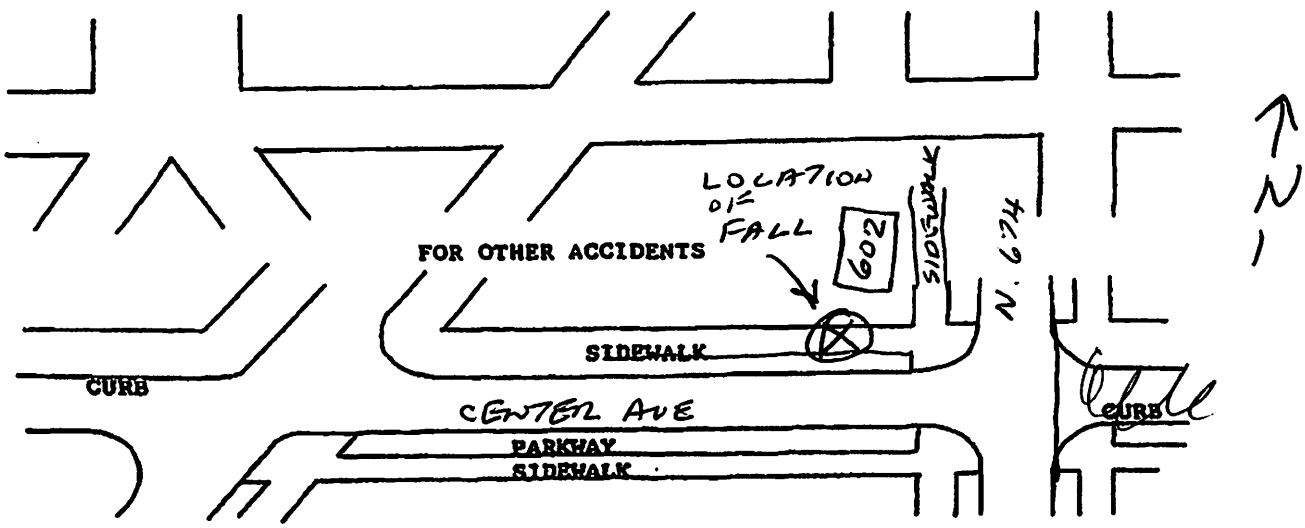
Damaged vehicle (if applicable) NONE

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

Names and addresses of witnesses, doctors and hospitals: _____

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

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



SIGNATURE OF CLAIMANT A Gunderson DATE 9/16/2020

DATE RECEIVED 9-17-20 RECEIVED BY MKC

CLAIM NO. 12-20

CLAIM

Claimant's Name:	LINDA ARENTSEN	Auto	$ -0-
Claimant's Address:	2709 PRAIRIE WINDS CT	Property	$ -0-
	SHEBOYGAN, WI 53081	Personal Injury	$ TBD
Claimant's Phone No.	920-980-8408	Other (Specify below)	$ TBD
		TOTAL	$

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

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

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

SIGNED L Arentsen DATE: 9/16/2020

ADDRESS: 2709 Prairie Winds Ct., Sheboygan 53081

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

II

R. O. No. ____ - 20 - 21. By CITY CLERK. September 21, 2020.

Submitting various license applications for the period ending June 30, 2022.

City Clerk

BEVERAGE OPERATOR'S LICENSE (NEW)(June 30, 2022)

No.	Name	Address
3345	Bartlett, Raymond A.	1321 New York Avenue
3352	Bramstedt, Jacob	1229 Whittier Ave., Howards Grove
1327	Castillo, Tera L.	1904 N. 6th Street
7782	Heyman, Benjamin F.	1410 Lincoln Avenue
3351	Kannich, Samantha J.	712 Broughton Drive #18
3355	Koubardulis, John	710 Pennsylvania Avenue
3353	Malwitz, Melissa L.	621 School Avenue, Oshkosh
3349	Perez, Pascual A.	1416 New York Avenue
3346	Shrestha, Hayley E.	1614A Georgia Avenue
3356	Smith, Tania	1022 Clara Avenue
3354	Todd, Stephanie	3513C Eisner Court

AHPS

III

Res. No. 94 - 20 - 21. By Alderpersons Ackley, Donohue, Bohren, Savaglio, Filicky-Peneski, Felde, Phillips, Sorenson, Mitchell, and Dekker.
September 21, 2020.

A RESOLUTION commemorating the distinguished service of Leonard Becker to the City of Sheboygan.

WHEREAS, God and his divine wisdom, has called from this life our valued friend and fellow former Alderperson Leonard "Len" Becker;

WHEREAS, Leonard Becker served the residents of the City of Sheboygan as an alderperson in the 3rd District for many years from 1972 to 1986; and

WHEREAS, during his tenure as alderperson, Mr. Becker served as a valuable member of numerous council committees, including: Board of Park and Forestry Commissioners, Capital Improvement Commission, Finance/Judiciary, Industrial Development Commission, Legislative/Cable Television, Licenses, Parking and Transit Utility Commission, Public Protection and Safety/Licenses/Health and Welfare, Public Streets, Public Works, and Vice President of the Common Council (1979-1980); and

WHEREAS, Mr. Becker served his constituents and the City of Sheboygan faithfully and honorably, being a man of outstanding ability and integrity; and

WHEREAS, Mr. Becker was a valuable member of the City Council and the Committees upon which he served always giving conscientious consideration to all matters which came before him legislating with an open mind; putting honesty and charity before all else, he will always be a good example to all therefore be it resolved, that the City of Sheboygan Common Council go on record in their deep sorrow and offered to his family their deepest sympathy; and

WHEREAS, Leonard Becker passed away on August 30, 2020; and

NOW, THEREFORE, BE IT RESOLVED: That the Common Council hereby commemorates the distinguished service rendered by Mr. Leonard Becker to the City of Sheboygan throughout his many years of service, expresses its sorrow in his passing, and offers to his entire family, its deepest sympathy.

BE IT FURTHER RESOLVED: That this resolution be published in this council's official proceedings, and that a suitable copy be presented to the family of Leonard Becker.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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. _____ - 20 - 21. By Alderpersons Sorenson and Donohue.
September 21, 2020.

A RESOLUTION authorizing the purchase of 1817 North 8th Street (former Save-A-Lot store) for future use by the City.

RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the attached Counter-Offer and Commercial Offer to Purchase between the City of Sheboygan and AF Realty Sheboygan LLC.

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 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-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 09/11/2020 and signed by Buyer City of Sheboygan for purchase of real estate at 1817 N. 8th Street 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) Line 9 is hereby changed to be $985,000.00
2) Line 67 is hereby changed to on or before January 15, 2021
3) The box at line 75 of the Offer to Purchase is hereby checked
4) The following language is hereby added at Additional Provisions line 109: "Buyer is purchasing property in as-is, where-is condition without representations or warranties by Seller".

All other terms in the Offer to Purchase are hereby accepted.

The attached _____ 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 September 22, 2020 (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 Paul Gottsacker, Gottsacker Commercial RE LLC on 09/15/2020.
(Licensee and Firm ▲) (Date ▲)

(x) Ed Ayotte 9/15/2020
Signature of Party Making Counter-Offer ▲ Date ▲
Print name ▶ Ed Ayotte, President

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

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

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

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.

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

WB-15 COMMERCIAL OFFER TO PURCHASE

LICENSEE DRAFTING THIS OFFER ON September 11, 2020 [DATE] IS (AGENT OF BUYER) (AGENT OF SELLER/LISTING BROKER) (AGENT OF BUYER AND SELLER) STRIKE THOSE NOT APPLICABLE

GENERAL PROVISIONS The Buyer, City of Sheboygan, offers to purchase the Property known as [Street Address] 1817 North 8th Street in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert additional description, if any, at lines 109-115 or 277-286 or attach as an addendum per line 479),on the following terms:

■ PURCHASE PRICE: Nine Hundred Thousand and 00/100 Dollars ($ 900,000.00).

■ EARNEST MONEY of $ 0 accompanies this Offer and earnest money of $ 45,000.00 will be mailed, or commercially or personally delivered within 15 days of acceptance to listing broker ~~or~~.

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

■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the date of this Offer not excluded at lines 20-22, and the following additional items: None.

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

■ NOT INCLUDED IN PURCHASE PRICE: No personal property shall be included in the sale; all items of taxable personal property shall be removed prior to closing and Seller shall be responsible for timely filing of personal property tax returns related to all property taxed in 2019.

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

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

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

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

BINDING ACCEPTANCE This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on or before October 10, 2020. Seller may keep the Property on the market and accept secondary offers after binding acceptance of this Offer.

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

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

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

(1) Personal Delivery: giving the document or written notice personally to the Party, or the Party's recipient for delivery if named at line 38 or 39.
Seller's recipient for delivery (optional): Paul Gottsacker, Agent, 909 N. 8th St, Ste 110, Sheboygan, WI
Buyer's recipient for delivery (optional): Chad Pelishek, Director of Planning & Development, 828 Center Ave., Ste 208, Sheb

☐ (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 38 or 39, for delivery to the Party's delivery address at line 47 or 48.

☒ (4) U.S. Mail: depositing the document or written notice postage prepaid in the U.S. Mail, addressed either to the Party, or to the Party's recipient for delivery if named at line 38 or 39, for delivery to the Party's delivery address at line 47 or 48.
Delivery address for Seller: Paul Gottsacker, 909 N. 8th St., Ste 110, Sheboygan, WI 53081
Delivery address for Buyer: Chad Pelishek, 828 Center Ave., Ste 208, Sheboygan, WI 53081

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

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

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

CLOSING This transaction is to be closed no later than Friday, April 16, 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, and ~~rents, prepaid insurance (if assumed),~~ private and municipal charges, ~~property owners association assessments, fuel and~~ _____.

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

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

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

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

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

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

☐ _____.

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

☐ Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on the actual tax bill for the year of closing, with Buyer and Seller each owing his or her pro-rata share. Buyer shall, within 5 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree 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.

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

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

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

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

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

ADDITIONAL PROVISIONS/CONTINGENCIES _____

_____

_____

_____

_____

_____

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116 ☐ **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: _____
117 _____
118 _____ [insert proposed use and type and size of building, if applicable; e.g.
119 restaurant/tavern with capacity of 350 and 3 second floor dwelling units]. The optional provisions checked on lines 123-139 shall be deemed
120 satisfied unless Buyer delivers to Seller by the deadline(s) set forth on lines 123-139 written notice specifying those items which cannot be
121 satisfied and written evidence substantiating why each specific item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice,
122 this Offer shall be null and void. Seller agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 123-139.
123 ☐ **EASEMENTS AND RESTRICTIONS:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at
124 (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense, copies of all public and private easements, covenants and
125 restrictions affecting the Property and a written determination by a qualified independent third party that none of these prohibit or significantly
126 delay or increase the costs of the proposed use or development identified at lines 116 to 118.
127 ☐ **APPROVALS:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken) expense,
128 all applicable governmental permits, approvals and licenses, as necessary and appropriate, or the final discretionary action by the granting
129 authority prior to the issuance of such permits, approvals and licenses, for the following items related to Buyer's proposed use:
130 _____
131 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which significantly increase
132 the cost of Buyer's proposed use, all within _____ days of acceptance of this Offer.
133 ☐ **ACCESS TO PROPERTY:** This Offer is contingent upon Buyer obtaining, within _____ days of acceptance, at (Buyer's) (Seller's)
134 STRIKE ONE ("Buyer's" if neither is stricken) expense, written verification that there is legal vehicular access to the Property from public roads.
135 ☐ **LAND USE APPROVAL:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither is stricken)
136 expense, a ☐ rezoning; ☐ conditional use permit; ☐ license; ☐ variance; ☐ building permit; ☐ occupancy permit; ☐ other _____
137 _____ CHECK ALL THAT APPLY, for the Property for its proposed use described
138 at lines 116-118 or delivering written notice to Seller if the item(s) cannot be obtained or can only be obtained subject to conditions which
139 significantly increase the cost of Buyer's proposed use, all within _____ days of acceptance.
140 ☐ **MAP OF THE PROPERTY:** This Offer is contingent upon (Buyer obtaining) (Seller providing) STRIKE ONE ("Seller providing" if neither is
141 stricken) a _____ survey (ALTA/ACSM Land Title Survey if survey type is not
142 specified) dated subsequent to the date of acceptance of this Offer and prepared by a registered land surveyor, within _____ days of
143 acceptance, at (Buyer's) (Seller's) STRIKE ONE ("Seller's" if neither is stricken) expense. The map shall show minimum of _____ acres,
144 maximum of _____ acres, the legal description of the Property, the Property's boundaries and dimensions, visible encroachments upon
145 the Property, the location of improvements, if any, and: _____
146 _____. STRIKE AND COMPLETE AS APPLICABLE Additional map features
147 which may be added include, but are not limited to: staking of all corners of the Property; identifying dedicated and apparent streets; lot
148 dimensions; total acreage or square footage; utility installations; easements or rights-of-way. Such survey shall be in satisfactory form and
149 accompanied by any required surveyor's certificate sufficient to enable Buyer to obtain removal of the standard survey exception on the title policy.
150 **CAUTION: Consider the cost and the need for map features before selecting them. Also consider the time required to obtain the map**
151 **when setting the deadline.**
152 This contingency shall be deemed satisfied unless Buyer, within five (5) days of the earlier of: (1) Buyer's receipt of the map; or (2) the deadline for
153 delivery of said map, delivers to Seller a copy of the map and a written notice which identifies: (1) a significant encroachment; (2) information
154 materially inconsistent with prior representations; (3) failure to meet requirements stated within this contingency; or (4) the existence of conditions
155 that would prohibit the Buyer's intended use of the Property described at lines 116-118. Upon delivery of Buyer's notice, this Offer shall be null and
156 void.
157 ☐ **DOCUMENT REVIEW CONTINGENCY:** This Offer is contingent upon Seller delivering the following documents to Buyer within
158 _____ days of acceptance: CHECK THOSE THAT APPLY; STRIKE AS APPROPRIATE
159 ☐ Documents evidencing that the sale of the Property has been properly authorized, if Seller is a business entity.
160 ☐ A complete inventory of all furniture, fixtures, equipment and other personal property included in this transaction which is consistent with
161 representations made prior to and in this Offer.
162 ☐ Uniform Commercial Code lien search as to the personal property included in the purchase price, showing the Property to be free and clear
163 of all liens, other than liens to be released prior to or at closing.
164 ☐ Rent roll.
165 ☐ Other _____
166 _____.
167 Additional items which may be added include, but are not limited to: building, construction or component warranties, previous environmental site
168 assessments, surveys, title commitments and policies, maintenance agreements, other contracts relating to the Property, existing permits and
169 licenses, recent financial operating statements, current and future rental agreements, notices of termination and non-renewal, and assessment
170 notices.
171 All documents Seller delivers to Buyer shall be true, accurate, current and complete. Buyer shall keep all such documents confidential and
172 disclose them to third parties only to the extent necessary to implement other provisions of this Offer. Buyer shall return all documents (originals
173 and any reproductions) to Seller if this Offer is terminated.
174 ■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within _____ days of the earlier of
175 receipt of the final document to be delivered or the deadline for delivery of the documents, delivers to Seller a written notice indicating that this

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

DEFINITIONS

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

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

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

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

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

(Definitions Continued on page 6)

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

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

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

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

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

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

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

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

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

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

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

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

☒ **APPRAISAL CONTINGENCY:** This Offer is contingent upon the Buyer or Buyer's lender having the Property appraised at Buyer's expense by a Wisconsin licensed or certified independent appraiser who issues an appraisal report dated subsequent to the date of this Offer indicating an appraised value for the Property equal to or greater than the agreed upon purchase price. This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers to Seller a copy of the appraisal report which indicates that the appraised value is not equal to or greater than the agreed upon purchase price, accompanied by a written notice of termination.

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

ADDITIONAL PROVISIONS/CONTINGENCIES This Offer to Purchase is contingent upon final approval by the City of Sheboygan Common Council.

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DEFINITIONS CONTINUED FROM PAGE 4

■ ENVIRONMENTAL SITE ASSESSMENT: An "Environmental Site Assessment" (also known as a "Phase I Site Assessment")(see lines 379-395) may include, but is not limited to: (1) an inspection of the Property; (2) a review of the ownership and use history of the Property, including a search of title records showing private ownership of the Property for a period of 60 years prior to the visual inspection; (3) a review of historic and recent aerial photographs of the Property, if available; (4) a review of environmental licenses, permits or orders issued with respect to the Property (5) an evaluation of results of any environmental sampling and analysis that has been conducted on the Property; and (6) a review to determine if the Property is listed in any of the written compilations of sites or facilities considered to pose a threat to human health or the environment including the National Priorities List, the Department of Nature Resources' (DNR) Registry of Waste Disposal Sites, the DNR's Contaminated Lands Environmental Action Network, and the DNR's Remediation and Redevelopment (RR) Sites Map including the Geographical Information System (GIS) Registry and related resources. Any Environmental Site Assessment performed under this Offer shall comply with generally recognized industry standards (e.g. current American Society of Testing and Materials "Standard Practice for Environmental Site Assessments"), and state and federal guidelines, as applicable.

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

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

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

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

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

EARNEST MONEY

■ HELD BY: Unless otherwise agreed, earnest money shall be paid to and held in the trust account of the listing broker (Buyer's agent if Property is not listed or Seller's account if no broker is involved), until applied to 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 Safety and Professional Services regulations concerning earnest money. See Wis. Admin. Code Ch. REEB 18.

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TITLE EVIDENCE

■ 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 disclosure report, and Real Estate Condition Report, if applicable, 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.**

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.

■ 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 365-371).

■ 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 _____ days after acceptance ("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 341-348, 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 _____ 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 _____ 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/OTHER EXPENSES: 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).

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

■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance, delivers to Seller a copy of the Environmental Site Assessment report and a written notice listing the Defect(s) identified in the Environmental Site Assessment report to which Buyer objects (Notice of Defects).

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

■ 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 Environmental Site Assessment report and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will not cure or (b) Seller does not timely deliver the written notice of election to cure.

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

If Buyer defaults, Seller may:

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

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

If Seller defaults, Buyer may:

(1) sue for specific performance; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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450 [X] **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 437-449). This Offer is contingent upon
451 a qualified independent inspector(s) conducting an inspection(s) of the Property which discloses no Defects. This Offer is further contingent upon
452 a qualified independent inspector or qualified independent third party performing an inspection of the HVAC system and the roof
453 _____ (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which
454 discloses no Defects. Buyer shall order the inspection (s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections
455 recommended in a written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 461.
456 Each inspection shall be performed by a qualified independent inspector or qualified independent third party.
457 **CAUTION: Buyer should provide sufficient time for the primary inspection and/or any specialized inspection(s), as well as any follow-up**
458 **inspection(s).**
459 For the purpose of this contingency, Defects (see lines 223-225) do not include conditions the nature and extent of which Buyer had actual
460 knowledge or written notice before signing the Offer.
461 ■ CONTINGENCY SATISFACTION: This contingency shall be deemed satisfied unless Buyer, within 30 days of acceptance,
462 delivers to Seller a copy of the inspection report(s) and a written notice listing the Defect(s) identified in the inspection report(s) to which Buyer
463 objects (Notice of Defects).
464 **CAUTION: A proposed amendment is not a Notice of Defects and will not satisfy this notice requirement.**
465 ■ RIGHT TO CURE: Seller (shall)(shall not) STRIKE ONE ("shall" if neither is stricken) have a right to cure the Defects. If Seller has the right to
466 cure, Seller may satisfy this contingency by: (1) delivering written notice to Buyer within 10 days of Buyer's delivery of the Notice of Defects stating
467 Seller's election to cure Defects, (2) curing the Defects in a good and workmanlike manner and (3) delivering to Buyer a written report detailing the
468 work done within 3 days prior to closing. This Offer shall be null and void if Buyer makes timely delivery of the Notice of Defects and written
469 inspection report(s) and: (1) Seller does not have a right to cure or (2) Seller has a right to cure but: (a) Seller delivers written notice that Seller will
470 not cure or (b) Seller does not timely deliver the written notice of election to cure.
471 [ ] **CLOSING OF BUYER'S PROPERTY CONTINGENCY:** This Offer is contingent upon the closing of the sale of Buyer's property located at
472 _____, no later than _____. If Seller accepts a bona fide secondary offer,
473 Seller may give written notice to Buyer of acceptance. If Buyer does not deliver to Seller a written waiver of the Closing of Buyer's Property
474 Contingency and _____
475 _____
476 **[INSERT OTHER REQUIREMENTS, IF ANY (e.g., PAYMENT OF ADDITIONAL EARNEST MONEY, WAIVER OF ALL CONTINGENCIES, OR**
477 **PROVIDING EVIDENCE OF SALE OR BRIDGE LOAN, etc.)]** within _____ hours of Buyer's Actual Receipt of said notice, this Offer shall be
478 null and void.
479 [ ] **ADDENDA:** The attached _____ is/are made part of this Offer.
480 This Offer was drafted by [Licensee and Firm] City Attorney Charles C. Adams
481 _____ on September 11, 2020.
482 Buyer Entity Name (if any): City of Sheboygan
483 (x) _____
484 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Michael Vandersteen Mayor Date ▲ 9/11/2020
485 (x) _____
486 Buyer's/Authorized Signature ▲ Print Name/Title Here ▶ Meredith DeBruin Clerk Date ▲ 9/11/20
487 EARNEST MONEY RECEIPT Broker acknowledges receipt of earnest money as per line 10 of the above Offer.
488 _____ Broker (By) _____
489 **SELLER ACCEPTS THIS OFFER. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OFFER SURVIVE CLOSING**
490 **AND THE CONVEYANCE OF THE PROPERTY. SELLER AGREES TO CONVEY THE PROPERTY ON THE TERMS AND CONDITIONS AS**
491 **SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OFFER.**
492 Seller Entity Name (if any): AF Realty Sheboygan LLC
493 (x) _____
494 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
495 (x) _____
496 Seller's/Authorized Signature ▲ Print Name/Title Here ▶ Date ▲
497 This Offer was presented to Seller by [Licensee and Firm] _____
498 _____ on _____ at _____ a.m./p.m.
499 This Offer is rejected _____ _____ This Offer is countered [See attached counter] _____ _____
500 Seller Initials ▲ Date ▲ Seller Initials ▲ Date ▲

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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-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 09/11/2020 and signed by Buyer City of Sheboygan for purchase of real estate at 1817 N. 8th Street 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) Line 9 is hereby changed to be $985,000.00
2) Line 67 is hereby changed to on or before January 15, 2021
3) The box at line 75 of the Offer to Purchase is hereby checked
4) The following language is hereby added at Additional Provisions line 109: "Buyer is purchasing property in as-is, where-is condition without representations or warranties by Seller".

All other terms in the Offer to Purchase are hereby accepted.

The attached _____ 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 September 22, 2020 (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 Paul Gottsacker, Gottsacker Commercial RE LLC (Licensee and Firm ▲) on 09/15/2020 (Date ▲).

(x) Ed Ayotte 9/15/2020
Signature of Party Making Counter-Offer ▲ Date ▲
Print name ▶ Ed Ayotte, President

(x) Michael Vandersteen 9-22-2020
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Michael Vandersteen

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

(x) Meredith DeBruin 9.22.2020
Signature of Party Accepting Counter-Offer ▲ Date ▲
Print name ▶ Meredith DeBruin

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

III

Res. No. ____ - 20 - 21. By Alderpersons Donohue and Bohren.
September 21, 2020.

A RESOLUTION authorizing the City Attorney's Office to settle the matter of *Accurate Repairs v. City of Sheboygan,* Case No. 2018CV000671.

WHEREAS, the rules are being suspended as settlement of this litigation was discussed in closed session at the Finance and Personnel Committee meeting held on September 14, 2020.

NOW, THEREFORE, BE IT RESOLVED: That the City Attorney's Office is hereby authorized to negotiate and settle *Accurate Repairs v. City of Sheboygan,* Case No. 2018CV000671, with a payment to Accurate Repairs not to exceed $91,627.38.

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. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
September 21, 2020.

A RESOLUTION declaring a public emergency with respect to the condition of the Shoreline Metro Transportation Facility roof, authorizing the appropriate City officials to negotiate and enter into an agreement with Kaschak Roofing, Inc. for the replacement of all decking on the roof at the Shoreline Metro Transportation Facility, and authorizing the appropriate City officials to seek and accept CARES Act funding for this project.

WHEREAS, in July 2020 the Common Council approved a contract with Kaschak Roofing, Inc. ("Kaschak Roofing") to replace the roof at the Shoreline Metro Transportation Facility; and

WHEREAS, the specifications for the roof replacement assumed that some of the roof decking would need to be replaced; and

WHEREAS, after starting the roof replacement process, Kaschak Roofing - in consultation with the City's roofing consultant, Tremco Inc. and City staff - determined that the roof decking is in much worse shape than initially anticipated, and that all of the roof decking must be replaced; and

WHEREAS, the current state of the roof decking at the Shoreline Metro Transportation Facility has created an imminent safety issue that must be addressed; and

WHEREAS, in order to address this imminent safety issue as expeditiously as possible, it is appropriate to suspend the rules and pass this Resolution on first reading without referral to committee; and

WHEREAS, the cost of replacing all of the roof decking is estimated at $250,000; and

WHEREAS, because of the cost of the roof decking work relative to the roof replacement cost, this work cannot be completed as a change order to the initial agreement; and

WHEREAS, ordinarily, public construction projects require public bidding, but Wis. Stat. § 62.15(1b) allows for the public bidding process to be bypassed for the "repair and reconstruction of public facilities when damage or threatened damage thereto creates an emergency . . . in which the public health or welfare of the city is endangered"; and

WHEREAS, Shoreline Metro Transportation has received pre-award authority from the Federal Transit Administration to use CARES Act funding for this project.

Suspend & adopt

NOW, THEREFORE, BE IT RESOLVED: That pursuant to Wis. Stat. § 62.15(1b), the Common Council of the City of Sheboygan declares that the public health or welfare of the city is endangered by the current condition of the roof at the Shoreline Metro Transportation Facility. As such, the necessary reconstruction of the roof decking at the Shoreline Metro Transportation Facility may proceed without public bidding.

BE IT FURTHER RESOLVED: That it is in the best interest of the City to award a contract to Kaschak Roofing for the roof decking work.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to negotiate and execute an Agreement with Kaschak Roofing, with the same general terms and conditions as the agreement approved in July 2020, not to exceed $225,000, for the roof decking work.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to apply for CARES Act funding from the Federal Transportation Administration, to execute any necessary documents related to the receipt of those grant funds, and to expend the grant funds in payment of this Agreement.

_____

_____

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

We Specialize in Commercial Flat Roofs and Roof Repairs

KASCHAK ROOFING, INC.

2301 West Purdue Street • Milwaukee, WI 53209 • Office: (414) 763-1689 • Fax: (414) 763-2430

Job Name: Shoreline Metro Administration and Maintenance Facility 2020 Roof Replacement (Project 2)

Job Purpose: The Shoreline Metro Administration and Maintenance Facility has a corrugated metal roof deck with built up asphalt roofing on top. The building roof has been leaking for several years. An allowance for the replacement of approximately 2.000 sq. ft. of decking was included in the bid specs for Project 1, currently underway. The bad decking was expected to be found closest to the gutter or at the bottom of the downslope of the roof.

The Contractor started replacement at the top of the upslope intending to work their way down. Once the asphalt was removed they immediately noted that decking had become heavily encrusted with rust and the decking had a fair amount of deflection when walked upon. The rust of course occurred when water penetrated the asphalt surface and was trapped on top of the steel decking and under the asphalt.

The damage to the steel decking, which is only about 3/8" inch thick and was considered to be the "good" part of the roof, caused the steel to lose enough of its strength so as to be considered unsafe to walk across. Once the new steel was laid over the top of the damaged decking, the increase in weight was immediately noted.

It is critical to note that the damage could not be predicted and there was no indication of the presence of rust on the underside of the decking nor any noticeable deflection noted while the asphalt membrane was in place prior to the bid for Project 1.

The City has known for a number of years that the roof on the Shoreline Metro Building was in need of replacement. That said, it is difficult to say whether the level of damage to the steel would have been less if perhaps the roof had been replaced two, three or even five years earlier.

Job Scope: The Contractor has indicated an overlay of new decking is the best and only course of action. New decking would be laid on all three sections of the roof as part of Project 2.

Additional safety measures will also need to be implemented as they progress from the "good" section of roof toward the "bad" sections. These will include temporary cordoning off of the garage space below for additional safety.

It is also important to note that the fastening of new steel requires additional manpower to assure that fasteners do not accidentally penetrate electrical conduits mounted to the underside of the roof deck.

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2301 West Purdue Street • Milwaukee, WI 53209 • Office: (414) 763-1689 • Fax: (414) 763-2430

The overlay will create a solid structural foundation for the new asphalt material and roofing material (Project 1), enhance safety and result in a roof that will last 20-25 years or more.

Project 2 will be constructed alongside Project 1.

Job Contact: Mr. Bernard Rammer, City Purchasing Agent – (920)-459-3969

Job Costs: Kaschak Roofing is pleased to offer the following proposal for deck overlay on all roof sections.

Below is a cost breakdown of each roof section:

- Section 1
  - Area #1 East Wing above Administrative Offices - **$21,400.00**
- Section 2
  - Areas #2 and #3 Main Upper Roof - **$151,000.00**
- Section 3
  - Areas #4 and #5 West Wing - **$53,000.00**

The proposal totals **$225,400** and includes material, labor, equipment, freight and safety precautions.

Sincerely,

Nick Crego
Project estimator
Cell # 414-916-4541
Email nickcrego@ameritech.net

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
KASCHAK ROOFING, INC.

REGARDING DECKING REPLACEMENT AT SHORELINE METRO

This Agreement ("Agreement") is made and entered into effective this 29th day of September, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and Kaschak Roofing, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Shoreline Metro Administration and Maintenance Facility at 608 South Commerce Street (the "Administration and Maintenance Facility"); and

WHEREAS, the City wished to have the roof replaced and other related work completed at the Administration and Maintenance Facility; and

WHEREAS, in order to accomplish that work, the City issued Request for Bids # 1985-20 to obtain bids from qualified providers of the materials and services needed to complete the roof replacement; and

WHEREAS, the City awarded a contract to Contractor to replace the roof at the Administration and Maintenance Facility; and

WHEREAS, the bid specifications for the roof replacement anticipated that some amount of decking replacement would be necessary, and an allowance was included in the bid specifications to account for that; and

WHEREAS, after starting the roof replacement, it was determined that the roof decking was in much worse shape than initially believed, and that the only course of action was to replace all of the roof decking at the Administration and Maintenance Facility; and

WHEREAS, on September 21, 2020, the Common Council of the City adopted Resolution 93-20-21, which declared a public emergency with respect to the condition of the Administration and Maintenance Facility roof, allowing the City to bypass the public bidding process with respect to the replacement of all of the roof decking at the Administration and Maintenance Facility ("Roof Decking Replacement"); and

WHEREAS, as Contractor is already on site for the roof replacement, it is appropriate for Contract to also handle the Roof Decking Replacement; and

WHEREAS, Contractor desires to provide the City with the necessary Roof Decking Replacement under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
Contractor will install a complete overlay of new decking at the Administration and Maintenance Facility. The new decking will be sufficient to create a solid structural foundation for the new asphalt material and roofing material, which Contractor is doing under a separate contract with the City.

Contractor shall provide all necessary labor, materials, equipment, licenses, permits[1], and travel expenses related to the completion of this work.

Article 2. Standard of Care
Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative
The City designates Bernie Rammer and Derek Muench as its Representatives for purposes of this Agreement. If the City's Representatives deems it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

For purposes of this Agreement, the Recipient's CEO is Derek Muench.

[1] Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed $225,400.00, as set forth below:

- Section #1 (Area #1 East Wing above Administrative Offices): $21,400.00
- Section #2 (Areas #2 and #3: Main Upper Roof): $151,000.00
- Section #3 (Areas #4 and #5: West Wing): $53,000.00

Invoices shall be sent via first class mail postage prepaid. Payment will be remitted to Contractor within forty-five (45) days of receipt of invoice. Contractor shall submit an invoice to the City on a monthly basis and shall be based on the percentage of the Services described in Article 1 completed. The invoice shall be sent to:

Bernie Rammer
City of Sheboygan
828 Center Ave.
Sheboygan, Wisconsin 53081

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses. In the event that additional labor is approved, each hour of additional labor will not exceed $80.00. In the event that additional materials are approved and are purchased by Contractor, the markup on the materials shall not exceed 15%.

The City may withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following:

- Defective work.
- Evidence indicating the probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.

The submission of any request for payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a

timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty. The City agrees that it will make its best effort to obtain sufficient funds for the Agreement to meet its obligations hereunder in full.

Article 6. Performance and Payment Bond

Contractor shall, within fifteen (15) days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of one hundred percent (100%) of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within thirty (30) calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by November 15, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

Article 8. Liquidated Damages

In the event that Contractor does not complete the Services by the Deadline, there shall be deducted from any monies due or that may become due to Contractor, for each and every calendar day that the work remains uncompleted, a sum of Four Hundred and 00/100 Dollars ($400.00) per calendar day.

This sum shall be considered and treated not as a penalty but as fixed, agreed, and liquidated damages due the City from Contractor by reason of inconvenience to the public, added cost of supervision, and other items which have caused an expenditure of public funds resulting from his failure to complete the work.

Permitting Contractor to continue and finish the work or any part of same after the time fixed for its completion, or after the date to which the time for completion may have been extended, shall in no way be construed as a waiver on the part of the City of any of its rights under this Agreement.

Article 9. Workmanship and Quality of Materials

Contractor's Warranty for the Services is set forth in the Project Manual.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 10. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 11. Access to Records and Construction Site

Contractor will retain, and will require its approved subcontractors to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Contractor will comply with the record retention requirements in 2 C.F.R. § 200.333. Contractor shall maintain all books, records, accounts, and reports required under this Agreement for a period of not less than seven (7) years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Contractor shall provide sufficient access to FTA, the U.S. Comptroller General, the City, and the contractors of those entities to inspect and audit records and information related to performance of this Agreement as reasonably may be required.

Contractor shall permit FTA, the U.S. Comptroller General, the City, and the contractors of those entities access to the sites of performance under this Agreement as reasonably may be required.

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, and that Contractor must defend and hold the City harmless from liability under that law.

Article 12. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, ten (10) days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor

shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety for failure to complete the work in the time specified.

For the avoidance of doubt, the specific remedies identified in this Article 12 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 13. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of ten (10) days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 14. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 15. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or sub-contractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any

other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 16. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, attorney's fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and attorney's fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 17. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements. In the event this Agreement authorizes any work to be subcontracted, Contractor shall require any subcontractor to similarly provide Workers' Compensation Insurance in accordance with all statutory requirements.

b. Commercial General Liability Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least $2,000,000 per occurrence and $2,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least thirty (30) days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 18. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 19. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement shall be considered to be a waiver of any other term or breach thereof.

Article 20. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 21. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party.

Article 22. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Article 23. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 24. Non-Discrimination and Equal Opportunity
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: 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.

Contractor further agrees to take affirmative action to ensure equal employment opportunities, including complying with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Article 25. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 26. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City: **Contractor:**

City Clerk	Mr. Nick Crego
City of Sheboygan	Kaschak Roofing Inc
828 Center Ave.	2301 W. Purdue Street
Sheboygan, Wisconsin 53083	Milwaukee WI 53209

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 27. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 28. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 29. Integration and Modification
This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Project Estimate from Contractor
4. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 30. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 31. Federal Provisions

The City is funding this project with federal funds. As such, federal law requires the inclusion of certain provisions in this Agreement and in any agreement between the Contractor and an approved subcontractor. Contractor agrees that all of the provisions referenced in this Article 31 will be incorporated into any agreement between the Contractor and any approved subcontractor.

1. An Addendum of Federal Provisions was included in the Bid Documents. For the sake of clarity, that Addendum is attached to this Agreement as Exhibit 4. Each of those provisions applies to this Agreement.
2. The Access to Records and Construction Site Clause in Article 11 will be incorporated into any agreement between the Contractor and any approved subcontractor.
3. The Nondiscrimination Clause in Article 24 will be incorporated into any agreement between the Contractor and any approved subcontractor.

Additionally, the following provisions also apply:

1. Disadvantaged Business Enterprise
    a. The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. This requirement is in addition to all other equal opportunity employment requirements of this Agreement. The Contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the City deems appropriate, which may include, but is not limited to:
        i. Withholding monthly progress payments;

ii. Assessing sanctions;
iii. Liquidating damages; and/or
iv. Disqualifying the contractor from future bidding as non-responsible.

b. The Contractor shall pay approved subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the City makes to Contractor.

c. Contractor shall provide the City access to necessary records to examine information as the City deems appropriate for the purpose of investigating and determining compliance with this provision, including, but not limited to, records of expenditures, invoices, and contracts between the Contractor and other DBE parties entered into during the life of the Agreement.

d. Contractor shall permit authorized representatives of the City, the U.S. Department of Transportation, and the Comptroller General of the United States to inspect and audit all data and records of Contractor relating to its performance with respect to this provision.

e. All data and records pertaining to DBE shall be maintained in accordance with Article 11 of this Agreement.

2. Prevailing Wage and Anti-Kickback

a. Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects.

b. Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144 and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. The applicable Prevailing Wage Determination for this Agreement is WI20200016, a copy of which is attached to this Agreement as Exhibit 5. In addition, the Contractor agrees to pay wages not less than once a week.

c. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. Contract Work Hours and Safety Standards

a. Contractor shall comply with the Contract Work Hours and Safety Standards (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part 5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half

times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. In the event of a violation of this provision, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of overtime wages required by this clause.

c. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this provision.

d. The Contractor shall insert in any subcontracts the clauses set forth in this provision and also a clause requiring any approved subcontractor to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any approved subcontractor or lower tier subcontractor with the clauses set forth in this provision.

4. Debarment, Suspension, Ineligibility, and Voluntary Exclusion

   a. Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180.

   b. Contractor shall verify that its principals, affiliates, and approved subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

      i. Debarred from participation in any federally assisted Award;
      ii. Suspended from participation in any federally assisted Award;
      iii. Proposed for debarment from participation in any federally assisted Award;
      iv. Declared ineligible to participate in any federally assisted Award;
      v. Voluntarily excluded from participation in any federally assisted Award; or
      vi. Disqualified from participation in any federally assisted Award.

   c. Contractor certifies as follows:

      i. The certification in this clause is a material representation of fact relied upon by the recipient.

ii. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to the recipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. Contractor agrees to comply with the requirements of 49 C.F.R. 29, Subpart C throughout the period of this Agreement.

e. Contractor agrees to include a provision requiring compliance in its lower tier covered transactions.

5. Safe Operation of Motor Vehicles

a. Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the City.

b. Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Agreement.

6. Clean Air Act and Federal Water Pollution Control Act

a. Contractor will comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act or the Federal Water Pollution Control Act. Any violation will be reported to the FTA and the Regional Office of the U.S. EPA.

b. Specifically, Contractor agrees:

i. It will not use any violating facilities;

ii. It will report the use of facilities placed or likely to be placed on the U.S. EPA "List of Violating Facilities";

iii. It will report violations of use of prohibited facilities to FTA; and

iv. It will comply with the inspection and other requirements of the Clean Air Act, as amended (42 U.S.C. §§ 7401 – 7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

Article 32. <u>Other Provisions</u>

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

5. Definitions.

   a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

   b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

   c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: 9-29-2020

CONTRACTOR

BY: _____

ATTEST: _____

DATE: 9/24/2020

III

Res. No. ____ - 20 - 21. By Alderperson Bohren. September 21, 2020.

A RESOLUTION approving the final plat of the Stonebrook Crossing Addition No. 1 subdivision.

RESOLVED: That the final plat of the Stonebrook Crossing Addition No. 1 subdivision, located in the NE1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, is hereby approved.

BE IT FURTHER RESOLVED: That the approval of the aforementioned is conditioned upon compliance with all required state approvals and the recording of the plat with the Register of Deeds for Sheboygan County, and the filing of two (2) true copies with the City Clerk.

Plan Commission

_____

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

Stonebrook Crossing Addition No. 1

Part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

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

Stonebrook Crossing LLC
4539 S. Taylor Dr.
Sheboygan, WI 53081

Surveyor

David J. Leininger
Homeland Surveying, LLC
2079 Cold Springs Rd.
Saukville, WI 53080

Public Utility Easement Provisions

A public utility easement for electric, gas and communication facilities is hereby granted by Stonebrook Crossing LLC, the Grantor, to Wisconsin Power and Light Company, Wisconsin Bell, Inc. d/b/a AT&T-Wisconsin, and Spectrum Mid-America, LLC, the Grantees, their respective successors and assigns, to construct, install, operate, repair, maintain and replace from time to time, said facilities and associated appurtenances used in connection with overhead and underground distribution of electricity and electric energy for such purposes as the same is now or may hereafter be used and for sounds and signals, and with underground distribution of natural gas products and all other by-products thereof. All in over, under, across, along and upon the property shown within those areas on the plat designated as "public utility easement" and the property designated on the plat for streets, whether public or private, together with the right to install service connections upon, across, within and beneath the surface of each lot to serve improvements thereon, or on adjacent lots: Also the right of access to the easement; Also the right to trim and cut down trees, brush and roots as may be reasonably required incident to the rights herein given; Also the right to remove and clear all obstructions from the surface and subsurface as may be reasonable required incident to the rights herein given. The Grantees agree to restore or cause to have restored, the property, as nearly as is reasonably possible, to the condition existing prior to such entry by the Grantees or their agents. This restoration, however, does not apply to the initial installation of the above designated utility facilities or to any trees, brush or roots which may be removed at any time pursuant to the rights herein granted. Buildings, structures, obstructions and planting of trees shall not be placed within the lines marked "public utility easement" without the prior written consent of Grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered by more than six inches without written consent of Grantees. The Grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

Drainage Easement Provisions

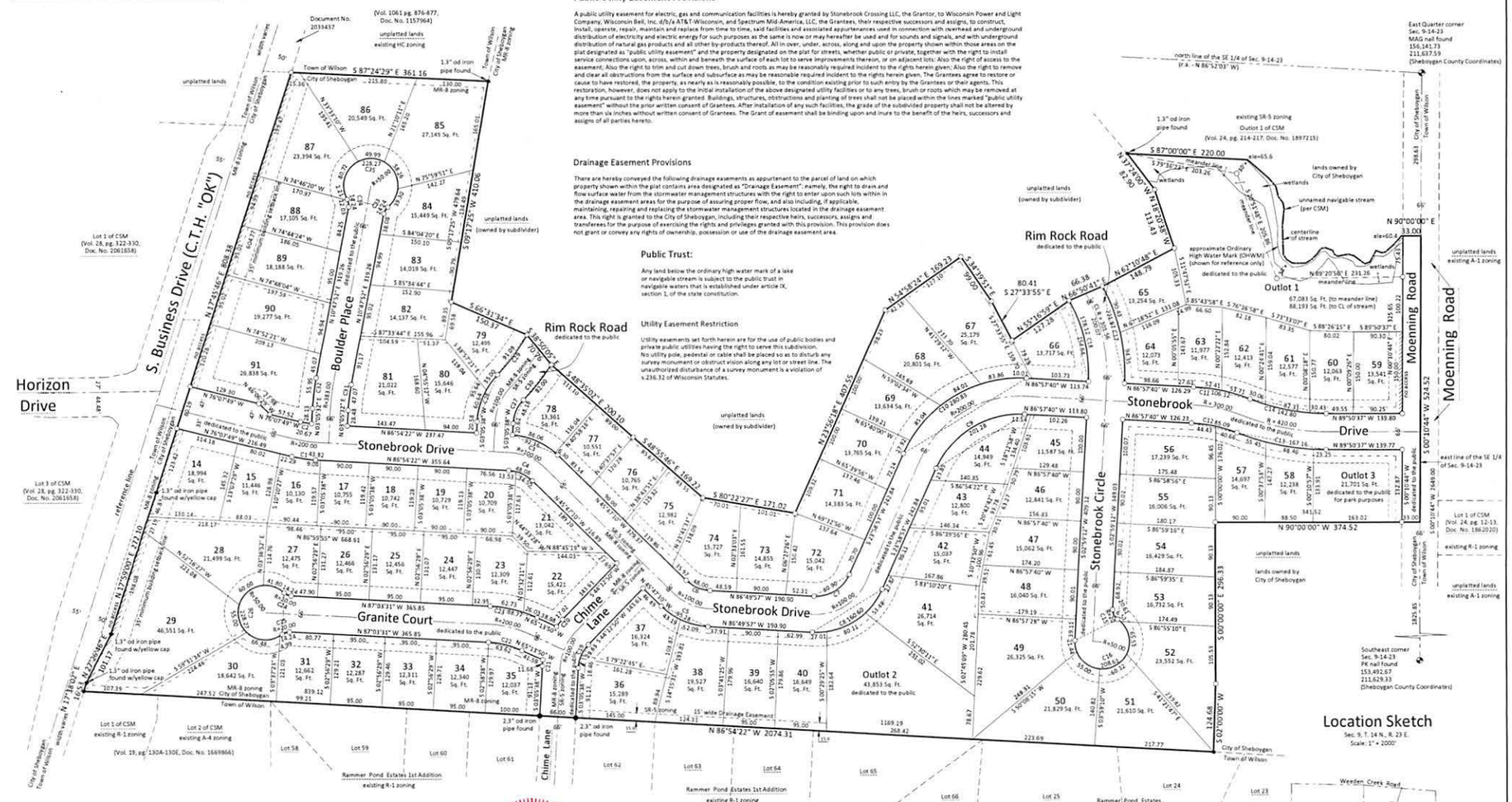
There are hereby conveyed the following drainage easements as appurtenant to the parcel of land on which property shown within the plat contains area designated as "Drainage Easement"; namely, the right to drain and flow surface water from the stormwater management structures with the right to enter upon such lots within in the drainage easement areas for the purpose of assuring proper flow, and also including, if applicable, maintaining, repairing and replacing the stormwater management structures located in the drainage easement area. This right is granted to the City of Sheboygan, including their respective heirs, successors, assigns and transferees for the purpose of exercising the rights and privileges granted with this provision. This provision does not grant or convey any rights of ownership, possession or use of the drainage easement area.

Public Trust:

Any land below the ordinary high water mark of a lake or navigable stream is subject to the public trust in navigable waters that is established under article IX, section 1, of the state constitution.

Utility Easement Restriction

Utility easements set forth herein are for the use of public bodies and private public utilities having the right to serve this subdivision. No utility pole, pedestal or cable shall be placed so as to disturb any survey monument or obstruct vision along any lot or street line. The unauthorized disturbance of a survey monument is a violation of s.236.32 of Wisconsin Statutes.



Location Sketch

Sec. 9, T. 14 N., R. 23 E.
Scale: 1" = 2000'



(r.a.) - means "recorded as"

Bearings are referenced to the Wisconsin County Coordinate System, Sheboygan County. The east line of the SE 1/4 of Sec. 9-14-23 has a bearing of S 00°10'44" W.

Scale in feet
1" = 100'

○ - indicates a 1.27" dia. x 18" rebar weighing 4.30 lbs./ft. set.

● - indicates a 1.3" od iron pipe found unless otherwise noted.

All other lot corners are a 0.75" dia. x 18" rebar weighing 1.50 lbs./ft. set.

All lengths shown on curves are curve distances

WISCONSIN
DAVID J. LEININGER
S 2285
SAUKVILLE
WI
LAND SURVEYOR

David J. Leininger, S-2285

Dated this 17th day of September, 2020.

Notes:

Wetlands was delineated and located by Evergreen Consultants on October 25, 2019.

The topography was supplied by Abacus Architects which was done in 2005 by Wagner Excavating, Inc.

The topographic elevation datum is based on City datum per Abacus Architect, Inc.

The water elevation is based on topography done in 2005.

SR-5 Zoning requirements:

25' minimum building setback from front lot line (shown)
5' minimum building side yard , total of both not less than 15'
20' minimum building rear yard

MR-8 Zoning requirements: (single family)

25' minimum building setback from front lot line (shown) (unless otherwise noted)
5' minimum building side yard , total of both not less than 10'
20' minimum building rear yard

This instrument was drafted by David J. Leininger, S-2285

Stonebrook Crossing Addition No. 1

Part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

Surveyor' Certificate:

I, David J. Leininger, professional land surveyor, hereby certify that by the direction of Stonebrook Crossing LLC, I have surveyed, divided and mapped this plat entitled Stonebrook Crossing Addition No. 1, a subdivision of part of the NE 1/4 and NW 1/4 of the SE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 298.63 feet to the most southeast corner of Certified Survey Map recorded in the Sheboygan County Register of Deeds Office in Volume 24 on pages 214-217, as Document No. 1897215, being the point of beginning of lands herein described; thence continuing S 00°10'44" W, along said east line of the SE 1/4, 524.52 feet; thence N 90°00'00" W, 374.52 feet thence S 00°00'00" E, at right angles, 296.33 feet; thence S 02°00'00" W, 124.68 feet to a point in the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map as recorded in the Sheboygan County Register of Deeds Office in Volume 19 on pages 130A-130E, as Document No. 1669866, 2074.31 feet to a point in the southeasterly right of way line of S. Business Drive (C.T.H. "OK"); thence N 17°38'02" E, along said southeasterly right of way line, 16.53 feet; thence N 27°26'46" E, continuing along said southeasterly right of way line, 101.17 feet: thence N 17°59'00" E, continuing along said southeasterly right of way line, 272.10 feet; thence N 17°45'46" E, continuing along said southeasterly right of way line, 808.38 feet to the southeast corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deed Office; thence S 87°24'29" E, along the easterly extension of the south line of said lands described in Document No. 2033437 and along the south line of lands described in Volume 1061, pages 876-877, as Document No. 1157964, 361.16 feet to the southeast corner of said lands; thence S 09°17'25" W, 410.06 feet; the S 66°31'34" E, 150.37 feet; thence S 38°50'05" E, 70.76 feet; thence S 48°35'02" E, 200.10 feet; thence S 48°55'46" E, 169.22 feet; thence S 80°22'27" E, 171.02 feet; thence N 23°56'18" E, 407.55 feet; thence N 54°58'24" E, 169.23 feet; thence S 34°39'51" E, 99.00 feet; thence S 27°33'55" E, 80.41 feet; thence N 55°16'59" E, 127.28 feet; thence N 66°50'41" E, 66.38 feet; thence N 62°10'48" E, 148.79 feet; thence N 18°20'38" W, 113.43 feet; thence N 37°24'00" W, 82.90 feet to the most westerly southwest corner of said Certified Survey Map recorded in Volume 24 on pages 214-217; thence S 79°36'23" E, along a meander line, along the south side of a stream, 203.26 feet; thence S 20°51'48" E, continuing along said meander line, along the west side of said stream, 205.86 feet; thence N 89°20'56" E, continuing along said meander line, along the south side of said stream, 231.26 feet to a point in the west right of way line of Morning Road; thence N 00°10'44" E, along said west right of way line, 75.43 feet to a point in the south line of said Certified Survey Map recorded in Volume 24 on pages 214-217; thence N 90°00'00" E, along said south line, 33.00 feet to the point of beginning.

Containing 1,717,247 square feet (39.423 acres) more or less to said meander line.

Together with those lands lying between said meander line and the centerline of said stream.

I further certify that this plat is a correct representation of the exterior boundaries and the subdivisions of the land surveyed and described and that I have fully complied with the provisions of Section 236 of the Wisconsin Statutes and the Subdivision Regulations of the City of Sheboygan in surveying, dividing, and mapping said land.

Dated this 17th day of September, 2020.

David J. Leininger, S-2285

WISCONSIN DAVID J. LEININGER S-2285 SAUKVILLE WI LAND SURVEYOR

Owner's Certificate of Dedication

Stonebrook Crossing 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 the plat.

Stonebrook Crossing 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
Sheboygan County Planning and Resource Department
City of Sheboygan

Stonebrook Crossing LLC

_____
Robert J. Werner - Manager
Stonebrook Crossing LLC

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

Personally came before me this _____ day of _____, 20____, Robert J. Werner of the above named limited liability company, to me known to be the same person who executed the foregoing instrument, and to me known to be such Manager 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 Seal) _____

Notary Public, _____, Wisconsin

My commission expires _____.

City of Sheboygan Common Council Approval Certificate

Resolved, that the plat of Stonebrook Crossing Addition No. 1 in the City of Sheboygan, Stonebrook Crossing LLC, owner, is hereby approved by the Common Council.

All conditions have been met as of the _____ day of _____, 2020.

Date _____ Signed _____
Mike Vandersteen - Mayor

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

Date _____ Signed _____
Meredith DeBruin - City Clerk

Certificate of City of Sheboygan Treasurer

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, Marty Halerson, being the duly appointed qualified and acting Treasurer of the City 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

_____ on any of the land included in the plat of Stonebrook Crossing Addition No. 1.

_____ _____
Date Marty Halverson - City Treasurer

Certificate of the County Treasurer

STATE OF WISCONSIN)
SHEBOYGAN COUNTY) SS

I, Laura Henning-Lorenz, being the duly elected, qualified and acting treasurer of the County of Sheboygan, do hereby certify that the records in my office show no unredeemed tax sales and no unpaid taxes or special assessments as of

_____ affecting the lands included in the plat of Stonebrook Crossing Addition No. 1.

_____ _____
Date Laura Henning-Lorenz - Treasurer

Curve Table

CURVE / LOT	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	TAN BEARING-IN	TAN BEARING-OUT
C1 16	233.00	43.82	43.76	S 81°51'05.5" E	10°46'33"	S 76°70'49" E	S 86°54'22" E
C2 91	167.00	20.67	20.65	S 79°40'31" E	7°05'24"	S 76°70'49" E	S 83°13'13" E
C3	133.00	92.36	90.51	S 65°34'48" E	39°47'16"	N 45°42'10" W	N 85°34'42" W
C4 78	133.00	86.06	84.56	N 67°02'16.5" W	37°04'19"	N 48°30'07" W	N 85°34'25" W
C5 77	133.00	6.10	6.10	N 47°08'38.5" W	2°37'57"	N 45°47'10" W	N 48°30'07" W
C4	67.00	48.08	47.06	S 68°20'46" E	41°07'12"	N 45°47'10" W	N 86°54'22" W
C4 20	67.00	33.93	33.57	N 85°37'13.5" W	11°38'21"	N 71°20'05" W	N 85°34'44" W
C5 21	67.00	34.65	34.27	N 60°33'37.5" W	29°37'51"	N 45°47'10" W	N 71°20'05" W
C6	133.00	95.28	93.26	S 66°18'33.5" E	41°02'47"	S 45°47'10" E	S 86°49'57" E
C6 37	133.00	43.19	43.00	S 55°09'21.5" E	18°36'21"	S 45°47'10" E	S 64°23'33" E
C6 38	133.00	52.09	51.76	S 73°36'45" E	22°26'24"	S 64°23'33" E	S 86°49'57" E
C6 74	67.00	48.00	46.98	S 66°18'33.5" E	41°02'47"	S 45°47'10" E	S 86°49'57" E
C7 72	67.00	80.90	76.08	N 58°34'28" E	69°11'10"	S 86°49'57" E	N 23°58'53" E
C8	133.00	160.60	151.02	N 58°34'28" E	69°11'10"	S 86°49'57" E	N 23°58'53" E
C8 40	133.00	27.01	26.97	N 81°05'53.5" E	11°38'15"	S 86°49'57" E	N 81°31'48" E
C8 OL1	133.00	80.11	78.90	N 64°16'28" E	34°30'40"	N 81°31'48" E	N 47°01'08" E
C9 41	133.00	51.48	51.17	N 35°50'00.5" E	22°10'41"	N 47°04'59" E	N 24°54'53" E
C9 44	167.00	201.28	189.32	N 58°30'36.5" E	69°01'27"	N 86°57'40" W	S 23°58'53" W
C10	233.00	280.83	264.14	N 58°30'36.5" E	69°01'27"	N 86°57'40" W	S 23°58'53" W
C10 70	233.00	27.92	27.90	S 27°24'53.5" W	6°51'57"	S 30°50'50" W	S 23°58'53" W
C10 69	233.00	85.04	84.57	S 41°18'03.5" W	20°54'41"	S 51°45'31" W	S 30°50'50" W
C10 68	233.00	84.01	83.56	S 62°05'18" W	20°39'34"	S 72°25'05" W	S 51°45'31" W
C10 67	233.00	83.86	83.41	S 83°43'42.5" W	20°37'15"	N 89°57'40" W	S 72°25'05" W
C11	333.00	106.12	105.68	S 77°46'52.5" E	18°15'35"	N 86°57'40" W	N 68°42'05" W
C11 63	333.00	52.41	52.36	N 82°23'07.5" W	9°01'05"	N 77°56'35" W	N 86°57'40" W
C11 62	333.00	53.71	53.65	N 71°31'07" W	9°14'30"	N 68°43'50" W	N 77°56'35" W
C12	267.00	85.09	84.73	S 77°49'52.5" E	18°15'35"	N 68°42'05" W	N 86°57'40" W
C12 56	267.00	44.43	44.38	N 82°11'37" W	9°32'05"	N 77°56'34" W	N 86°57'40" W
C12 57	267.00	40.66	40.62	N 71°03'44.5" W	8°43'29"	N 68°42'05" W	N 77°56'34" W
C13	453.00	167.16	166.21	S 79°19'21.5" E	21°08'32"	S 68°42'05" E	S 89°50'37" E
C13 57	453.00	55.45	55.42	S 72°13'29.5" E	7°00'49"	S 75°42'54" E	S 68°42'05" E
C13 58	453.00	88.46	88.32	S 84°18'33" E	11°11'18"	S 79°42'34" E	S 89°54'15" E
C13 OL3	453.00	23.25	23.24	S 89°53'09.5" E	2°56'44"	S 88°24'48" E	S 89°54'15" E
C14	387.00	142.80	141.99	S 79°19'21.5" E	21°08'32"	S 68°42'05" E	S 89°50'37" E
C14 62	387.00	30.06	30.05	S 70°53'36.5" E	4°27'37"	S 73°10'08" E	S 75°42'05" E
C14 61	387.00	74.11	74.00	S 79°14'43" E	10°58'10"	S 73°09'08" E	S 84°07'18" E
C14 60	387.00	30.43	30.42	S 87°35'27.5" E	4°30'19"	S 85°20'18" E	S 89°50'37" E
C15 53	20.00	20.61	19.71	S 28°53'18.5" E	59°03'01"	S 02°59'17" W	S 56°01'49" E
C16	50.00	208.61	87.01	S 83°17'43.5" W	239°03'01"	S 02°59'17" W	N 56°01'49" W
C16 53	50.00	6.52	6.52	N 57°19'39" W	7°28'00"	N 48°35'29" W	N 56°01'49" W
C16 52	50.00	65.13	60.34	N 11°02'39" W	74°36'59"	N 26°20'21" E	N 48°35'29" W
C16 51	50.00	60.15	56.59	N 90°59'25" E	68°53'34"	S 84°32'48" E	N 26°21'38" E
C16 50	50.00	55.00	52.27	S 53°00'22.5" E	63°01'00"	S 21°34'49" E	S 84°36'02" E
C16 49	50.00	31.44	31.27	S 09°17'43.5" E	14°33'51"	S 02°59'17" W	S 21°34'49" E

Curve Table

CURVE / LOT	RADIUS	LENGTH	CHORD	CH. BEARING	DELTA	TAN BEARING-IN	TAN BEARING-OUT
C17	334.56	184.78	182.44	N 12°50'09.5" W	31°38'43"	N 02°59'12" E	N 28°59'35" W
C17 64	334.56	94.35	94.04	N 05°05'32.5" W	16°09'29"	N 02°59'12" E	N 13°10'17" W
C17 65	334.56	90.43	90.16	N 20°54'54" W	15°29'14"	N 13°10'17" W	N 28°39'31" W
C18 66	268.56	154.64	152.51	N 13°32'17.5" W	32°59'27"	N 02°58'26" E	N 30°01'01" W
C19	67.00	48.08	47.06	S 23°39'14" W	41°07'12"	S 44°12'50" W	S 03°05'38" W
C19 37	67.00	29.63	29.39	S 31°26'47" W	25°20'06"	S 44°12'50" W	S 18°52'44" W
C19 36	67.00	18.46	18.40	S 10°09'21" W	15°47'06"	S 18°52'44" W	S 03°05'38" W
C20 22	133.00	17.02	17.01	S 40°23'43.5" W	7°20'01"	S 44°12'50" W	S 36°52'49" W
C21 35	133.00	13.68	13.67	S 05°36'33.5" W	5°53'51"	S 08°07'24" W	S 02°05'38" W
C22 35	167.00	61.92	61.24	N 76°08'40.5" W	21°14'41"	N 65°31'50" W	N 87°03'31" W
C23	233.00	88.77	88.23	N 76°08'40.5" W	21°49'41"	N 65°13'50" W	N 87°03'31" W
C23 22	233.00	26.03	26.02	N 68°15'04" W	6°24'08"	N 65°13'50" W	N 71°37'58" W
C23 23	233.00	62.73	62.54	N 79°20'44.5" W	15°25'33"	N 71°37'58" W	N 87°03'31" W
C24 27	20.00	14.14	13.84	N 66°39'34" W	40°29'57"	S 44°12'51" E	S 85°09'11" E
C25 31	20.00	14.14	13.84	S 72°26'42.5" W	40°29'57"	N 87°03'31" W	S 52°26'16" W
C26	50.00	228.27	75.71	N 02°36'29.5" E	261°34'27"	N 46°16'17" W	N 52°09'16" E
C26 31	50.00	4.99	4.99	N 53°00'49" E	5°43'06"	N 50°09'16" E	N 52°09'16" E
C26 30	50.00	66.48	61.69	N 84°09'47.5" E	76°10'41"	S 45°56'53" E	N 52°09'16" E
C26 29	50.00	157.00	92.27	S 34°16'10.5" E	179°01'32"	S 17°04'35" W	S 45°56'53" E
C26 28	50.00	60.00	56.47	S 11°27'18.5" W	68°45'26"	S 85°50'01" W	S 17°04'35" W
C26 27	50.00	41.80	40.55	N 79°13'08" W	47°53'41"	N 46°16'17" W	S 85°50'01" W
C27 78	67.00	48.18	47.15	N 23°41'39.5" E	41°12'03"	S 44°12'51" W	S 03°05'38" W
C28	133.00	95.64	93.59	N 23°41'39.5" W	41°12'03"	S 44°12'51" W	S 03°05'38" W
C29 80	133.00	60.64	60.12	S 16°09'02.5" W	26°07'25"	S 29°13'03" W	S 03°05'38" W
C29 79	133.00	35.00	34.90	S 36°45'22" W	15°04'38"	S 44°12'51" W	S 29°13'03" W
C30 79	317.00	91.08	90.78	N 36°01'46" E	16°27'56"	N 44°12'51" E	N 27°45'05" E
C30 78	383.00	82.00	81.85	N 38°09'40" E	12°16'09"	N 44°12'51" E	N 31°51'29" E
C31 81	350.00	47.07	47.03	N 08°56'42.5" E	7°42'00"	S 10°47'52" W	S 03°05'38" W
C31 31	419.00	55.95	55.90	N 06°56'42.5" E	7°39'00"	S 10°47'52" W	S 03°05'38" W
C32 84	20.00	14.14	13.84	N 31°11'29" E	40°29'57"	S 51°35'06" W	S 10°47'52" E
C33	20.00	14.14	13.84	N 09°18'44.5" W	40°29'57"	N 10°47'52" E	N 29°59'21" W
C34 88	20.00	12.03	11.84	N 06°26'37" W	34°26'58"	N 10°47'52" E	N 23°39'06" W
C34 87	20.00	2.11	2.11	N 36°49'23.5" W	6°02'59"	N 23°39'06" W	N 29°52'21" W
C35	50.00	228.27	75.71	S 77°33'07.5" E	261°34'27"	N 51°35'06" E	S 52°09'16" E
C35 87	50.00	80.24	71.64	S 18°43'09" W	92°00'25"	S 52°26'16" W	S 39°26'09" E
C35 86	50.00	49.99	47.91	N 84°51'04.5" W	57°16'53"	N 80°13'39" W	S 52°26'16" W
C35 85	50.00	58.26	55.01	N 26°49'44" W	66°45'44"	N 06°33'08" E	N 60°12'39" W
C35 84	50.00	59.30	56.23	N 39°04'07" E	45°01'58"	N 51°35'06" E	N 06°33'08" E

III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
September 21, 2020.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2020 budget regarding the Optimist Park Playground.

RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Improvements Other Than Buildings (Account No. 10153000-631100) by $25,000.00 as a result of the upgrade to the Optimist Park Playground.

BE IT FURTHER RESOLVED: The revenue to support this increased appropriation comes from greater than expected revenue in Parks Contributions (Account No. 10153000-467101).

F+P

_____

_____

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. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
September 21, 2020.

A RESOLUTION authorizing a budget adjustment and appropriation in the 2020 budget regarding tree stump grinding.

RESOLVED: That the Finance Director is authorized to increase the previously budgeted appropriation for Improvements Other Than Buildings (Account No. 26553000-631100) by $7,874.00 for stump grinding.

BE IT FURTHER RESOLVED: The revenue to support this increased appropriation comes from greater than expected revenue in Parks Contributions (Account No. 26553000-467101).

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

Res. No. ____ - 20 -21. By Alderperson Sorenson and Dekker.
September 21, 2020.

A RESOLUTION authorizing the appropriate city officials to enter into an agreement with Big Brothers Big Sisters of Sheboygan County, Inc. regarding the Bigs with Badges program.

WHEREAS, the City of Sheboygan Police Department has been engaged in Big Brothers Big Sisters of Sheboygan County, Inc. for the past decade, and this agreement formalizes the partnership between these two organizations through the Bigs with Badges program.

WHEREAS, Bigs with Badges is a one-to-one mentoring program that connects the police with community youth to build strong, trusting, and lasting relationships that can help to build stronger bonds between law enforcement and the families they serve.

WHEREAS, the agreement establishes roles and responsibilities of the parties necessary to successfully implement the Bigs with Badges program.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate city officials are hereby authorized to enter into the attached agreement with Big Brothers Big Sisters of Sheboygan County Inc. for the purpose of the Police Department participating in the Bigs with Badges program.

BE IT FURTHER RESOLVED: That the appropriate city officials are hereby authorized to renew the agreement in the future in form similar to the attached.

HHS

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
Between
Big Brothers Big Sisters of Sheboygan County, Inc. and
the City of Sheboygan

Bigs with Badges is a one-to-one mentoring program that connects our police with youth throughout our communities, building strong, trusting, lasting relationships. The result of these relationships can help build stronger bonds between law enforcement and the families they serve. The Sheboygan Police Department ("SPD"), an agency of the City of Sheboygan, has been engaged with Big Brothers Big Sisters of Sheboygan County, Inc. for the past decade, and this Agreement formalizes the partnership between these two organizations through the Bigs with Badges Program.

THIS AGREEMENT (the "Agreement") is made as of this ___ day of October, 2020 (the "Effective Date") between Big Brothers Big Sisters of Sheboygan County, Inc., a Wisconsin nonprofit corporation ("Agency"), and the City of Sheboygan ("City"). Agency and City may be hereinafter referred to individually as a "Party," or, collectively as the "Parties."

In consideration of the mutual promises contained herein, the Parties agree as follows:

SECTION 1: AGENCY ROLES AND RESPONSIBILITIES

A. Agency will engage and support SPD volunteers in providing quality one-to-one mentoring services to children facing adversity in a manner that aligns with the Bigs with Badges program as follows:
    1. Provide a recruitment staff to assist with the recruitment of SPD volunteers.
    2. Obtain parent/guardian written consent for student participation in the Bigs with Badges program.
    3. Provide designated professional staff who will interview and screen SPD volunteer mentors and youth, and pair vetted volunteers with youth based on common interests and needs.
    4. Orient and train volunteer SPD mentors and provide them with ongoing support and follow up from professional staff regarding mentored child's needs and program progress.
    5. Based on child's needs assessment, develop and monitor progress of an individual match plan that addresses academic and school adjustment needs.
    6. Maintain confidential youth and volunteer files.
    7. Collect annual metrics and outcomes related to the Bigs with Badges program to assess program impact.
    8. Meet with SPD and any organizations where on-site mentoring takes place as needed to discuss the Bigs with Badges program and coordinate efforts.
    9. Promote and market the partnership in a mutually beneficial capacity throughout the community.

SECTION 2: SPD ROLES AND RESPONSIBILITIES

A. SPD will support and engage in the Bigs with Badges program as follows:
    1. Promote participation in the Bigs with Badges program among SPD law-enforcement officers and new recruits.
    2. Provide SPD officer volunteers for the Bigs with Badges program who will commit to one-on-one mentoring a minimum of 1 hour(s) per week.
    3. Commit to at least two academic years of mentoring with a goal of 10 new SPD officers serving as mentors.
    4. Agree to Agency vetting procedures and processes and participation policies and requirements.

5. Promote and market the partnership in a mutually beneficial capacity throughout the community.
6. Engage in Agency community events as appropriate.

SECTION 3: MUTUAL DUTIES

3.1 Licenses. The Parties grant each other a non-exclusive, royalty-free, and fully revocable license to use trademarks, service marks, logos, and materials created prior to or for the purpose of this Agreement, for purposes consistent with this Agreement. Note that this license does not extend to trademarks, service marks, and logos of the City of Sheboygan that are not specific to SPD.

3.2 Approvals. Any marketing and communications using both Parties' names, marks, and/or logos shall be approved in advance by both Parties.

SECTION 4: TERM AND TERMINATION

4.1 Initial Term. This Agreement will become effective on October ___, 2020 and will remain effective until October ___, 2022, unless otherwise agreed by the parties in writing. The partnership may continue in subsequent years, pursuant to the terms and commitments as may be determined and agreed upon by the Parties in writing.

4.2 Termination. Either Party shall have the right to terminate this Agreement without cause by providing a written notice to be effective thirty (30) days after receipt by the other Party. Either Party may immediately terminate this Agreement at any time without prior notice in the event that actions by the other Party or its agents, employees, or assigns are damaging or detrimental to the terminating Party.

SECTION 5: INDEMNIFICATION

Each Party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the negligence or gross negligence of the Party's employees, directors, officers, or agents, provided that such individuals are acting within the scope of their employment or agency, as applicable. With regard to the City, this clause only applies to employees, directors, officers, or agents of the SPD.

SECTION 6: GENERAL

For the purposes of this Agreement, City, SPD, and Agency are independent contractors; this Agreement does not create any agency, partnership, joint venture or any other form of legal association, other than as expressly set forth herein. This Agreement embodies the entire understanding of the Parties as to its subject matter and supersedes any and all prior or contemporaneous agreements or understandings between the Parties. Neither Party may assign, delegate or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party; any purported assignment, delegation or transfer in violation of the foregoing will be null and void. No modification of this Agreement will be valid or binding upon the Parties unless made in writing and signed by an authorized representative of each Party.

<Signatures appear on next page>

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

City of Sheboygan

Name: Michael J. Vandersteen Signature: _____
Title: Mayor

Name: Meredith De Bruin Attest: _____
Title: City Clerk

(Signatures authorized pursuant to Res. ___-20-21)

Sheboygan Police Department Signature: _____
Name: Christopher Domagalski
Title: Police Chief

Big Brothers Big Sisters of Sheboygan County, Inc.
Name: Denise Wittstock Signature: _____
Title: Chief Executive Officer

III

Res. No. ____ - 20 - 21. By Alderpersons Dekker and Sorenson.
September 21, 2020.

A RESOLUTION authorizing the appropriate City officials to consent to the assignment of the City's Agreement with Waste Management of Wisconsin, Inc. for Residential Refuse and Recyclable Material Transfer and Tipping Services to GFL Environmental, Inc.

WHEREAS, in January 2020, the City entered into an agreement with Waste Management of Wisconsin, Inc. ("Waste Management") for Residential Refuse and Recyclable Material Transfer and Tipping Services (the "Agreement"); and

WHEREAS, Waste Management, Inc. expects to close on its acquisition of Advanced Disposal Services, Inc. in October 2020; and

WHEREAS, as part of Waste Management, Inc.'s acquisition of Advanced Disposal Services, Inc., Waste Management, Inc. is required to divest some of its assets; and

WHEREAS, one asset that Waste Management, Inc. is divesting as part of this acquisition is its Sheboygan Falls Transfer Station; and

WHEREAS, GFL Environmental, Inc. ("GFL") is expected to purchase the Sheboygan Falls Transfer Station, which is where the City currently deposits its refuse and recyclable material for further processing; and

WHEREAS, it has been proposed that the City's Agreement with Waste Management be transferred to GFL.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to execute the attached Consent to Transfer.

PW

BE IT FURTHER RESOLVED: In recognition that the transfer of the City's Agreement from Waste Management to GFL may necessitate minor operational changes to the process set forth in the Agreement, but which do not materially impact: (1) the City's refuse and recycling operations, (2) the City's compliance with the relevant statutes and regulations regarding refuse and recycling, or (3) the cost to the City under the Agreement, the appropriate City officials may enter into any amendments to the Agreement necessary to reflect those operational changes, so long as the cost of the Agreement does not increase except as has been already approved by the Council.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

September 16, 2020

Via Hand Delivery, Certified United States Mail and Email

City of Sheboygan, Wisconsin
828 Center Avenue
Sheboygan, Wisconsin 53083
Attention: Meredith DeBruin, City Clerk

Re: GFL Purchase of Certain Customer Contracts from Waste Management

Dear Valued Customer:

We are writing to you in connection with your Agreement, dated as of January 1, 2020 (the "Agreement"), with Waste Management of Wisconsin, Inc.

We are excited to announce that on June 24, 2020, Waste Management, Inc. (together with its affiliates and subsidiaries "WM") and Advanced Disposal Services, Inc. (together with its affiliates and subsidiaries "ADS") agreed to sell certain of their respective assets to affiliates of GFL Environmental Inc. (together with its affiliates and subsidiaries "GFL") (such sale, the "Transaction"), following the closing of WM's acquisition of ADS. In connection with and conditioned upon the closing of the Transaction, it is contemplated that GFL will acquire the Agreement by way of an assignment of the Agreement by WM to GFL (the "Agreement Transfer") in connection with GFL's acquisition of the Sheboygan Falls Transfer Station. We anticipate that the Transaction will close and the Agreement Transfer will be effective in the third quarter of 2020, assuming all conditions to the Transaction closing are satisfied or waived by WM/ADS and GFL.

We are certain that GFL will continue to meet the high service standards you have come to expect from dealing with WM.

We and GFL are coordinating the transition of the business to ensure there is no disruption in your service. There will be no changes to the terms of the Agreement, including, service levels, pricing or similar terms, as a result of the Transaction and the Agreement Transfer. Over the longer term, the Sheboygan Falls Transfer Station and the WM equipment used to service your account will be rebranded to reflect the GFL name, logos, colors, and service marks. A change of this size will take time to complete, but you should start to see these changes during calendar year 2020. We expect that GFL will be in touch with you directly following the Transaction closing to provide you with additional information including where to remit payments under the Agreement following the Closing.

We would ask that you please return a countersigned copy of this letter to me by email at the email address below at your earliest convenience. By signing this letter, you consent to the Agreement Transfer and agree that the Agreement Transfer will not result in a breach of, or default under, the Agreement and, notwithstanding the Agreement Transfer and the Transaction

closing, the Agreement will survive and continue in full force and effect without any further action by you or the WM Entity. Your consent will be effective as of the date of your signature, and is contingent upon the Transaction closing, such that if the Transaction does not close or if the Agreement is terminated per its terms, this letter will not have any effect and will be void.

Please reach out to me personally or your usual contact at WM with any questions you may have regarding the Agreement Transfer. On behalf of all of us at WM, thank you for your business.

Very truly yours,

Paul Copeland
Area Sales Director
(262) 250-8708
pcopelan@wm.com

CC: Tom Beaulieu
Area Vice President
(262) 250-8702
tbeaulie@wm.com

Troy Hanson
Market Area General Manager
(612) 508-3652
thanson@wm.com

Micah Hamstra
Senior Legal Counsel
(312) 533-5268
mhamstra@wm.com

Kristen Ford
Senior Legal Counsel
kford@wm.com

City of Sheboygan, Wisconsin

By:_____
Name:_____
Title:_____

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
September 21, 2020.

Your Committee to whom was referred Res. No. 81-20-21 by Alderpersons Donohue and Bohren providing for the sale of approximately $11,190,000 Taxable General Obligation Refunding Bonds, Series 2020D; recommends adopting the Resolution as amended.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Subs. of Res. No. 81 - 20 - 21. By Alderpersons Donohue and Bohren.
September 21, 2020.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $11,435,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020D

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $11,435,000 for the public purpose of refunding outstanding obligations of the City, specifically, its Note Anticipation Notes, dated July 2, 2018;

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Section 67.04, Wisconsin Statutes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Bonds. The City shall issue its Taxable General Obligation Refunding Bonds, Series 2020D (the "Bonds") in an amount of approximately $11,435,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement concerning this issue to be prepared by WPFP. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

III

4.5

Res. No. 81 - 20 - 21. By Alderpersons Donohue and Bohren.
September 8, 2020.

RESOLUTION PROVIDING FOR THE SALE OF APPROXIMATELY $11,190,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2020D

WHEREAS, the City of Sheboygan, Sheboygan County, Wisconsin (the "City") is presently in need of approximately $11,190,000 for the public purpose of refunding outstanding obligations of the City, specifically, its Note Anticipation Notes, dated July 2, 2018;

WHEREAS, it is desirable to borrow said funds through the issuance of general obligation refunding bonds pursuant to Section 67.04, Wisconsin Statutes; and

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue such general obligation refunding bonds on a taxable rather than tax-exempt basis; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. The Bonds. The City shall issue its Taxable General Obligation Refunding Bonds, Series 2020D (the "Bonds") in an amount of approximately $11,190,000 for the purpose above specified.

Section 2. Sale of Bonds. The Common Council hereby authorizes and directs that the Bonds be offered for public sale. At a subsequent meeting, the Common Council shall consider such bids for the Bonds as may have been received and take action thereon.

Section 3. Notice of Sale. The City Clerk (in consultation with the City's financial advisor, Wisconsin Public Finance Professionals, LLC ("WPFP")) be and hereby is directed to cause notice of the sale of the Bonds to be disseminated in such manner and at such times as the City Clerk may determine and to cause copies of a complete Official Notice of Sale and other pertinent data to be forwarded to interested bidders as the City Clerk may determine.

FqP

Section 4. Official Statement. The City Clerk (in consultation with WPFP) shall cause an Official Statement concerning this issue to be prepared by WPFP. The appropriate City officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this resolution.

_____

_____

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the ____ day of _____, 2020.

Dated _____, 2020. _____, City Clerk

Approved _____, 2020. _____, Mayor

VIII

6.2

R. C. No. 143 - 20 - 21. By PUBLIC WORKS COMMITTEE. September 21, 2020.

Your Committee to whom was referred Res. No. 82-20-21 by Alderpersons Dekker and Sorenson authorizing entering into a Master Agreement with Stonebrook Crossing LLC; recommends adopting the Resolution as amended.

Dekker/Sorenson
Adopt Sub. Res

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

Subs of Res. No. 82 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 8, 2020.

A RESOLUTION authorizing entering into a Master Development Agreement with Stonebrook Crossing LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Master Development Agreement between Stonebrook Crossing LLC and the City of Sheboygan regarding development of a subdivision for residential and commercial purposes, in the form of the amended Master Development Agreement attached hereto.

Dean Dekker

I HEREBY CERTIFY that the foregoing Substitute Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the 21st day of September, 2020.

Dated September 22, 2020. Meredith DeBruin, City Clerk

Approved September 22, 2020. Michael Vanderlinden, Mayor

Published September 26, 2020.
Certified September 22, 2020 to - DPW; Planning; Atty.

III

4.6

Res. No. 82 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 8, 2020.

A RESOLUTION authorizing entering into a Master Development Agreement with Stonebrook Crossing LLC.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Master Development Agreement between Stonebrook Crossing LLC and the City of Sheboygan regarding development of a subdivision for residential and commercial purposes, in form substantially similar to the attached.

Public Works

Dean Dekker

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

Master Development Agreement

This Master Development Agreement (this "AGREEMENT") is entered into this ___ day of _____, 2020 , by and between STONEBROOK CROSSING LLC, a Wisconsin limited liability company, its successors, assigns and future owners of the PROPERTY, (the "DEVELOPER") and the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the "CITY").

RECITALS

WHEREAS, DEVELOPER is the owner of approximately 64 acres of land in the CITY, said land described on Exhibit A attached hereto (the "PROPERTY"); and,

WHEREAS, DEVELOPER desires to develop the PROPERTY as a subdivision for residential and commercial purposes (the "DEVELOPMENT"); and,

WHEREAS, said land consists of various parcels of land that are currently classified into three different zoning classifications: Mixed Residential (MR-8), Suburban Residential (SR-5) and Neighborhood Commercial (NC); and,

WHEREAS, DEVELOPER intends to develop the PROPERTY in multiple additions, and the parties have entered in to this AGREEMENT for the purpose of describing the general terms and conditions pursuant to the DEVELOPMENT and the specific terms and condition for the first addition. The parties further acknowledge subsequent additions may be subject to amendments to this AGREEMENT to include specific terms and conditions for subsequent additions, which amendments shall be not be generally applicable, but shall specifically relate to the subsequent additions identified. The first addition is named Stonebrook Crossing Addition No. 1 (the "FIRST ADDITION"); said land is described on Exhibit A attached hereto; and,

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
City of Sheboygan
City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

PARCEL IDENTIFICATION NUMBER:
59281-471031*
59281-471051*
59281-471035*

** Current Parcel Identification Numbers for 2020. New numbers will be assigned later in 2020.*

WHEREAS, it is now necessary that DEVELOPER and CITY enter into an AGREEMENT relative to the manner and method by which various public improvements upon the property described in this AGREEEMENT ("PUBLIC IMPROVEMENTS") will be developed.

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

A. DEVELOPER shall submit Final Plats of the FIRST ADDITION, and of all future additions, to the City and the State of Wisconsin Department of Administration pursuant applicable state law and city ordinances.

B. DEVELOPER shall prepare plans for the PUBLIC IMPROVEMENTS for each addition of the DEVELOPMENT, which plans are to be presented to and approved by the CITY.

C. DEVELOPER shall record, for each addition of the DEVELOPMENT, a Final Plat that substantially conforms to the design criteria, performance standards, and other specifications of Chapter 236, Wisconsin Statutes; Appendix C to the City of Sheboygan Municipal Code ("SUBDIVISION CODE"), and the City of Sheboygan Zoning Ordinance ("ZONING CODE").

D. Prior to start of construction for each addition of the DEVELOPMENT, DEVELOPER shall provide certificates of insurance to the CITY with respect to the following forms of coverage and with limits not less than as stated hereunder: statutory limits for Workers Compensation; Commercial General Liability Insurance limits of $5,000,000 for each occurrence and general aggregate; and Automotive Liability coverage with minimum limits of $2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis. Coverages listed may be obtained with individual policies or in combination with excess or umbrella coverages. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice to the CITY prior to change modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative, phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The requirements for insurance coverage for each addition terminate with final acceptance pursuant to section XI.B.6, below.

II. SEQUENCE OF DEVELOPMENT

It is anticipated that the sequence of activity related to each addition of the DEVELOPMENT shall be as follows, subject, however, to the SUBDIVISION CODE:

A. Pre-application Conference
B. Preliminary Plat Approval
C. Final Plat Approval
D. Development Agreement Approval
E. Approval of Storm Sewer and Sanitary Sewer Utility Calculations, Water Main Calculations, and Shop Drawings
F. Construction Plan Approvals
G. Pre-Construction Meeting
H. Erosion Control and Stormwater Best Management Practices
I. Utility and Street Construction
I. Private Utilities (Electric, Gas, Telephone, CATV, Etc.)
J. Restoration
K. Record Drawings and Certifications

III. GRADING AND EROSION CONTROL

A. Compliance

1. DEVELOPER shall abide by the provisions of the Sheboygan Municipal Code, including the Appendices thereto, and to all other federal and state statutes and regulations related to grading and to erosion control. Nothing in this AGREEMENT shall in any way be interpreted as superseding said provisions of law.

2. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.

3. Erosion Control Methods shall be those required by the erosion control ordinances under the Sheboygan Municipal Code (including, but not limited to Appendix D related to Construction Site Erosion Control and Chapter 26 related to Drainage) or by the State of Wisconsin through the Department of Natural Resources. DEVELOPER shall be responsible for maintaining erosion control in accordance with the Erosion Control Permit during construction.

4. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved DEVELOPER's Grading Plan until final acceptance by the CITY of improvements.

5. DEVELOPER shall be responsible for implementing the approved Master Grading Plan. This shall be achieved as part of the DEVELOPER's construction activities and by providing the approved Master Grading Plan to lot buyers for implementation during the building permit phase of the individual lots.

B. Inspection and Maintenance

1. Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

2. All erosion control measures shall be maintained in accordance with the Erosion Control Permits.

3. DEVELOPER, at its sole expense, shall be responsible for removing erosion control measures as directed by the CITY.

4. All costs connected with providing the CITY with as-built information per CITY standards shall be pursuant to section VIII.E.4, below.

C. Construction Standards

DEVELOPER shall be responsible for performing all work related to grading and erosion control in accordance with the City of Sheboygan Construction Standards.

IV. SANITARY SYSTEM

A. Availability

1. Each building in the DEVELOPMENT shall be served by a sanitary sewer main and lateral at DEVELOPER's sole expense, except for expense reimbursement pursuant to IV.G, below, and connected to the appropriate sanitary system in accordance with determinations, plans, and specifications made or approved by the City Engineer and all other regulatory agencies, including the appropriate Sanitary District(s) serving the area of the DEVELOPMENT.

2. The sanitary sewer lateral shall be installed to five feet beyond the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the sanitary sewer lateral from this point to the building.

3. All buildings or units in the DEVELOPMENT shall be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the property owner.

4. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the approved plans by the CITY by laying sanitary sewer mains in public right-of-way and/or public easement as directed by the CITY.

B. Capacity

The system shall conform to the Sheboygan Municipal Code and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein, and as directed by the CITY.

C. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Ownership

Upon CITY's final acceptance of the sanitary sewer system, those portions of the sanitary sewer system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

E. Sanitary Fees

All building sites and buildings in the DEVELOPMENT shall be subject to all sanitary fees at the time of connection and in the same amount and collected in the same manner as are sanitary fees for all other CITY parts served by the same wastewater treatment facilities.

F. Construction Standards

DEVELOPER shall be responsible for performing all work related to sanitary sewer service in accordance with the City of Sheboygan Construction Standards.

G. Reimbursement for Sanitary Sewer Extension to Site Boundary

Upon inspection and approval by the CITY of the Moenning Road extension area, DEVELOPER shall be reimbursed for construction of the extension of the sanitary sewer on Moenning Road to the PROPERTY boundary pursuant to a separate 2007 agreement between the parties made as part of a purchase and sale agreement. DEVELOPER shall provide the CITY with an invoice quantifying the cost to extend the sewer. The City Engineer shall review the invoice, which shall contain sufficient information to allow him or her to determine whether or not the cost is reasonable and consistent with local construction costs. Upon approval of the City Engineer, the CITY shall reimburse actual costs within 30 days pursuant to said separate agreement.

V. WATER SYSTEM

A. Availability

1. Each building in the DEVELOPMENT shall be served by water main of at least eight inches in diameter and a lateral installed at DEVELOPER's sole expense, except for expense reimbursement pursuant to V.B, below, and connected to the Sheboygan Water Utility ("UTILITY") in accordance with plans and specifications approved by the CITY, the UTILITY, and all other agencies.

2. The water lateral shall be installed to the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the water lateral from this point to the building.

3. All buildings or units in the DEVELOPMENT shall be individually served with private laterals. In the event it is later determined that the locations, pressure or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to UTILITY approval which will be paid for by the property owner.

4. In lieu of the UTILITY constructing water main extensions, the DEVELOPER shall provide for the extension and construction of the water system in accordance with the Site Development Plan approved by the CITY and the UTILITY by laying water mains in public right-of-way and/or public easement as directed by the CITY and shown on the plans.

B. Capacity of the System

The water system shall conform to the Sheboygan Municipal Code and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein and as directed by the CITY and the UTILITY. However, the parties acknowledge that the water mains necessary to serve the DEVELOPMENT may need to be increased in size in order to serve areas which may develop in the future, or in order to serve areas currently outside of the territorial limits of the CITY that may, in the future, be annexed into the CITY. Should the UTILITY determine that it is in its best interest to increase the size of mains beyond an eight-inch diameter based on needs outside of the DEVELOPMENT (e.g. a 16-inch main when 8-inch is sufficient for the DEVELOPMENT) the parties agree that in lieu of the UTILITY constructing the water main extensions, the DEVELOPER shall construct the larger water mains required by the UTILITY within the PROPERTY, and the DEVELOPER shall be reimbursed by the UTILITY for the cost difference between an 8-inch main and the actual size of the larger main installed, including any necessary ancillary parts that change as a result of the larger main (for example, gate valves and box assemblies, lateral tee connections, and fire hydrant tee connections). In such a case, the DEVELOPER shall obtain no fewer than three acceptable bids for the installation of both sizes of main and necessary ancillary parts. The cost difference shall be calculated based on lowest of the acceptable bids received for both sizes of main and the necessary ancillary parts, using the difference in cost between the larger main and the 8-inch main, including necessary ancillary parts, multiplied by the lineal feet or units installed, as applicable. The UTILITY reserves the right to reject cost differences that do not reflect reasonable market pricing. DEVELOPER shall, after installation, provide the UTILITY with calculations quantifying the cost of the larger water mains and necessary ancillary parts per this agreement, and the UTILITY shall reimburse said costs within 30 days.

C. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY and UTILITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Ownership

Upon UTILITY's final acceptance of the water system, all water main extensions and those portions of the water system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the UTILITY for public utility purposes and shall thereafter be maintained and serviced by the UTILITY. The parties agree to execute and deliver any additional documents as may be reasonably required to effectuate the dedication and transfer of the extensions of water mains contemplated by this AGREEMENT.

E. Water Utility Charges

Upon final acceptance of the water system by the UTILITY, all buildings, or building sites in the DEVELOPMENT shall be subject to all water service charges and/or assessments in the same amount and collected in the same manner, as are water service charges and/or assessments for all other parts of the CITY served by CITY water.

For the possible future water main extension along Moenning Road, the UTILITY and CITY have determined that since no privately owned residential lots would be able to exceed 220 feet of second side water main frontage, that pursuant to Section 122-98(c), Sheboygan Municipal Code, that no special assessment would apply to this PROPERTY for water main extensions along Moenning Road.

F. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to water service in accordance with the City of Sheboygan Construction Standards and the "Standard Specifications for Sewer and Water Construction in Wisconsin" (6th edition, dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008) as further modified by the Sheboygan Water Utility Special Provisions.

VI. STORM DRAINAGE SYSTEM

A. Components

Storm drainage shall be provided by means of storm sewers, culverts, ditches, Stormwater Best Management Practices (BMP's), and appurtenances in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted), all in accordance with storm drainage plans prepared by DEVELOPER and approved by the CITY and entirely at the DEVELOPER's sole expense, except for reimbursement pursuant to section VI.F, below. All storm drainage shall be in conformance with the requirements of the Sheboygan Municipal Code, including but not limited to the approved Stormwater Management Plan required pursuant to Chapter 26 of the Sheboygan Municipal Code and the Post-Construction Stormwater Management Zoning Ordinance contained in Appendix E to the Sheboygan Municipal Code.

B. Construction

1. The DEVELOPER shall be responsible for the planning, design, construction plan, and construction of facilities for storm drainage (the Storm Drainage System) until such stormwater exits the exterior perimeter line of the DEVELOPMENT or until it reaches a point, outside of and adjacent to the PROPERTY from which point such stormwater passes into, or through specified conduits or channels. Such design shall be reviewed and approved by the CITY prior to construction.

2. Nothing in this paragraph shall be deemed to limit the DEVELOPER's responsibility to adjacent owners for discharged water. Should any claim be made against the CITY for increased water discharge or altered drainage patterns from the project, DEVELOPER shall indemnify, defend and hold harmless the CITY paying all costs thereof (including but not limited to actual attorney fees) and further indemnify the CITY from any loss or damage based upon a claim arising from water allegedly discharged within or from the site, except if the loss or damage was caused by the negligence or willful misconduct of the CITY. Except as it relates to negligence by the DEVELOPER or its contractors and subcontractors, DEVELOPER'S duty pursuant to this subparagraph shall terminate once the storm drainage system is finalized and accepted by the CITY.

3. Major drainage improvements for the entire DEVELOPMENT shall be constructed during the FIRST ADDITION of the DEVELOPMENT including, but not limited to the BMP's, ditches and other structures for the conveyance of water therein, detention ponds, and necessary downstream improvements. Developer shall be responsible for creating or obtaining all necessary drainage easements as part of said construction.

4. The DEVELOPER agrees with and shall execute, simultaneous with this AGREEMENT, all provisions of a Stormwater Management Agreement.

C. Ownership

The components of the Storm Drainage System in public rights of way and public easements shall be dedicated to the CITY. Additionally all stormwater ponds and other stormwater infrastructure shall be dedicated to the CITY, along with the outlots in which they are located. DEVELOPER agrees to dedicate to the CITY any drainage easements deemed necessary by the CITY and any infrastructure contained therein. When dedicated to the CITY upon approval and final acceptance by the CITY, system components shall become the property of the CITY and thereafter be maintained by the CITY. Notwithstanding the terms of this paragraph, the driveway culverts shall remain the property of the DEVELOPER and, upon sale of lots, the property owner. DEVELOPER agrees to record standard covenants running with the land requiring property owners to properly maintain their property in such a manner so as to permit proper storm drainage throughout the PROPERTY.

D. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

E. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to storm drainage in accordance with the City of Sheboygan Construction Standards.

F. Reimbursement for Stormwater Detention Ponds

DEVELOPER shall be reimbursed for the engineering and construction of the two stormwater detention ponds to be constructed in Outlot 1 and 2 pursuant to a separate 2007 agreement between the parties made as part of a purchase and sale agreement. Reimbursement is to be of the actual cost up to a maximum contribution of $250,000 pursuant to said separate agreement, with 90% to be reimbursed following preliminary inspection and approval, with the remaining 10% to be reimbursed following final inspection and approval. DEVELOPER shall provide the CITY with invoices for each reimbursement, along with quantification of the cost to engineer and construct the stormwater detention ponds and CITY shall reimburse actual costs within 30 days of invoice receipt. Preliminary inspection and approval shall occur upon the completion of the ponds with the exception of establishment of vegetation. Final inspection and approval shall not be granted until DNR regulations and requirements related to sufficient establishment of vegetation to allow for release from the terms of required erosion control construction permits. Preliminary and final inspection and approval shall not unreasonably withheld by the CITY.

VII. PUBLIC ROADWAYS

A. Location

Roadways shall be constructed in each and every road right-of-way platted, shall be built to the exterior lot line of the PROPERTY and constructed as directed by the CITY.

B. Construction

1. DEVELOPER shall provide the geotechnical data compiled during the design of the roadways to the City Engineer. Should the geotechnical data submitted to the CITY not be sufficient to reasonably satisfy the City Engineer, the DEVELOPER shall grant the CITY with a right of entry to obtain the required data. Costs associated with obtaining the required data shall be at the DEVELOPER's sole expense.

2. DEVELOPER shall install and/or improve the roadways per the approved plans.

3. The asphaltic binder course, which shall be at a depth of 2 ¼ inches, shall not be installed after September 15 without prior approval of the City Engineer.

4. At the direction of the City Engineer, DEVELOPER shall adjust all affected utilities prior to installing the final asphalt surface course at DEVELOPER's sole expense.

5. The DEVELOPER shall schedule and complete a walk-through of the street system with the CITY's Director of Public Works or his or her designee, who shall consent in writing prior to the installation of the final asphaltic surface course.

6. Prior to final asphaltic surface course construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic binder course, water system, sanitary system, and storm drainage system shall be completed at DEVELOPER's sole expense.

7. The final asphaltic surface course, which shall be at a depth of 1 ¾ inches, shall be installed between May 1 and July 31 in the calendar year following the installation of the binder course.

8. Material storage or stockpiling shall not be allowed on road surface after final surface course is installed.

9. DEVELOPER shall be responsible for any damage to the road system, including any damage resulting from plowing of snow, until final acceptance.

10. CITY shall not be responsible for any plowing of the road system until the aggregate base course is accepted pursuant to section XI.B.4, below.

C. Inspection

Oversight of all construction, maintenance, and material testing of public roadways and appurtenances shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Street Signs

1. Street names and numbers shall be in conformance with the CITY's policies and in accord with Chapter 118 of the Sheboygan Municipal Code.

2. Street signs shall be installed by the CITY, at the DEVELOPER's sole expense and prior to placement of the binder course.

E. Street Lighting

DEVELOPER shall pay for the cost of purchase and installation of LED street lighting, including provision of any necessary easements, at the main entrances to the DEVELOPMENT (Business Drive/Highway OK and Moenning Road). The CITY shall approve the type and specifications of the street lighting. All street lighting shall be completed to the satisfaction of the CITY and not used until after the CITY's final acceptance. Upon the CITY's final acceptance of the street lighting system, those portions of the street lighting system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY, with the CITY to be responsible for the monthly costs from the utility company for the electric usage related to the street lighting. Other street light locations are allowed to be added later at the mutual agreement between the CITY and DEVELOPER.

F. Trees

The requirements for trees in the DEVELOPMENT are to be at the DEVELOPER's sole discretion, except as otherwise provided by law. The DEVELOPER has indicated its desire to apply for a variance from city ordinance requirements related to tree easements on local (minor) streets (Section 5.2(F)(1)(c), Subdivision Code). It shall be DEVELOPER'S responsibility to request said variance from the Plan Commission in writing, as provided in Section 2.5, Subdivision Code. The DEVELOPER acknowledges that the Plan Commission exercises to sole judgment to determine whether it would be inadvisable to literally apply a provision of this ordinance due of exceptional or undue hardship and to modify the provisions of the ordinance in a way that provides for substantial justice to be done and the public interest secured. The parties agree that should the Plan Commission not approve said variance related to the FIRST ADDITION, the DEVELOPER shall be permitted to withdraw from this AGREEMENT. The parties agree that should the Plan Commission approve said variance for the FIRST ADDITION but not for one or more later additions, the DEVELOPER shall remain bound to the provisions of this Agreement only for such additions as have been approved with the variance, and shall not be obligated to move forward with new additions.

G. Access Shoulder

DEVELOPER shall pay for the cost of installing asphalt paved access shoulder on both sides of Rim Rock Road and Stonebrook Drive, as set forth in the approved plan.

H. Relocation of Private Utilities

The DEVELOPER shall be responsible for any expense for private utilities to move its private infrastructure in the public right-of-way necessitated by the DEVELOPMENT.

I. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to public roadways and appurtenances as described in this Section VII in accordance with the City of Sheboygan Construction Standards.

VIII. ADDITIONAL REQUIREMENTS OF DEVELOPER

A. Public Sites and Open Spaces

1. Dedication of Parkland

As part of FIRST ADDITION, DEVELOPER agrees to dedicate a 0.50 acre parcel of land for open spaces and sites for public use ("PARK"). The parcel shall be labeled as "Dedicated to the Public for Park Purposes" on the Final Plat. A legal description of the parcel is attached as Exhibit A. The dedication of land for open spaces and sites for public use shall be consistent with the CITY's Comprehensive Plan and/or Official Map unless the CITY agrees otherwise. The CITY agrees to quit claim the PARK upon (i) approval by the Parks and Forestry Commission and the Common Council pursuant to the provisions of the Sheboygan Municipal Code, (ii) dedication of the parcel of land for opens spaces and sites for public use provided in this paragraph, and (iii) final plat approval.

2. Waiver of Impact Fees

In consideration of the dedication of the 0.50 acre parcel of land, pursuant to Section 74-83, Sheboygan Municipal Code, the CITY waives all impact fees for park purposes for the DEVELOPMENT.

3. Additional Terms Related to Public Space

As part of FIRST ADDITION, at the DEVELOPER'S cost, DEVELOPER agrees to i) install a 2" water line, ii) install a 6" sanitary sewer lateral, and iii) install an electric pedestal to said public open space. DEVELOPER shall submit a grading plan for the parcel to the CITY for its review and approval. At the DEVELOPER'S cost, DEVELOPER shall grade the parcel, add a minimum of 4" of top soil, spread fertilizer, and plant grass seed. Upon the CITY's final acceptance of the PARK, those portions of the PARK shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

B. Shoreland

DEVELOPER shall comply with the shoreland requirements set forth in Appendix B of the City of Sheboygan Municipal Code. There are currently no known shoreland locations on the PROPERTY.

C. Floodplain

Buildings and structures shall not be situated within the floodway area of the 100-Year Floodplain as shown on the Final Plat. Any changes to property within the floodway area, including filling, grading, excavation, and planting of vegetation shall be limited in accord with Appendix A of the Sheboygan Municipal Code. There are currently no known floodplain locations on the PROPERTY.

D. Wetland Areas

The grading, filling, excavation of wetland areas as shown on the Final Plat shall be prohibited. Vegetation may be added to a wetland area per waterway regulations by the Wisconsin Department of Natural Resources. Any activity within wetland areas shall be in accord with Appendix B of the Sheboygan Municipal Code.

E. Miscellaneous and Fees

1. DEVELOPER shall be responsible for any items, as reasonably required in writing by the CITY, necessary to accomplish the intent of this AGREEMENT.

2. At the time of issuance of the a building permit, and except as otherwise provided in this AGREEMENT, the DEVELOPER or the respective landowner or building obtaining such building permit, hereby agrees to pay any fees or assessments that are required by City Ordinance or Resolution in effect at time of building permit per residential dwelling unit. Fees shall be charged pursuant to the provisions and authority within the Sheboygan Municipal Code. Further pursuant to Section 74-83(a), Sheboygan Municipal Code, and in light of the value of land dedicated by DEVELOPER to the CITY pursuant to Section VIII.A, above, the parties agree that the impact fee owed for park purposes by the developer is zero..

3. The Sewer Connection Fees for this DEVELOPMENT will be set for a period ten (10) years after the execution of this AGREEMENT. The CITY will not charge any fees related to the engineering review and approval of construction plans, calculations, and shop drawings.

4. The CITY and UTILITY is to provide all inspection services required for the DEVELOPMENT, including the hiring, approval and work of the certified inspector, as well as the documentation of as-built information per CITY standards. Upon commencement of inspection services, the CITY shall provide the DEVELOPER with an invoice payable within 30 days for a fixed fee of $25,000 and the UTILITY shall provide the DEVELOPER with an invoice payable within 30 days for a fixed fee of $6,000, to cover all costs of inspection services and as-built documentation for the DEVELOPMENT.

IX. PRIMARY FINANCIAL GUARANTEE

A. Satisfactory Financial Guarantee: Form

To assure compliance with DEVELOPER'S obligations under this Agreement, the DEVELOPER shall deposit with the City Clerk within five (5) days of the start of construction of each respective phase, a Financial Guarantee in the form of a Letter of Credit.

B. Amount of Guarantee

The Financial Guarantee required by this Article shall be in the amount of either (i) one hundred and ten percent (110%) of the total cost (based on the bid from DEVELOPER'S contractors for the PUBLIC IMPROVEMENT work if deemed reasonable by the City Engineer) of the PUBLIC IMPROVEMENTS within each phase, or (ii) such lesser amount that the City Engineer determines is acceptable based on an estimate of the cost to make the CITY whole should it have to step in to complete or remove the PUBLIC IMPROVEMENTS should the DEVELOPER default on this AGREEMENT. The Financial Guarantee described herein shall only apply to the PUBLIC IMPROVEMENTS in the particular phase of the Development being constructed by DEVELOPER. For the purpose of quantifying PUBLIC IMPROVEMENTS for the Financial Guarantee, the costs shall be the sanitary system, water system (using the cost for eight-inch diameter mains), storm drainage, and aggregate base course.

C. Terms of Guarantee

The Financial Guarantee shall: (i) run until preliminary acceptance of the roadway pursuant to section XI.B.4 below, (ii) shall be irrevocable during said period, (iii) shall be in a form approved by the City Attorney, and (iv) shall be drawn upon the sole authorization of the City Administrator without any other approval or authorization for the purposes of completion or removal of PUBLIC IMPROVEMENTS, but subject to written notice given to DEVELOPER ten (10) days prior to any draw.

D. Reduction and Release of Guarantee

During the construction of any phase of the Development, the DEVELOPER may provide proof to the CITY of installation, payment to contractors, and partial lien releases for that portion of the PUBLIC IMPROVEMENTS installed. The City Engineer, upon written request from DEVELOPER made from time to time, is authorized to reduce the amount of the Financial Guarantee from the amount in Paragraph B of this Article as a result of portions of the PUBLIC IMPROVEMENTS being completed by the DEVELOPER. In determining the reduction, the City Engineer shall consider the costs paid by the DEVELOPER, the cost of any remaining work, and the reduction in the cost to make the CITY whole should it have to step in to complete the PUBLIC IMPROVEMENTS should the DEVELOPER default on this AGREEMENT. The City Engineer shall not unreasonably withhold consent to the supported, reasonable request by DEVELOPER for the Financial Guarantee reduction.

E. Additional Related Terms

Responsibility and direction for completion of contract shall remain the responsibility of the DEVELOPER. The CITY acknowledges and agrees that the PUBLIC IMPROVEMENTS described herein may be performed by DEVELOPER in phases, as approved by the CITY. Notwithstanding any other provision to the contrary, the DEVELOPER's obligation to maintain a letter of credit shall not extend beyond fourteen (14) months from the date of substantial completion of all improvements as defined in Section 236.13(2)(a)2, Wis. Stats.

X. DEED RESTRICTIONS

A. This AGREEMENT or a memorandum of this AGREEMENT shall be recorded in the office of the Registrar of Deeds of Sheboygan County, Wisconsin by the DEVELOPER at the expense of the DEVELOPER. The use and occupancy of all lots therein shall be subject to the terms and provisions of this AGREEMENT. A copy shall be provided to the CITY.

B. Any other restrictions desired by the DEVELOPER, but not required by the CITY may be recorded at the DEVELOPER's option. The CITY will not be responsible for the enforcement of those restrictions.

XI. ACCEPTANCE OF PUBLIC IMPROVEMENTS

A. All PUBLIC IMPROVEMENTS required by the CITY within the DEVELOPMENT are the DEVELOPER's sole responsibility, except as otherwise provided in this AGREEMENT.

B. PUBLIC IMPROVEMENTS for each addition of the DEVELOPMENT will be accepted by the CITY when the DEVELOPER has met and satisfied each of the terms and conditions of this AGREEMENT, permits, and applicable ordinances of the CITY.

1. Preliminary acceptance of the Utility System(s) will be granted when system has been installed and all related punch list items have been corrected by the DEVELOPER and approved by the CITY and the UTILITY.

2. Final acceptance of the Utility System(s) will be granted when all land disturbing activities have been completed, all related punch list items have been corrected by the DEVELOPER and approved by the CITY, and as-builts have been submitted and approved by the CITY.

3. Final acceptance of the PARK will be granted when grass seed has been planted and the grass fully established, as determined by the Director of Public Works, and all related punch list items have been corrected by the DEVELOPER and approved by the CITY. The Director of Public Works, in determining whether the grass is fully established shall consider the same factors as used by the Department of Natural Resources when determining whether vegetation is sufficiently established to release parties from the terms of Erosion Control Construction Permits.

4. Preliminary acceptance of the Roadway will be granted when the aggregate base course has been installed and all related punch list items have been corrected by the DEVELOPER and approved by the CITY.

5. The Road System will be considered substantially complete upon the installation of the asphaltic binder course on roads to be dedicated to the CITY.

6. Final acceptance of the Road System will be not granted until 14-months after substantial completion. The CITY will conduct an inspection of the Road System (including ditches, culverts and appurtenances) 12 months after substantial completion and prepare a punch list of items that need correction. After all punch list items have been completed by the DEVELOPER, and approved by the CITY, final acceptance will be granted. The final asphaltic surface course of all asphalt roadways and all punch list items shall be completed within 14 months of substantial completion.

XII. GENERAL CONDITIONS

A. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the CITY and/or it's Boards and Commissions, as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.

B. It is expressly understood and agreed that the terms of this AGREEMENT are covenants running with the land and binding on DEVELOPER. The terms of the AGREEMENT regarding insurance, warranty and surety obligations shall survive the expiration of this AGREEMENT.

C. The signatory DEVELOPER shall not dissolve its Corporation, LLC, or other business group designation, without written notification to the CITY, more specifically the City Engineer, and a minimum of 60 days prior to the dissolution. The written notification shall include a plan for meeting the requirements of the AGREEMENT and the identity and contact information for the person(s)/entity that will be the subsequent responsible party.

D. DEVELOPER shall be responsible for the repair to existing roadways and infrastructure for damage caused as a result of its construction activities.

E. DEVELOPER is required to have the public utilities (sanitary system, water system, & storm drainage system) located and marked in the field until the final record drawings for the utilities are approved by the CITY.

F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to, paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the lot site to prevent littering adjoining properties.

G. Streets shall be swept daily as needed to remove silt, stone, ground or other materials that have been tracked or eroded onto the streets by the DEVELOPER. The CITY may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the CITY's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the property within this DEVELOPMENT as a special charge for current services pursuant to Wisconsin Statute Sec. 66.0627.

H. DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. CITY agrees, to the fullest extent permitted by law, to indemnify and hold the DEVELOPER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CITY's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the CITY is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

I. DEVELOPER or its successor or assignee shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining the DEVELOPMENT to include grass cutting and any litter removal consistent with the landscaping of the DEVELOPMENT. Failure to maintain this area shall subject the DEVELOPMENT to charges by the CITY. The outlots dedicated to the CITY and the right-of-ways adjacent to these outlots are maintained by the CITY and the DEVELOPER is not responsible for any maintenance to include grass cutting and litter removal.

J. Building setbacks, height restrictions, and locations of all structures shall be as regulated by the ZONING CODE.

K. All conditions of approval for the DEVELOPMENT by the Plan Commission and/or Common Council shall be followed.

L. Except for the specific responsibilities and obligations retained by the DEVELOPMENT hereunder, CITY shall provide to the DEVELOPMENT and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.

M. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the Water, Sanitary, Storm Drainage, and Road Systems according to the approved plans and specifications and other regulatory agencies.

N. The DEVELOPER, through information assembled by a Registered Land Surveyor, shall provide evidence that all monuments have been set per Wis. Stat. § 236.15, as amended. Only the exterior boundary monuments need be set at the time of the plat recording in the associated phase, with the condition of the CITY deferring placement of the interior monuments pursuant to Wis. Stat. § 236.15(1)(h), as amended, for a reasonable period of time determined by the CITY in order to allow for construction of DEVELOPER improvements that may otherwise interfere with monumentation.

O. Building permits for new home construction are to be available at the time of substantial completion of the aggregate base course pursuant to section XI.B.4, above.

P. The DEVELOPER is allowed to have a temporary use on-site real estate sales office located on the PROPERTY pursuant to the provisions of the ZONING CODE.

Q. The DEVELOPER, at DEVELOPER's expense, may place temporary subdivision and builder marketing signage at the PROPERTY. The DEVELOPER, at DEVELOPER's expense, may place permanent subdivision monument sign(s) on the PROPERTY. All such placements shall be in compliance with the ZONING CODE and the Sheboygan Municipal Code.

XIII. SPECIAL CONDITIONS

A. Fire or emergency protection services are available to the DEVELOPMENT.

B. Snow and ice removal from private roadways, drives or parking lots shall not be placed in public roadways or rights-of-way.

C. DEVELOPER shall be responsible for submitting a Stormwater Management Practice Maintenance Agreement. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the CITY, at the Sheboygan County Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the DEVELOPMENT. A copy of the recorded document shall be provided to the CITY.

D. The Stormwater Management BMP's are to be maintained per the approved Stormwater Management Practice Maintenance Agreement referred to above.

<Signatures appear on next page>

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date first printed above.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

SHEBOYGAN WATER UTILITY

BY: _____
Joseph Trueblood
Director

STONEBROOK CROSSING LLC

BY: _____
Robert J. Werner
President

APPROVED AS TO FORM:

BY: _____
Charles C. Adams
City Attorney

This document is authorized by and in accordance with Res. No. ____-20-21.

EXHIBIT A

LEGAL DESCRIPTIONS

DEVELOPMENT

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 298.63 feet to the most southeast corner of Certified Survey Map recorded in the Sheboygan County Register of Deeds Office in Volume 24 on pages 214-216, as Document No. 1897215, being the point of beginning of lands herein described; thence continuing S 00°10'44" W, along said east line of the SE 1/4, 524.52 feet; thence N 90°00'00" W, 374.52 feet; thence S 00°00'00" E, at right angles, 296.33 feet; thence S 02°00'00" W, 124.68 feet to a point in the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map recorded in Volume 19 on pages 130A-130E, as Document No. 1669866, 2074.31 feet to a point in the southeasterly right of way line of S. Business Drive (C.T.H. "OK"); thence N 17°38'02" E, along said southeasterly right of way line, 16.53 feet; thence N 27°26'46" E, continuing along said southeasterly right of way line, 101.17 feet; thence N 17°59'00" E, continuing along said southeasterly right of way line, 272.10 feet; thence 17°45'46" E, continuing along said southeasterly right of way line, 808.38 feet to the southeast corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deeds Office; thence S 87°24'29" E, along the easterly extension of the south line of said lands described in Document No. 2033437 and along the south line of lands described in Volume 1061, page 876-877, as Document No. 1157964, 361.16 feet to the southeast corner of said lands; thence N 12°30'01" E, along the east line of said lands described in Volume 1061 on pages 876-877, 191.38 feet to the northeast corner of said lands; thence N 87°24'29" W, along the north line of said lands described in Volume 1061, page 876-877, 342.98 feet to a point in the said southeasterly right of way line, being the northeasterly corner of lands described in Document No. 2033437; thence N 17°45'46" E, along said southeasterly right of way line, 124.38 feet; thence N 03°07'08" E, continuing along said southeasterly right of way line, 77.52 feet; thence N 17°49'26" E, continuing along said southeasterly right of way line, 6.52 feet to the southeast corner of lands described in Document No. 2030991 as recorded in the Sheboygan County Register of Deeds Office; thence S 87°52'12" E, along the easterly extension of the south line of said lands described in Document No. 2030991 and along the south line of lands described in Document No. 2083381, 651.62 feet to a point in the westerly extension of the south line of Fox Meadows Addition No. 6, a recorded subdivision in said NE 1/4; thence S 87°37'57" E, continuing along said south line of lands described in Document No. 2083381, along said westerly extension and along the south line of said Fox Meadows Addition No. 6, 411.26 feet to the northwest corner of Lot 6 of Stonebrook Crossing, a recorded subdivision in said part of the SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 9; thence S 35°17'00" E, along the southwesterly line of said Lot 6 and along the southwesterly line of Lots 7 and 8, 472.24 feet to the most southwesterly corner of said Lot 8; thence S 39°59'56" E, along the westerly line of said Certified Survey Map recorded in Volume 24 on pages 214-217,

145.00 feet; thence S 79°36'23" E, along a meander line, along the south side of a stream, 203.26 feet; thence S 20°51'48" E, continuing along said meander line, along the west side of said stream, 205.86 feet; thence N 89°20'56" E, continuing along said meander line, along the south side of said stream, 231.26 feet to a point in the west right of way line of Moenning Road; thence N 00°10'44" E, along said west right of way line, 75.43 feet; thence N 90°00'00" E along said south line, 33.00 feet to the point of beginning.

Containing 2,798,431 square feet (64.243 acres) more or less.

Together with those lands lying between said meander line and the centerline of said stream.

FIRST ADDITION

Lots Fourteen (14) through Ninety-One (91) and Outlots One (1) through Three (3), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin.

LAND TO BE DEDICATED AS OPEN SPACE FOR PUBLIC USE

Outlot Three (3), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin

Master Development Agreement

This Master Development Agreement (this "AGREEMENT") is entered into this 10th day of December, 2020 , by and between STONEBROOK CROSSING LLC, a Wisconsin limited liability company, its successors, assigns and future owners of the PROPERTY, (the "DEVELOPER") and the CITY OF SHEBOYGAN, a Wisconsin municipal corporation (the "CITY").

RECITALS

WHEREAS, DEVELOPER is the owner of approximately 64 acres of land in the CITY, said land described on Exhibit A attached hereto (the "PROPERTY"); and,

WHEREAS, DEVELOPER desires to develop the PROPERTY as a subdivision for residential and commercial purposes (the "DEVELOPMENT"); and,

WHEREAS, said land consists of various parcels of land that are currently classified into three different zoning classifications: Mixed Residential (MR-8), Suburban Residential (SR-5) and Neighborhood Commercial (NC); and,

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
City of Sheboygan
City Clerk
828 Center Avenue, Suite 103
Sheboygan, WI 53081

PARCEL IDENTIFICATION NUMBER:
59281-471031*
59281-471051*
59281-471035*

** Current Parcel Identification Numbers for 2020. New numbers will be assigned later in 2020.*

WHEREAS, DEVELOPER intends to develop the PROPERTY in multiple additions, and the parties have entered in to this AGREEMENT for the purpose of describing the general terms and conditions pursuant to the DEVELOPMENT and the specific terms and condition for the first addition. The parties further acknowledge subsequent additions may be subject to amendments to this AGREEMENT to include specific terms and conditions for subsequent additions, which amendments shall be not be generally applicable, but shall specifically relate to the subsequent additions identified. The first addition is named Stonebrook Crossing Addition No. 1 (the "FIRST ADDITION"); said land is described on Exhibit A attached hereto; and,

WHEREAS, it is now necessary that DEVELOPER and CITY enter into an AGREEMENT relative to the manner and method by which various public improvements upon the property described in this AGREEEMENT ("PUBLIC IMPROVEMENTS") will be developed.

NOW, THEREFORE, DEVELOPER and CITY agree as follows:

I. GENERAL

A. DEVELOPER shall submit Final Plats of the FIRST ADDITION, and of all future additions, to the City and the State of Wisconsin Department of Administration pursuant applicable state law and city ordinances.

B. DEVELOPER shall prepare plans for the PUBLIC IMPROVEMENTS for each addition of the DEVELOPMENT, which plans are to be presented to and approved by the CITY.

C. DEVELOPER shall record, for each addition of the DEVELOPMENT, a Final Plat that substantially conforms to the design criteria, performance standards, and other specifications of Chapter 236, Wisconsin Statutes; Appendix C to the City of Sheboygan Municipal Code ("SUBDIVISION CODE"), and the City of Sheboygan Zoning Ordinance ("ZONING CODE").

D. Prior to start of construction for each addition of the DEVELOPMENT, DEVELOPER shall provide certificates of insurance to the CITY with respect to the following forms of coverage and with limits not less than as stated hereunder: statutory limits for Workers Compensation; Commercial General Liability Insurance limits of $5,000,000 for each occurrence and general aggregate; and Automotive Liability coverage with minimum limits of $2,000,000 combined single limit per accident for bodily injury and property damage, provided on a Symbol 1-Any Auto basis. Coverages listed may be obtained with individual policies or in combination with excess or umbrella coverages. The policies shall be written by an insurance company licensed to do business in Wisconsin. DEVELOPER shall provide not less than 30 days written notice to the CITY prior to change modification or termination of said policy. Such notice provisions shall be in the unconditional affirmative, phrases such as "shall endeavor to notify" are unacceptable and shall be rejected. The requirements for insurance coverage for each addition terminate with final acceptance pursuant to section XI.B.6, below.

II. SEQUENCE OF DEVELOPMENT

It is anticipated that the sequence of activity related to each addition of the DEVELOPMENT shall be as follows, subject, however, to the SUBDIVISION CODE:

A. Pre-application Conference
B. Preliminary Plat Approval
C. Final Plat Approval
D. Development Agreement Approval
E. Approval of Storm Sewer and Sanitary Sewer Utility Calculations, Water Main Calculations, and Shop Drawings
F. Construction Plan Approvals
G. Pre-Construction Meeting
H. Erosion Control and Stormwater Best Management Practices
I. Utility and Street Construction
I. Private Utilities (Electric, Gas, Telephone, CATV, Etc.)
J. Restoration
K. Record Drawings and Certifications

III. GRADING AND EROSION CONTROL

A. Compliance

1. DEVELOPER shall abide by the provisions of the Sheboygan Municipal Code, including the Appendices thereto, and to all other federal and state statutes and regulations related to grading and to erosion control. Nothing in this AGREEMENT shall in any way be interpreted as superseding said provisions of law.

2. DEVELOPER shall secure proper Erosion Control Permits to implement the approved Erosion Control Plan.

3. Erosion Control Methods shall be those required by the erosion control ordinances under the Sheboygan Municipal Code (including, but not limited to Appendix D related to Construction Site Erosion Control and Chapter 26 related to Drainage) or by the State of Wisconsin through the Department of Natural Resources. DEVELOPER shall be responsible for maintaining erosion control in accordance with the Erosion Control Permit during construction.

4. DEVELOPER shall be responsible for pre-grading and maintaining grades within the DEVELOPMENT in accordance with the approved DEVELOPER's Grading Plan until final acceptance by the CITY of improvements.

5. DEVELOPER shall be responsible for implementing the approved Master Grading Plan. This shall be achieved as part of the DEVELOPER's construction activities and by providing the approved Master Grading Plan to lot buyers for implementation during the building permit phase of the individual lots.

B. Inspection and Maintenance

1. Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

2. All erosion control measures shall be maintained in accordance with the Erosion Control Permits.

3. DEVELOPER, at its sole expense, shall be responsible for removing erosion control measures as directed by the CITY.

4. All costs connected with providing the CITY with as-built information per CITY standards shall be pursuant to section VIII.E.4, below.

C. Construction Standards

DEVELOPER shall be responsible for performing all work related to grading and erosion control in accordance with the City of Sheboygan Construction Standards.

IV. SANITARY SYSTEM

A. Availability

1. Each building in the DEVELOPMENT shall be served by a sanitary sewer main and lateral at DEVELOPER's sole expense, except for expense reimbursement pursuant to IV.G, below, and connected to the appropriate sanitary system in accordance with determinations, plans, and specifications made or approved by the City Engineer and all other regulatory agencies, including the appropriate Sanitary District(s) serving the area of the DEVELOPMENT.

2. The sanitary sewer lateral shall be installed to five feet beyond the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the sanitary sewer lateral from this point to the building.

3. All buildings or units in the DEVELOPMENT shall be individually served with private laterals. In the event it is later determined that the locations or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to CITY approval which will be paid for by the property owner.

4. DEVELOPER shall provide for the extension of the sanitary sewer system in accordance with the approved plans by the CITY by laying sanitary sewer mains in public right-of-way and/or public easement as directed by the CITY.

B. Capacity

The system shall conform to the Sheboygan Municipal Code and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein, and as directed by the CITY.

C. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Ownership

Upon CITY's final acceptance of the sanitary sewer system, those portions of the sanitary sewer system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

E. Sanitary Fees

All building sites and buildings in the DEVELOPMENT shall be subject to all sanitary fees at the time of connection and in the same amount and collected in the same manner as are sanitary fees for all other CITY parts served by the same wastewater treatment facilities.

F. Construction Standards

DEVELOPER shall be responsible for performing all work related to sanitary sewer service in accordance with the City of Sheboygan Construction Standards.

G. Reimbursement for Sanitary Sewer Extension to Site Boundary

Upon inspection and approval by the CITY of the Moenning Road extension area, DEVELOPER shall be reimbursed for construction of the extension of the sanitary sewer on Moenning Road to the PROPERTY boundary pursuant to a separate 2007 agreement between the parties made as part of a purchase and sale agreement. DEVELOPER shall provide the CITY with an invoice quantifying the cost to extend the sewer. The City Engineer shall review the invoice, which shall contain sufficient information to allow him or her to determine whether or not the cost is reasonable and consistent with local construction costs. Upon approval of the City Engineer, the CITY shall reimburse actual costs within 30 days pursuant to said separate agreement.

V. WATER SYSTEM

A. Availability

1. Each building in the DEVELOPMENT shall be served by water main of at least eight inches in diameter and a lateral installed at DEVELOPER's sole expense, except for expense reimbursement pursuant to V.B, below, and connected to the Sheboygan Water Utility ("UTILITY") in accordance with plans and specifications approved by the CITY, the UTILITY, and all other agencies.

2. The water lateral shall be installed to the lot line at the DEVELOPER's sole expense. As individual buildings are being constructed, the property owner shall extend the water lateral from this point to the building.

3. All buildings or units in the DEVELOPMENT shall be individually served with private laterals. In the event it is later determined that the locations, pressure or size of such laterals are insufficient to service certain parcels or units of land within the project, the owner(s) of such parcel(s) may install laterals subject to UTILITY approval which will be paid for by the property owner.

4. In lieu of the UTILITY constructing water main extensions, the DEVELOPER shall provide for the extension and construction of the water system in accordance with the Site Development Plan approved by the CITY and the UTILITY by laying water mains in public right-of-way and/or public easement as directed by the CITY and shown on the plans.

B. Capacity of the System

The water system shall conform to the Sheboygan Municipal Code and have a capacity sufficient to meet the needs of the DEVELOPMENT and each building therein and as directed by the CITY and the UTILITY. However, the parties acknowledge that the water mains necessary to serve the DEVELOPMENT may need to be increased in size in order to serve areas which may develop in the future, or in order to serve areas currently outside of the territorial limits of the CITY that may, in the future, be annexed into the CITY. Should the UTILITY determine that it is in its best interest to increase the size of mains beyond an eight-inch diameter based on needs outside of the DEVELOPMENT (e.g. a 16-inch main when 8-inch is sufficient for the DEVELOPMENT) the parties agree that in lieu of the UTILITY constructing the water main extensions, the DEVELOPER shall construct the larger water mains required by the UTILITY within the PROPERTY, and the DEVELOPER shall be reimbursed by the UTILITY for the cost difference between an 8-inch main and the actual size of the larger main installed, including any necessary ancillary parts that change as a result of the larger main (for example, gate valves and box assemblies, lateral tee connections, and fire hydrant tee connections). In such a case, the DEVELOPER shall obtain no fewer than three acceptable bids for the installation of both sizes of main and necessary ancillary parts. The cost difference shall be calculated based on lowest of the acceptable bids received for both sizes of main and the necessary ancillary parts, using the difference in cost between the larger main and the 8-inch main, including necessary ancillary parts, multiplied by the lineal feet or units installed, as applicable. The UTILITY reserves the right to reject cost differences that do not reflect reasonable market pricing. DEVELOPER shall, after installation, provide the UTILITY with calculations quantifying the cost of the larger water mains and necessary ancillary parts per this agreement, and the UTILITY shall reimburse said costs within 30 days.

C. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY and UTILITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Ownership

Upon UTILITY's final acceptance of the water system, all water main extensions and those portions of the water system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the UTILITY for public utility purposes and shall thereafter be maintained and serviced by the UTILITY. The parties agree to execute and deliver any additional documents as may be reasonably required to effectuate the dedication and transfer of the extensions of water mains contemplated by this AGREEMENT.

E. Water Utility Charges

Upon final acceptance of the water system by the UTILITY, all buildings, or building sites in the DEVELOPMENT shall be subject to all water service charges and/or assessments in the same amount and collected in the same manner, as are water service charges and/or assessments for all other parts of the CITY served by CITY water.

For the possible future water main extension along Moenning Road, the UTILITY and CITY have determined that since no privately owned residential lots would be able to exceed 220 feet of second side water main frontage, that pursuant to Section 122-98(c), Sheboygan Municipal Code, that no special assessment would apply to this PROPERTY for water main extensions along Moenning Road.

F. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to water service in accordance with the City of Sheboygan Construction Standards and the "Standard Specifications for Sewer and Water Construction in Wisconsin" (6th edition, dated December 22, 2003 with Addendum No. 1 dated December 22, 2004 and Addendum No. 2 dated April 22, 2008) as further modified by the Sheboygan Water Utility Special Provisions.

VI. STORM DRAINAGE SYSTEM

A. Components

Storm drainage shall be provided by means of storm sewers, culverts, ditches, Stormwater Best Management Practices (BMP's), and appurtenances in the public right-of-way and/or in drainage easements where required and/or within natural areas (where applicable and permitted), all in accordance with storm drainage plans prepared by DEVELOPER and approved by the CITY and entirely at the DEVELOPER's sole expense, except for reimbursement pursuant to section VI.F, below. All storm drainage shall be in conformance with the requirements of the Sheboygan Municipal Code, including but not limited to the approved Stormwater Management Plan required pursuant to Chapter 26 of the Sheboygan Municipal Code and the Post-Construction Stormwater Management Zoning Ordinance contained in Appendix E to the Sheboygan Municipal Code.

B. Construction

1. The DEVELOPER shall be responsible for the planning, design, construction plan, and construction of facilities for storm drainage (the Storm Drainage System) until such stormwater exits the exterior perimeter line of the DEVELOPMENT or until it reaches a point, outside of and adjacent to the PROPERTY from which point such stormwater passes into, or through specified conduits or channels. Such design shall be reviewed and approved by the CITY prior to construction.

2. Nothing in this paragraph shall be deemed to limit the DEVELOPER's responsibility to adjacent owners for discharged water. Should any claim be made against the CITY for increased water discharge or altered drainage patterns from the project, DEVELOPER shall indemnify, defend and hold harmless the CITY paying all costs thereof (including but not limited to actual attorney fees) and further indemnify the CITY from any loss or damage based upon a claim arising from water allegedly discharged within or from the site, except if the loss or damage was caused by the negligence or willful misconduct of the CITY. Except as it relates to negligence by the DEVELOPER or its contractors and subcontractors, DEVELOPER'S duty pursuant to this subparagraph shall terminate once the storm drainage system is finalized and accepted by the CITY.

3. Major drainage improvements for the entire DEVELOPMENT shall be constructed during the FIRST ADDITION of the DEVELOPMENT including, but not limited to the BMP's, ditches and other structures for the conveyance of water therein, detention ponds, and necessary downstream improvements. Developer shall be responsible for creating or obtaining all necessary drainage easements as part of said construction.

4. The DEVELOPER agrees with and shall execute, simultaneous with this AGREEMENT, all provisions of a Stormwater Management Agreement.

C. Ownership

The components of the Storm Drainage System in public rights of way and public easements shall be dedicated to the CITY. Additionally all stormwater ponds and other stormwater infrastructure shall be dedicated to the CITY, along with the outlots in which they are located. DEVELOPER agrees to dedicate to the CITY any drainage easements deemed necessary by the CITY and any infrastructure contained therein. When dedicated to the CITY upon approval and final acceptance by the CITY, system components shall become the property of the CITY and thereafter be maintained by the CITY. Notwithstanding the terms of this paragraph, the driveway culverts shall remain the property of the DEVELOPER and, upon sale of lots, the property owner. DEVELOPER agrees to record standard covenants running with the land requiring property owners to properly maintain their property in such a manner so as to permit proper storm drainage throughout the PROPERTY.

D. Inspection

Oversight of all construction, maintenance, and material testing shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

E. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to storm drainage in accordance with the City of Sheboygan Construction Standards.

F. Reimbursement for Stormwater Detention Ponds

DEVELOPER shall be reimbursed for the engineering and construction of the two stormwater detention ponds to be constructed in Outlot 1 and 2 pursuant to a separate 2007 agreement between the parties made as part of a purchase and sale agreement. Reimbursement is to be of the actual cost up to a maximum contribution of $250,000 pursuant to said separate agreement, with 90% to be reimbursed following preliminary inspection and approval, with the remaining 10% to be reimbursed following final inspection and approval. DEVELOPER shall provide the CITY with invoices for each reimbursement, along with quantification of the cost to engineer and construct the stormwater detention ponds and CITY shall reimburse actual costs within 30 days of invoice receipt. Preliminary inspection and approval shall occur upon the completion of the ponds with the exception of establishment of vegetation. Final inspection and approval shall not be granted until DNR regulations and requirements related to sufficient establishment of vegetation to allow for release from the terms of required erosion control construction permits. Preliminary and final inspection and approval shall not unreasonably withheld by the CITY.

VII. PUBLIC ROADWAYS

A. Location

Roadways shall be constructed in each and every road right-of-way platted, shall be built to the exterior lot line of the PROPERTY and constructed as directed by the CITY.

B. Construction

1. DEVELOPER shall provide the geotechnical data compiled during the design of the roadways to the City Engineer. Should the geotechnical data submitted to the CITY not be sufficient to reasonably satisfy the City Engineer, the DEVELOPER shall grant the CITY with a right of entry to obtain the required data. Costs associated with obtaining the required data shall be at the DEVELOPER's sole expense.

2. DEVELOPER shall install and/or improve the roadways per the approved plans.

3. The asphaltic binder course, which shall be at a depth of 2 ¼ inches, shall not be installed after September 15 without prior approval of the City Engineer.

4. At the direction of the City Engineer, DEVELOPER shall adjust all affected utilities prior to installing the final asphalt surface course at DEVELOPER's sole expense.

5. The DEVELOPER shall schedule and complete a walk-through of the street system with the CITY's Director of Public Works or his or her designee, who shall consent in writing prior to the installation of the final asphaltic surface course.

6. Prior to final asphaltic surface course construction, all repairs and restoration of damaged, broken or otherwise deficient asphaltic binder course, water system, sanitary system, and storm drainage system shall be completed at DEVELOPER's sole expense.

7. The final asphaltic surface course, which shall be at a depth of 1 ¾ inches, shall be installed between May 1 and July 31 in the calendar year following the installation of the binder course.

8. Material storage or stockpiling shall not be allowed on road surface after final surface course is installed.

9. DEVELOPER shall be responsible for any damage to the road system, including any damage resulting from plowing of snow, until final acceptance.

10. CITY shall not be responsible for any plowing of the road system until the aggregate base course is accepted pursuant to section XI.B.4, below.

C. Inspection

Oversight of all construction, maintenance, and material testing of public roadways and appurtenances shall be performed by a certified inspector approved by the CITY. All costs connected with the hiring, approval, and work of the certified inspector shall be pursuant to section VIII.E.4, below.

D. Street Signs

1. Street names and numbers shall be in conformance with the CITY's policies and in accord with Chapter 118 of the Sheboygan Municipal Code.

2. Street signs shall be installed by the CITY, at the DEVELOPER's sole expense and prior to placement of the binder course.

E. Street Lighting

DEVELOPER shall pay for the cost of purchase and installation of LED street lighting, including provision of any necessary easements, at the main entrances to the DEVELOPMENT (Business Drive/Highway OK and Moenning Road). The CITY shall approve the type and specifications of the street lighting. All street lighting shall be completed to the satisfaction of the CITY and not used until after the CITY's final acceptance. Upon the CITY's final acceptance of the street lighting system, those portions of the street lighting system located in the public right-of-way and/or public easement shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY, with the CITY to be responsible for the monthly costs from the utility company for the electric usage related to the street lighting. Other street light locations are allowed to be added later at the mutual agreement between the CITY and DEVELOPER.

F. Trees

The requirements for trees in the DEVELOPMENT are to be at the DEVELOPER's sole discretion, except as otherwise provided by law. The DEVELOPER has indicated its desire to apply for a variance from city ordinance requirements related to tree easements on local (minor) streets (Section 5.2(F)(1)(c), Subdivision Code). It shall be DEVELOPER'S responsibility to request said variance from the Plan Commission in writing, as provided in Section 2.5, Subdivision Code. The DEVELOPER acknowledges that the Plan Commission exercises to sole judgment to determine whether it would be inadvisable to literally apply a provision of this ordinance due of exceptional or undue hardship and to modify the provisions of the ordinance in a way that provides for substantial justice to be done and the public interest secured. The parties agree that should the Plan Commission not approve said variance related to the FIRST ADDITION, the DEVELOPER shall be permitted to withdraw from this AGREEMENT. The parties agree that should the Plan Commission approve said variance for the FIRST ADDITION but not for one or more later additions, the DEVELOPER shall remain bound to the provisions of this Agreement only for such additions as have been approved with the variance, and shall not be obligated to move forward with new additions.

G. Access Shoulder

DEVELOPER shall pay for the cost of installing asphalt paved access shoulder on both sides of Rim Rock Road and Stonebrook Drive, as set forth in the approved plan.

H. Relocation of Private Utilities

The DEVELOPER shall be responsible for any expense for private utilities to move its private infrastructure in the public right-of-way necessitated by the DEVELOPMENT.

I. Construction Standards

In addition to any standards set forth in this AGREEMENT, DEVELOPER shall be responsible for performing all work related to public roadways and appurtenances as described in this Section VII in accordance with the City of Sheboygan Construction Standards.

VIII. ADDITIONAL REQUIREMENTS OF DEVELOPER

A. Public Sites and Open Spaces

1. Dedication of Parkland

As part of FIRST ADDITION, DEVELOPER agrees to dedicate a 0.50 acre parcel of land for open spaces and sites for public use ("PARK"). The parcel shall be labeled as "Dedicated to the Public for Park Purposes" on the Final Plat. A legal description of the parcel is attached as Exhibit A. The dedication of land for open spaces and sites for public use shall be consistent with the CITY's Comprehensive Plan and/or Official Map unless the CITY agrees otherwise. The CITY agrees to quit claim the PARK upon (i) approval by the Parks and Forestry Commission and the Common Council pursuant to the provisions of the Sheboygan Municipal Code, (ii) dedication of the parcel of land for opens spaces and sites for public use provided in this paragraph, and (iii) final plat approval.

2. Waiver of Impact Fees

In consideration of the dedication of the 0.50 acre parcel of land, pursuant to Section 74-83, Sheboygan Municipal Code, the CITY waives all impact fees for park purposes for the DEVELOPMENT.

3. Additional Terms Related to Public Space

As part of FIRST ADDITION, at the DEVELOPER'S cost, DEVELOPER agrees to i) install a 2" water line, ii) install a 6" sanitary sewer lateral, and iii) install an electric pedestal to said public open space. DEVELOPER shall submit a grading plan for the parcel to the CITY for its review and approval. At the DEVELOPER'S cost, DEVELOPER shall grade the parcel, add a minimum of 4" of top soil, spread fertilizer, and plant grass seed. Upon the CITY's final acceptance of the PARK, those portions of the PARK shall be dedicated by the DEVELOPER to the CITY and shall thereafter be maintained and serviced by the CITY.

B. Shoreland

DEVELOPER shall comply with the shoreland requirements set forth in Appendix B of the City of Sheboygan Municipal Code. There are currently no known shoreland locations on the PROPERTY.

C. Floodplain

Buildings and structures shall not be situated within the floodway area of the 100-Year Floodplain as shown on the Final Plat. Any changes to property within the floodway area, including filling, grading, excavation, and planting of vegetation shall be limited in accord with Appendix A of the Sheboygan Municipal Code. There are currently no known floodplain locations on the PROPERTY.

D. Wetland Areas

The grading, filling, excavation of wetland areas as shown on the Final Plat shall be prohibited. Vegetation may be added to a wetland area per waterway regulations by the Wisconsin Department of Natural Resources. Any activity within wetland areas shall be in accord with Appendix B of the Sheboygan Municipal Code.

E. Miscellaneous and Fees

1. DEVELOPER shall be responsible for any items, as reasonably required in writing by the CITY, necessary to accomplish the intent of this AGREEMENT.

2. At the time of issuance of the a building permit, and except as otherwise provided in this AGREEMENT, the DEVELOPER or the respective landowner or building obtaining such building permit, hereby agrees to pay any fees or assessments that are required by City Ordinance or Resolution in effect at time of building permit per residential dwelling unit. Fees shall be charged pursuant to the provisions and authority within the Sheboygan Municipal Code. Further pursuant to Section 74-83(a), Sheboygan Municipal Code, and in light of the value of land dedicated by DEVELOPER to the CITY pursuant to Section VIII.A, above, the parties agree that the impact fee owed for park purposes by the developer is zero..

3. The Sewer Connection Fees for this DEVELOPMENT will be set for a period ten (10) years after the execution of this AGREEMENT. The CITY will not charge any fees related to the engineering review and approval of construction plans, calculations, and shop drawings.

4. The CITY and UTILITY is to provide all inspection services required for the DEVELOPMENT, including the hiring, approval and work of the certified inspector, as well as the documentation of as-built information per CITY standards. Upon commencement of inspection services, the CITY shall provide the DEVELOPER with an invoice payable within 30 days for a fixed fee of $25,000 and the UTILITY shall provide the DEVELOPER with an invoice payable within 30 days for a fixed fee of $6,000, to cover all costs of inspection services and as-built documentation for the DEVELOPMENT.

IX. PRIMARY FINANCIAL GUARANTEE

A. Satisfactory Financial Guarantee: Form

To assure compliance with DEVELOPER'S obligations under this Agreement, the DEVELOPER shall deposit with the City Clerk within five (5) days of the start of construction of each respective phase, a Financial Guarantee in the form of a Letter of Credit.

B. Amount of Guarantee

The Financial Guarantee required by this Article shall be in the amount of either (i) one hundred and ten percent (110%) of the total cost (based on the bid from DEVELOPER'S contractors for the PUBLIC IMPROVEMENT work if deemed reasonable by the City Engineer) of the PUBLIC IMPROVEMENTS within each phase, or (ii) such lesser amount that the City Engineer determines is acceptable based on an estimate of the cost to make the CITY whole should it have to step in to complete or remove the PUBLIC IMPROVEMENTS should the DEVELOPER default on this AGREEMENT. The Financial Guarantee described herein shall only apply to the PUBLIC IMPROVEMENTS in the particular phase of the Development being constructed by DEVELOPER. For the purpose of quantifying PUBLIC IMPROVEMENTS for the Financial Guarantee, the costs shall be the sanitary system, water system (using the cost for eight-inch diameter mains), storm drainage, and aggregate base course.

C. Terms of Guarantee

The Financial Guarantee shall: (i) run until preliminary acceptance of the roadway pursuant to section XI.B.4 below, (ii) shall be irrevocable during said period, (iii) shall be in a form approved by the City Attorney, and (iv) shall be drawn upon the sole authorization of the City Administrator without any other approval or authorization for the purposes of completion or removal of PUBLIC IMPROVEMENTS, but subject to written notice given to DEVELOPER ten (10) days prior to any draw.

D. Reduction and Release of Guarantee

During the construction of any phase of the Development, the DEVELOPER may provide proof to the CITY of installation, payment to contractors, and partial lien releases for that portion of the PUBLIC IMPROVEMENTS installed. The City Engineer, upon written request from DEVELOPER made from time to time, is authorized to reduce the amount of the Financial Guarantee from the amount in Paragraph B of this Article as a result of portions of the PUBLIC IMPROVEMENTS being completed by the DEVELOPER. In determining the reduction, the City Engineer shall consider the costs paid by the DEVELOPER, the cost of any remaining work, and the reduction in the cost to make the CITY whole should it have to step in to complete the PUBLIC IMPROVEMENTS should the DEVELOPER default on this AGREEMENT. The City Engineer shall not unreasonably withhold consent to the supported, reasonable request by DEVELOPER for the Financial Guarantee reduction.

E. Additional Related Terms

Responsibility and direction for completion of contract shall remain the responsibility of the DEVELOPER. The CITY acknowledges and agrees that the PUBLIC IMPROVEMENTS described herein may be performed by DEVELOPER in phases, as approved by the CITY. Notwithstanding any other provision to the contrary, the DEVELOPER's obligation to maintain a letter of credit shall not extend beyond fourteen (14) months from the date of substantial completion of all improvements as defined in Section 236.13(2)(a)2, Wis. Stats.

X. DEED RESTRICTIONS

A. This AGREEMENT or a memorandum of this AGREEMENT shall be recorded in the office of the Registrar of Deeds of Sheboygan County, Wisconsin by the DEVELOPER at the expense of the DEVELOPER. The use and occupancy of all lots therein shall be subject to the terms and provisions of this AGREEMENT. A copy shall be provided to the CITY.

B. Any other restrictions desired by the DEVELOPER, but not required by the CITY may be recorded at the DEVELOPER's option. The CITY will not be responsible for the enforcement of those restrictions.

XI. ACCEPTANCE OF PUBLIC IMPROVEMENTS

A. All PUBLIC IMPROVEMENTS required by the CITY within the DEVELOPMENT are the DEVELOPER's sole responsibility, except as otherwise provided in this AGREEMENT.

B. PUBLIC IMPROVEMENTS for each addition of the DEVELOPMENT will be accepted by the CITY when the DEVELOPER has met and satisfied each of the terms and conditions of this AGREEMENT, permits, and applicable ordinances of the CITY.

1. Preliminary acceptance of the Utility System(s) will be granted when system has been installed and all related punch list items have been corrected by the DEVELOPER and approved by the CITY and the UTILITY.

2. Final acceptance of the Utility System(s) will be granted when all land disturbing activities have been completed, all related punch list items have been corrected by the DEVELOPER and approved by the CITY, and as-builts have been submitted and approved by the CITY.

3. Final acceptance of the PARK will be granted when grass seed has been planted and the grass fully established, as determined by the Director of Public Works, and all related punch list items have been corrected by the DEVELOPER and approved by the CITY. The Director of Public Works, in determining whether the grass is fully established shall consider the same factors as used by the Department of Natural Resources when determining whether vegetation is sufficiently established to release parties from the terms of Erosion Control Construction Permits.

4. Preliminary acceptance of the Roadway will be granted when the aggregate base course has been installed and all related punch list items have been corrected by the DEVELOPER and approved by the CITY.

5. The Road System will be considered substantially complete upon the installation of the asphaltic binder course on roads to be dedicated to the CITY.

6. Final acceptance of the Road System will be not granted until 14-months after substantial completion. The CITY will conduct an inspection of the Road System (including ditches, culverts and appurtenances) 12 months after substantial completion and prepare a punch list of items that need correction. After all punch list items have been completed by the DEVELOPER, and approved by the CITY, final acceptance will be granted. The final asphaltic surface course of all asphalt roadways and all punch list items shall be completed within 14 months of substantial completion.

XII. GENERAL CONDITIONS

A. DEVELOPER further agrees to abide by such further orders or directions as may be reasonably given by the CITY and/or it's Boards and Commissions, as may be necessary to implement and carry out the terms and intent of this AGREEMENT, provided such further orders or directions are usually and customarily required of like developments similarly stated.

B. It is expressly understood and agreed that the terms of this AGREEMENT are covenants running with the land and binding on DEVELOPER. The terms of the AGREEMENT regarding insurance, warranty and surety obligations shall survive the expiration of this AGREEMENT.

C. The signatory DEVELOPER shall not dissolve its Corporation, LLC, or other business group designation, without written notification to the CITY, more specifically the City Engineer, and a minimum of 60 days prior to the dissolution. The written notification shall include a plan for meeting the requirements of the AGREEMENT and the identity and contact information for the person(s)/entity that will be the subsequent responsible party.

D. DEVELOPER shall be responsible for the repair to existing roadways and infrastructure for damage caused as a result of its construction activities.

E. DEVELOPER is required to have the public utilities (sanitary system, water system, & storm drainage system) located and marked in the field until the final record drawings for the utilities are approved by the CITY.

F. DEVELOPER and subsequent owners of lots shall promptly remove all construction debris including, but not limited to, paper, plastic, insulation, packaging, etc. and will take adequate measures to keep all debris on the lot site to prevent littering adjoining properties.

G. Streets shall be swept daily as needed to remove silt, stone, ground or other materials that have been tracked or eroded onto the streets by the DEVELOPER. The CITY may periodically inspect the streets for debris and determine if street sweeping is required. Reasonable efforts will be made to contact the responsible party to get the impacted streets swept. Should street sweeping not be completed in a timely manner to the CITY's reasonable satisfaction, the CITY shall have the authority to complete said work and charge all reasonable costs for the street sweeping to the responsible party. In the event that said costs are not promptly paid, the CITY may assess those charges against the property within this DEVELOPMENT as a special charge for current services pursuant to Wisconsin Statute Sec. 66.0627.

H. DEVELOPER agrees, to the fullest extent permitted by law, to indemnify and hold the CITY harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the DEVELOPER's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the DEVELOPER is legally liable. CITY agrees, to the fullest extent permitted by law, to indemnify and hold the DEVELOPER harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CITY's negligent or intentional acts, errors or omissions in the performance of its obligations under this AGREEMENT and those of its contractors/subcontractors or anyone for whom the CITY is legally liable. Neither party will be responsible to the other for consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

I. DEVELOPER or its successor or assignee shall be responsible for maintenance of rights-of-way up to the edge of the roadways adjoining the DEVELOPMENT to include grass cutting and any litter removal consistent with the landscaping of the DEVELOPMENT. Failure to maintain this area shall subject the DEVELOPMENT to charges by the CITY. The outlots dedicated to the CITY and the right-of-ways adjacent to these outlots are maintained by the CITY and the DEVELOPER is not responsible for any maintenance to include grass cutting and litter removal.

J. Building setbacks, height restrictions, and locations of all structures shall be as regulated by the ZONING CODE.

K. All conditions of approval for the DEVELOPMENT by the Plan Commission and/or Common Council shall be followed.

L. Except for the specific responsibilities and obligations retained by the DEVELOPMENT hereunder, CITY shall provide to the DEVELOPMENT and its occupants the same governmental services, as are generally provided to other residents, residences, and citizens of the CITY.

M. Neither the CITY's own inspection nor the CITY's acceptance of DEVELOPER's dedication to the CITY shall be deemed a waiver of the DEVELOPER's obligation to construct the Water, Sanitary, Storm Drainage, and Road Systems according to the approved plans and specifications and other regulatory agencies.

N. The DEVELOPER, through information assembled by a Registered Land Surveyor, shall provide evidence that all monuments have been set per Wis. Stat. § 236.15, as amended. Only the exterior boundary monuments need be set at the time of the plat recording in the associated phase, with the condition of the CITY deferring placement of the interior monuments pursuant to Wis. Stat. § 236.15(1)(h), as amended, for a reasonable period of time determined by the CITY in order to allow for construction of DEVELOPER improvements that may otherwise interfere with monumentation.

O. Building permits for new home construction are to be available at the time of substantial completion of the aggregate base course pursuant to section XI.B.4, above.

P. The DEVELOPER is allowed to have a temporary use on-site real estate sales office located on the PROPERTY pursuant to the provisions of the ZONING CODE.

Q. The DEVELOPER, at DEVELOPER's expense, may place temporary subdivision and builder marketing signage at the PROPERTY. The DEVELOPER, at DEVELOPER's expense, may place permanent subdivision monument sign(s) on the PROPERTY. All such placements shall be in compliance with the ZONING CODE and the Sheboygan Municipal Code.

XIII. SPECIAL CONDITIONS

A. Fire or emergency protection services are available to the DEVELOPMENT.

B. Snow and ice removal from private roadways, drives or parking lots shall not be placed in public roadways or rights-of-way.

C. DEVELOPER shall be responsible for submitting a Stormwater Management Practice Maintenance Agreement. DEVELOPER shall also be responsible for recording the document, in a form that is acceptable to the CITY, at the Sheboygan County Register of Deeds so that the Agreement is binding upon all subsequent owners of lands within the DEVELOPMENT. A copy of the recorded document shall be provided to the CITY.

D. The Stormwater Management BMP's are to be maintained per the approved Stormwater Management Practice Maintenance Agreement referred to above.

<Signatures appear on next page>

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date first printed above.

CITY OF SHEBOYGAN

BY: _____
Michael J. Vandersteen
Mayor

ATTEST: _____
Meredith DeBruin
City Clerk

STONEBROOK CROSSING LLC

BY: _____
Robert J. Werner
President

SHEBOYGAN WATER UTILITY

BY: _____
Joseph Trueblood
Director

APPROVED AS TO FORM:

BY: _____
Charles C. Adams
City Attorney

This document is authorized by and in accordance with Subs of Res. No. 82-20-21.

EXHIBIT A

LEGAL DESCRIPTIONS

DEVELOPMENT

Part of the NE 1/4 and NW 1/4 of the SE 1/4 and part of the SE 1/4 and SW 1/4 of the NE 1/4 of Section 9, Township 14 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows:

Commencing at the east quarter corner of said Section 9; thence S 00°10'44" W, along the east line of said SE 1/4, 298.63 feet to the most southeast corner of Certified Survey Map recorded in the Sheboygan County Register of Deeds Office in Volume 24 on pages 214-216, as Document No. 1897215, being the point of beginning of lands herein described; thence continuing S 00°10'44" W, along said east line of the SE 1/4, 524.52 feet; thence N 90°00'00" W, 374.52 feet; thence S 00°00'00" E, at right angles, 296.33 feet; thence S 02°00'00" W, 124.68 feet to a point in the north line of Rammer Pond Estates, a recorded subdivision in said SE 1/4; thence N 86°54'22" W, along said north line of Rammer Pond Estates and along the north line of Rammer Pond Estates 1st Addition and its westerly extension which is along the north line of Certified Survey Map recorded in Volume 19 on pages 130A-130E, as Document No. 1669866, 2074.31 feet to a point in the southeasterly right of way line of S. Business Drive (C.T.H. "OK"); thence N 17°38'02" E, along said southeasterly right of way line, 16.53 feet; thence N 27°26'46" E, continuing along said southeasterly right of way line, 101.17 feet; thence N 17°59'00" E, continuing along said southeasterly right of way line, 272.10 feet; thence 17°45'46" E, continuing along said southeasterly right of way line, 808.38 feet to the southeast corner of lands described in Document No. 2033437 as recorded in said Sheboygan County Register of Deeds Office; thence S 87°24'29" E, along the easterly extension of the south line of said lands described in Document No. 2033437 and along the south line of lands described in Volume 1061, page 876-877, as Document No. 1157964, 361.16 feet to the southeast corner of said lands; thence N 12°30'01" E, along the east line of said lands described in Volume 1061 on pages 876-877, 191.38 feet to the northeast corner of said lands; thence N 87°24'29" W, along the north line of said lands described in Volume 1061, page 876-877, 342.98 feet to a point in the said southeasterly right of way line, being the northeasterly corner of lands described in Document No. 2033437; thence N 17°45'46" E, along said southeasterly right of way line, 124.38 feet; thence N 03°07'08" E, continuing along said southeasterly right of way line, 77.52 feet; thence N 17°49'26" E, continuing along said southeasterly right of way line, 6.52 feet to the southeast corner of lands described in Document No. 2030991 as recorded in the Sheboygan County Register of Deeds Office; thence S 87°52'12" E, along the easterly extension of the south line of said lands described in Document No. 2030991 and along the south line of lands described in Document No. 2083381, 651.62 feet to a point in the westerly extension of the south line of Fox Meadows Addition No. 6, a recorded subdivision in said NE 1/4; thence S 87°37'57" E, continuing along said south line of lands described in Document No. 2083381, along said westerly extension and along the south line of said Fox Meadows Addition No. 6, 411.26 feet to the northwest corner of Lot 6 of Stonebrook Crossing, a recorded subdivision in said part of the SE 1/4 of the NE 1/4 and part of the NE 1/4 of the SE 1/4 of Section 9; thence S 35°17'00" E, along the southwesterly line of said Lot 6 and along the southwesterly line of Lots 7 and 8, 472.24 feet to the most southwesterly corner of said Lot 8; thence S 39°59'56" E, along the westerly line of said Certified Survey Map recorded in Volume 24 on pages 214-217,

145.00 feet; thence S 79°36'23" E, along a meander line, along the south side of a stream, 203.26 feet; thence S 20°51'48" E, continuing along said meander line, along the west side of said stream, 205.86 feet; thence N 89°20'56" E, continuing along said meander line, along the south side of said stream, 231.26 feet to a point in the west right of way line of Moenning Road; thence N 00°10'44" E, along said west right of way line, 75.43 feet; thence N 90°00'00" E along said south line, 33.00 feet to the point of beginning.

Containing 2,798,431 square feet (64.243 acres) more or less.

Together with those lands lying between said meander line and the centerline of said stream.

FIRST ADDITION

Lots Fourteen (14) through Ninety-One (91) and Outlots One (1) through Three (3), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin.

LAND TO BE DEDICATED AS OPEN SPACE FOR PUBLIC USE

Outlot Three (3), Stonebrook Crossing Addition No. 1, all located in the City of Sheboygan, Sheboygan County, Wisconsin

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 21, 2020.

Your Committee to whom was referred Res. No. 83-20-21 by Alderpersons Dekker and Sorenson authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display; 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

4.7

Res. No. 83 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 8, 2020.

A RESOLUTION authorizing entering into an Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached Agreement with Making Spirits Bright, Inc. for use of Evergreen Park and the Quarryview Center for the annual Making Spirits Bright drive-through holiday lights display.

Public Works

Dean Dekker

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
MAKING SPIRITS BRIGHT, INC.
FOR USE OF EVERGREEN PARK

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this _____ day of _____, 2020 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (the "City"), and Making Spirits Bright, Inc., ("MSB") a Wisconsin non-stock corporation with its principal office at 3034 N. 20th Street, Sheboygan, Wisconsin 53081.

RECITALS

(i) For over 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, organizations who address those concerns. The motto of Service Above Self is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

(iv) The Sheboygan County Rotary Clubs have established MSB as a non-stock not for profit corporation for the purposes of developing, promoting, organizing, planning and staging the annual event.

(v) The Sheboygan County Rotary Clubs, through MSB, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation by the public.

(viii) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The City agrees to make Evergreen Park available to MSB for its drive-through holiday light display between October 5, 2020 and January 16, 2021[1] and the Quarryview Center available to MSB between November 5, 2020 and December 31, 2020, subject to the following:

(a) Prior to October 5, 2020, MSB shall remit $1,500 to the City for the use of Evergreen Park and the Quarryview Center for the 2020-2021 administration of the holiday light display event. If MSB does not remit the payment to the City prior to October 5, 2020, MSB's access to Evergreen Park and the Quarryview Center shall be delayed until the payment is made.

(b) For the avoidance of doubt, for all future administrations of the holiday light display covered by this Agreement, MSB shall remit payment of $1,500 per year for the use of Evergreen Park and the Quarryview Center on or before the March 1 preceding the event commencing in that calendar year.

[1] This time period shall include the setup and removal of all lights and other elements included in the holiday light display.

(c) MSB shall complete all event forms reasonably requested by the City's Department of Public Works, pursuant to the deadlines set forth.

(d) MSB shall indemnify, defend, and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees, agents, or volunteers, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees, agents, or volunteers.

(d) MSB agrees to provide the City with a certificate of insurance illustrating the existence of a commercial general liability insurance policy providing at least $2,000,000 in coverage, naming the City as an additional insured.

(e) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.

(f) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.

(g) MSB shall comply, and shall ensure its volunteers using the park for purposes related to the holiday light display, with all applicable public health guidance in effect at the time of the rental. This includes - but is not limited to - guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

(h) MSB shall work with the City Parks Department to provide room for groomed trails as shown on the map attached to this Agreement as **Exhibit A** throughout its use of Evergreen Park.

(i) MSB shall leave the area identified as Practice Ski Area on **Exhibit B** available for use by cross

country skiers at all times during its occupancy of Evergreen Park.

(j) MSB shall make best efforts to allow for a 10 foot wide ski trail around the south side of the Area #4 parking lot beginning on January 3 of each year.

(k) MSB shall have all ski trail areas in Evergreen Park available for grooming by January 17 of each year.

(l) In recognition of the City's support of MSB, MSB shall recognize the City of Sheboygan as an in-kind donor in any written materials distributed at Making Spirits Bright, including a City logo on the map of Evergreen Park included in the written materials and any other recognition provided to other in-kind donors to MSB.

2. As set forth above, this Agreement shall be for an initial term commencing October 5, 2020 and ending January 16, 2021. It shall automatically renew to allow use of Evergreen Park and Quarryview Center on the following schedule, unless notice is provided by either party to the other no later than May 31 of each year:

Evergreen Park

October 5, 2020 through January 16, 2021 at 5:00 p.m.
October 4, 2021 through January 16, 2022 at 5:00 p.m.
October 3, 2022 through January 16, 2023 at 5:00 p.m.
October 2, 2023 through January 16, 2024 at 5:00 p.m.
October 7, 2024 through January 16, 2025 at 5:00 p.m.
October 6, 2025 through January 16, 2026 at 5:00 p.m.

Quarryview Center

November 5, 2020 through December 31, 2020
November 4, 2021 through December 31, 2021
November 3, 2022 through December 31, 2022
November 2, 2023 through December 31, 2023
November 7, 2024 through December 31, 2024
November 6, 2025 through December 31, 2025

In no event shall this Agreement be automatically renewed beyond January 16, 2026. The Director of Public Works may, subject to

the availability of Evergreen Park, allow MSB to start on an earlier date than that specified in this Section. If the Director of Public Works allows MSB to start on an earlier date, no additional payment shall be required by MSB.

3. Termination.

In the event that MSB breaches its obligations under this Agreement, the Director of Public Works may provide a Notice of Intent to Terminate to:

Kenneth R. King
730 S. 8th Street, Unit 506
Sheboygan, WI 53082

Such Notice of Intent to Terminate shall become effective upon ratification by the Common Council of the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MAKING SPIRITS BRIGHT, INC.

By: _____

Date: _____

CITY OF SHEBOYGAN

By: _____
Michael J. Vandersteen
Mayor

Date: _____

ATTEST:

_____
Meredith DeBruin
City Clerk

Date: _____

EXHIBIT A

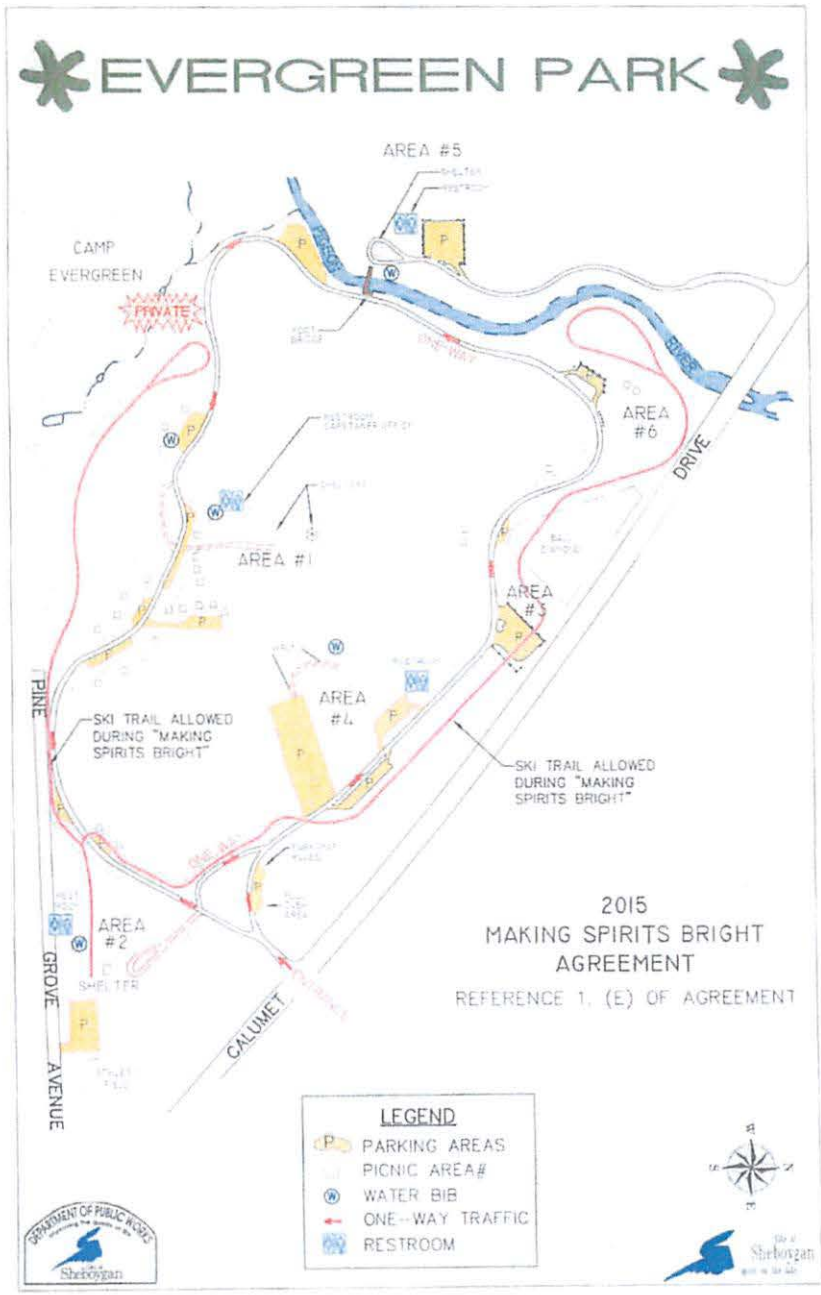

EVERGREEN PARK
AREA #5
CAMP EVERGREEN
PRIVATE
RIVER
ONE-WAY
AREA #6
DRIVE
AREA #1
AREA #3
AREA #4
PINE
SKI TRAIL ALLOWED DURING "MAKING SPIRITS BRIGHT"
SKI TRAIL ALLOWED DURING "MAKING SPIRITS BRIGHT"
AREA #2
SHELTER
GROVE AVENUE
CALUMET
2015
MAKING SPIRITS BRIGHT
AGREEMENT
REFERENCE 1. (E) OF AGREEMENT
LEGEND
PARKING AREAS
PICNIC AREA#
WATER BIB
ONE-WAY TRAFFIC
RESTROOM
DEPARTMENT OF PUBLIC WORKS
Sheboygan

EXHIBIT B


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AGREEMENT
BETWEEN
CITY OF SHEBOYGAN
AND
MAKING SPIRITS BRIGHT, INC.
FOR USE OF EVERGREEN PARK

THIS AGREEMENT, hereinafter referred to as the "Agreement," is entered into this 9th day of September, 2020 (the "Effective Date"), by and between the City of Sheboygan, a municipal corporation existing under the laws of the State of Wisconsin (the "City"), and Making Spirits Bright, Inc., ("MSB") a Wisconsin non-stock corporation with its principal office at 3034 N. 20th Street, Sheboygan, Wisconsin 53081.

RECITALS

(i) For over 100 years, Rotary Clubs have recognized the needs of families in Sheboygan County and have been contributors to, and supporters of, organizations who address those concerns. The motto of Service Above Self is exemplified annually by the projects that the Rotarians support and the grants provided to individuals and organizations as a result of successful fundraisers.

(ii) The Sheboygan County Rotary Clubs have combined their efforts in developing and providing the Making Spirits Bright annual drive-through holiday lights display in Evergreen Park and the Quarryview Center during the holiday season.

(iii) The Sheboygan County Rotary Clubs are partnering with the Sheboygan County Food Bank by asking all who attend this family fun event to bring food pantry items as their admission to the park.

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(v) The Sheboygan County Rotary Clubs, through MSB, are again requesting permission to utilize Evergreen Park and the Quarryview Center for the holiday light display event and asking that the parks be closed to vehicular traffic (other than light display patrons) to ensure safety for the event.

(vi) The City is willing to grant such permission subject to certain terms and conditions.

(vii) The parties recognize and understand that Evergreen Park is also utilized in the wintertime for cross country skiing, and that a system of ski trails has been established for outdoor winter recreation by the public.

(viii) This Agreement is intended to authorize MSB to successfully set up, operate and take down their holiday light display while minimizing to the extent possible, impact upon cross country skiing in the park and the grooming of the ski trail system.

NOW, THEREFORE, in consideration of the recitals and mutual agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The City agrees to make Evergreen Park available to MSB for its drive-through holiday light display between October 5, 2020 and January 16, 2021[1] and the Quarryview Center available to MSB between November 5, 2020 and December 31, 2020, subject to the following:

(a) Prior to October 5, 2020, MSB shall remit $1,500 to the City for the use of Evergreen Park and the Quarryview Center for the 2020-2021 administration of the holiday light display event. If MSB does not remit the payment to the City prior to October 5, 2020, MSB's access to Evergreen Park and the Quarryview Center shall be delayed until the payment is made.

(b) For the avoidance of doubt, for all future administrations of the holiday light display covered by this Agreement, MSB shall remit payment of $1,500 per year for the use of Evergreen Park and the Quarryview Center on or before the March 1 preceding the event commencing in that calendar year.

[1] This time period shall include the setup and removal of all lights and other elements included in the holiday light display.

(c) MSB shall complete all event forms reasonably requested by the City's Department of Public Works, pursuant to the deadlines set forth.

(d) MSB shall indemnify, defend, and hold harmless the City from all claims, actions and suits brought against the City on account of any injuries or damages received or sustained by any party or parties by or from the MSB, its employees, agents, or volunteers, arising from the exercise of the rights and privileges granted herein or on account of any act or omission of the MSB or its employees, agents, or volunteers.

(d) MSB agrees to provide the City with a certificate of insurance illustrating the existence of a commercial general liability insurance policy providing at least $2,000,000 in coverage, naming the City as an additional insured.

(e) MSB agrees to reimburse the City for damages to the park and the Quarryview Center caused by or arising as a result of the use of said parks and park facilities under this Agreement.

(f) MSB agrees to strictly abide by all rules established by the Department of Public Works for its use of the parks.

(g) MSB shall comply, and shall ensure its volunteers using the park for purposes related to the holiday light display, with all applicable public health guidance in effect at the time of the rental. This includes - but is not limited to - guidance issued by the Sheboygan County Health Officer, the State of Wisconsin, and the federal government (including, but not limited to, the Centers for Disease Control).

(h) MSB shall work with the City Parks Department to provide room for groomed trails as shown on the map attached to this Agreement as **Exhibit A** throughout its use of Evergreen Park.

(i) MSB shall leave the area identified as Practice Ski Area on **Exhibit B** available for use by cross

country skiers at all times during its occupancy of Evergreen Park.

(j) MSB shall make best efforts to allow for a 10 foot wide ski trail around the south side of the Area #4 parking lot beginning on January 3 of each year.

(k) MSB shall have all ski trail areas in Evergreen Park available for grooming by January 17 of each year.

(l) In recognition of the City's support of MSB, MSB shall recognize the City of Sheboygan as an in-kind donor in any written materials distributed at Making Spirits Bright, including a City logo on the map of Evergreen Park included in the written materials and any other recognition provided to other in-kind donors to MSB.

2. As set forth above, this Agreement shall be for an initial term commencing October 5, 2020 and ending January 16, 2021. It shall automatically renew to allow use of Evergreen Park and Quarryview Center on the following schedule, unless notice is provided by either party to the other no later than May 31 of each year:

Evergreen Park

October 5, 2020 through January 16, 2021 at 5:00 p.m.
October 4, 2021 through January 16, 2022 at 5:00 p.m.
October 3, 2022 through January 16, 2023 at 5:00 p.m.
October 2, 2023 through January 16, 2024 at 5:00 p.m.
October 7, 2024 through January 16, 2025 at 5:00 p.m.
October 6, 2025 through January 16, 2026 at 5:00 p.m.

Quarryview Center

November 5, 2020 through December 31, 2020
November 4, 2021 through December 31, 2021
November 3, 2022 through December 31, 2022
November 2, 2023 through December 31, 2023
November 7, 2024 through December 31, 2024
November 6, 2025 through December 31, 2025

In no event shall this Agreement be automatically renewed beyond January 16, 2026. The Director of Public Works may, subject to

the availability of Evergreen Park, allow MSB to start on an earlier date than that specified in this Section. If the Director of Public Works allows MSB to start on an earlier date, no additional payment shall be required by MSB.

3. Termination.

In the event that MSB breaches its obligations under this Agreement, the Director of Public Works may provide a Notice of Intent to Terminate to:

Kenneth R. King
730 S. 8th Street, Unit 506
Sheboygan, WI 53082

Such Notice of Intent to Terminate shall become effective upon ratification by the Common Council of the City.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the date first above written.

MAKING SPIRITS BRIGHT, INC.

By: Geraldine A Pieke

Date: 1-15-2021

CITY OF SHEBOYGAN

By: Michael P. Vandersteen
Michael P. Vandersteen
Mayor

Date: 1/14/2021

ATTEST:

Meredith DeBruin
City Clerk

Date: 1-14-2021

EXHIBIT A

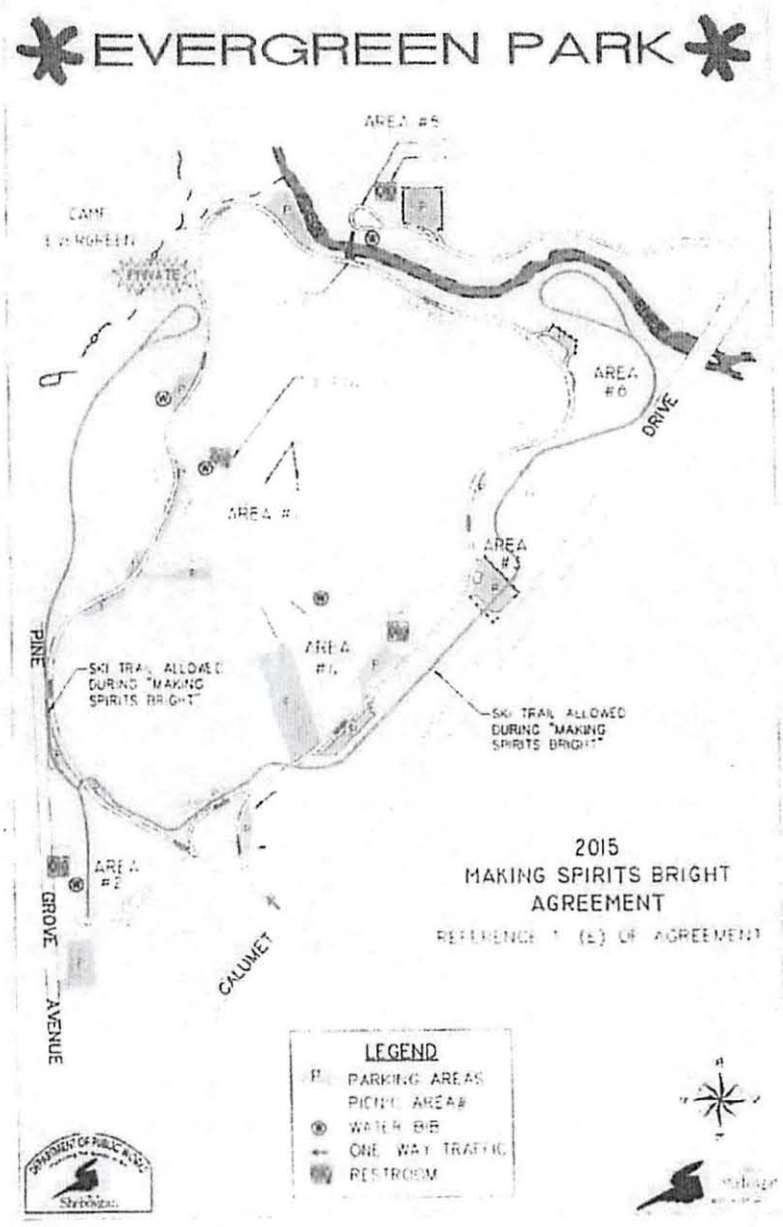

EVERGREEN PARK
AREA #5
CAMP EVERGREEN
PRIVATE
AREA #6
DRIVE
AREA #
AREA #3
AREA #4
SKI TRAIL ALLOWED DURING "MAKING SPIRITS BRIGHT"
SKI TRAIL ALLOWED DURING "MAKING SPIRITS BRIGHT"
PINE
AREA #2
GROVE
AVENUE
CALUMET
2015
MAKING SPIRITS BRIGHT
AGREEMENT
REFERENCE 1 (E) OF AGREEMENT
LEGEND
P PARKING AREAS
PICNIC AREA#
WATER BIB
ONE WAY TRAFFIC
RESTROOM

EXHIBIT B


Trail Bike
Trail Bike
Trail 6 Alt
Trail Bike
Trail 6 Full
Trail Bike
Trail Bike
Trail Bike
Trail Bike
Trail Bike

VIII

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 21, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 85-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with J & H Controls, Inc. to upgrade the automatic temperature controls system at the Sheboygan Police Department; recommends adopting the Resolution.

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 85 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 15, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with J & H Controls, Inc. to upgrade the automatic temperature controls system at the Sheboygan Police Department.

WHEREAS, funding to upgrade the automatic temperature controls system and a number of related critical components (the "Automatic Temperature Controls System Upgrade") at the Sheboygan Police Department was included in the 2020 Capital Improvements Budget; and

WHEREAS, City Staff has obtained and reviewed competitive bids for the Automatic Temperature Controls System Upgrade, and determined that the only bid - from J & H Controls, Inc. - meets all of the requirements from the bid documents and is within the amount budgeted; and

WHEREAS, the Common Council of the City of Sheboygan believes that it is in the best interest in the City to award a contract to J & H Controls, Inc. for the Automatic Temperature Controls System Upgrade.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to enter into a contract with J & H Controls Inc., a copy of which is attached hereto and incorporated herein, for the Automatic Temperature Controls System Update.

BE IT FURTHER RESOLVED: That the appropriate City officials are hereby authorized to draw funds for the work in the amount of $146,715.00 from Account #47922100-621200 (Capital Improvements) for the Automatic Temperature Controls System Upgrade.

_____

_____

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
J & H CONTROLS, INC.

TO UPGRADE THE AUTOMATIC TEMPERATURE CONTROLS SYSTEM AT THE SHEBOYGAN POLICE DEPARTMENT

This Agreement ("Agreement") is made and entered into effective this ____ day of _____, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and J & H Controls, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Sheboygan Police Station at 1315 N. 23rd Street (the "Police Station"); and

WHEREAS, the City wishes to upgrade the existing building automation system at the Police Station with a Cylon Auto Matrix Aspect automatic temperature control system; and

WHEREAS, the City issued Request for Bids # 1982-20 to obtain bids from qualified providers of the materials and services needed to complete the upgrade (the "Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
The Sheboygan Police Department was completed in 2008. The original BAS System, Schneider Electric I-Net 7, was designed and installed by Kain Energy Systems.

Contractor shall provide all labor, equipment, and materials necessary to furnish and install a Cylon Auto Matrix Aspect automatic temperature control system at the Police Station (the "System") which will upgrade the original BAS System (the "Services"). This includes commissioning and training.

Contractor is also responsible for the provision of all necessary hardware, software, graphics, programming, and labor to allow for onsite and off-site monitoring, alarm, and adjustment of the System by City Staff.

Contractor is also responsible for the provision of all licenses and permits[1] and for paying all legitimate costs required by private utility and communication companies as part of the Services.

The System will control, monitor, and alarm approximately 390[2] discrete input and output points serving the following heating, ventilating, and air conditioning equipment:

- Rooftop air handling units and associated isolation dampers
- Energy recovery ventilator and associated isolation dampers
- Smoke dampers
- Make-up air units
- Heating Hot Water Plant
- Variable air volume (VAV) boxes with re-heat coils
- Fin-pipe radiation zone which is controlled through the associated VAV box controller
- Powered Roof Ventilators
- Exhaust fans
- Convectors
- Cabinet Unit Heaters

The System will also:

- Have an HTML 5 Graphical User Interface which includes dynamic web pages that accurately depict floor plans, HVAC equipment, and data and alarm dashboards.
- Have the ability to address and handle alarms locally and remotely.
- Demonstrate trend logging and charting.
- Employ the Aspect FT Facilitating Technology (or equal) and be fully compatible with an Aspect-Enterprise Server.

It is the responsibility of the Contractor to determine the equipment needed to replace/upgrade all of the equipment associated with existing BAS System.

For the avoidance of doubt, equipment currently controlled through conventional temperature controls (as opposed to automatic temperature controls) will remain as is, and will not be controlled by the System.

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[1] Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

[2] This quantity is based on existing drawings, site observation, and input from maintenance staff. Determination of the exact quantities for all HVAC related equipment and devices that require upgrading and providing the necessary equipment shall be the responsibility of Contractor.

Contractor's Services under this Agreement include the following:

- Specify, design, and propose a system which has the capability to control the equipment identified above. This System must be able to be completely compatible and seamlessly integrated with the City's existing American Auto Matrix Building Automation Systems.
- Demolish and lawfully dispose of all existing digital controls associated with the HVAC equipment that are not being reused.
- Provide and install a Main controller that has the capability to directly interface with the American Auto Matrix Building Automation System.
- Provide and install a sufficient quantity of programmable controllers as needed to operate the system.
- Provide and install a suitable quantity of expansion modules as needed to operate the system.
- Provide and install controllers for the new VAV boxes.
- Provide and install leaving air temperature sensors in the VAV boxes discharge airstream as required for optimum system functionality.
- Provide a suitable quantity of new room temperature modules to assure proper temperature controls and maintenance.
- Replace any and all temperature sensors (including space, ductwork, and piping) with new temperature sensors suitable for the System.
- Replace three existing Carbon Monoxide Sensors / Transmitters and three existing Nitrogen Dioxide Sensors / Transmitters with new units suitable for the System.
- Clean, calibrate, and inspect the condition, verify the operation, and document the results for any and all components to be reused in the System, including:
    - Automatic Control Valves
    - Automatic Control Dampers
    - Actuators
    - Enclosures
    - Transformers
    - Power Supplies
    - Current Relays
    - Pilot Relays
    - Pressure Transmitters
    - Humidity Transmitters
    - Existing Wire and Cable
    - Any Other Existing Components
- Provide all labor necessary to procure, deliver, inspect, test, calibrate, and install all of the components – both new and existing that will be reused – to assure the System results in a complete turnkey controls system that is able to be seamlessly integrated with the City's existing American Auto Matrix Building Automation Systems.
- Program, test, and commission the System, including any filing of warranty documentation with the manufacturer.
- Provide at least 8 hours of end user training in the operation of the System.
- Provide all mechanical, electrical, structural, or plumbing modifications required to complete the System.

Contractor shall comply with the following best practices when installing new cabling or wiring associated with the installation of the System, including the replacement of existing cabling found to be unsuitable for re-use:

- Any low voltage cable installed above ceilings shall be plenum rated.
- Any cable that passes through walls shall be sleeved and fire-caulked.
- Any conduit that passes through walls shall be fire-caulked.
- Any low voltage cable installed above suspended ceilings shall be installed using j-hooks.
- Any exposed low voltage wiring (any voltage less than 120 V) shall be enclosed in conduit.
- Any 120 V wiring shall be enclosed in EMT conduit.

For the avoidance of doubt, the System shall not include retrofitting or upgrading the following systems, some of which are integrated into the current Schneider Electric I-Net Seven DDC System:

- Fire Alarm System
- Security System
- Access Control System
- CCTV System
- Intercom and Overhead Paging System

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which are attached to this Agreement as Exhibit 2.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Bernie Rammer and Mike Willmas as its Representatives for purposes of this Agreement. If the City's Representatives deem it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representatives observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representatives will report that to the Contractor. The City's

Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed $146,715.00 ("Contract Amount").

Within 10 days of receipt of the City's Notice to Proceed, the Contractor shall submit a complete breakdown of the Contract Amount, showing the value assigned to each part of the work, including an allowance for profit and overhead (the "Schedule of Values"). Upon approval of the breakdown of the Contract Amount by the City's Representative, it shall be used as the basis for all Requests for Payment.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the City's Representative with information reasonably requested regarding the progress and execution of the work in order for the City's Representative to review the Request for Payment. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until Final Acceptance. No payment will be made for material merely stored at the job site.

Payment will be made to Contractor within 45 days of receipt of the Request for Payment. The Request for Payment shall be sent to:

Michael Willmas
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may – in addition to the retained percentage – withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following ("Withheld Amounts"):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds

Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond

Contractor shall, within 10 days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of 100% of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within 30 calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by December 30, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of the 8 hours of end user training:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a two year warranty against defects for parts and labor.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified

shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 9. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Access to Records and Construction Site

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work

executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services

to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City[3]. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, legal fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

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[3] In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

b. Commercial General Liability and Property Damage Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least $2,000,000 per occurrence and $2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, contractual coverage, underground coverage, and blasting, explosion, and collapse.

c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least $1,000,000 per occurrence and $1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City's Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the

City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination and Equal Opportunity
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: 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.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:		**Contractor:**
City Clerk		Mr. Mark Hawley
City of Sheboygan		J & H Controls Inc.
828 Center Ave.		490 N. Rolling Meadows Dr.
Sheboygan, Wisconsin 53083		North Fond du Lac, WI 54937

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification
This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 30. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

5. Authorized Representative of Equipment Manufacturer. Contractor represents and warrants that it is an authorized representative of the control Equipment Manufacturer, and has the ability to provide engineering, installation, programming, commissioning, and ongoing maintenance of the System.

6. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion

of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.

7. Intent of Contract Documents.

   a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.

   b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

8. Definitions.

   a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

   b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

   c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN	**CONTRACTOR**
BY: _____ Michael J. Vandersteen, Mayor	**BY:** _____
ATTEST: _____ Meredith DeBruin, City Clerk	**ATTEST:** _____
DATE: _____	**DATE:** _____

EXHIBIT 2

GENERAL CONDITIONS

1. Adjacent Property

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

2. Changes in the Work

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

3. Cleaning Up and Final Inspection

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

4. Codes and Standards

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes
    a. ICC Codes
    b. National Electric Code
    c. Wisconsin Administrative Code
    d. National Fire Code
2. Industry Standards, Codes, and Specifications
    a. AIEE – American Institute of Electrical Engineers
    b. ANSI – American National Standards Institute
    c. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
    d. ASME – American Society of Mechanical Engineers
    e. ASTM – American Society of Testing Materials
    f. IPCEA – Insulated Power Cable Engineers Association
    g. NBS – National Bureau of Standards
    h. NEMA – National Electrical Manufacturers Association
    i. NFPA – National Fire Protection Association
    j. OSHA – Occupational Safety and Health Act
    k. UL – Underwriters Laboratories
    l. MSS – Manufacturers Standardization Society
    m. AISC – American Institute of Steel Construction
    n. AWS – American Welding Society
    o. SMACNA – Sheet Metal and Air Conditioning Contractors National Association

5. Completion of Work

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

6. Correction of Work

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

7. Correction of Work After Final Payment

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

8. Cutting and Patching

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

9. Deduction for Uncorrected Work

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

10. Delays

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

11. Fire Protection

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

12. Labor

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

13. Other Contracts

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under

other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

14. Public Safety and Convenience

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

15. Sanitary Convenience

Contractor shall have access to the use of sanitary facilities available to the general public.

16. Superintendence

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

17. Use of Job Site

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

EXHIBIT 1

BID
FORM

Sheboygan Police Department
Automatic Temperature Controls
Upgrade

Bids Due: 1:15 PM, Thursday August 27, 2020

To: City of Sheboygan Finance Department
Attn: Bernard Rammer
828 Center *Ave.*, Suite 110
Sheboygan, WI 53081

Company J & H Controls, Inc.

Address 490 N. Rolling Meadows Drive City North Fond Du Lac Zip 54937

hereby agrees to provide all labor and materials as required for a complete, turn-key automated temperature control system that is fully and completely compatible and able to be seamlessly integrated with those systems manufactured by Cylon Auto Matrix at the pricing herein set forth.

BASE BID

For the sum of One hundred forty-six thousand seven hundred fifteen dollars and zero cents

$ 146,715.00

RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda numbers N/A

COMMENCEMENT AND COMPLETION OF CONTRACT WORK

The undersigned agrees, if awarded the contract, to commence the contract work on or before a date to be specified in a written notice to proceed, and to complete the work within the time stated in the Instructions to Bidders.

(Firm Name) J & H Controls, Inc.

(Telephone) 920.322.8470

(Email) mhawley@jhcontrols.com

(Name of person signing) Mark S. Hawley

(Title) President/Treasurer

Signature

Date 8/25/20

(Seal, if bid is by a Corporation)

Date: NO SEAL

End

Bond No. GRWI28506B

AIA Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
J & H CONTROLS, INC.
490 N Rolling Meadows Dr
Fond du Lac, WI 54937

OWNER:
(Name, legal status and address)
City of Sheboygan
490 N. Rolling Meadows Drive
Fond du Lac, WI 54935

CONSTRUCTION CONTRACT
Date: 9/23/2020

Amount: $146,715.00

Description:
(Name and location)
Sheboygan Police Station at
1315 N. 23rd Street (the"Police Station")
1982-20

BOND
Date: 9/24/2020
(Not earlier than Construction Contract Date)

Amount: $146,715.00

Modifications to this Bond: ☒ None ☐ See Section 16

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

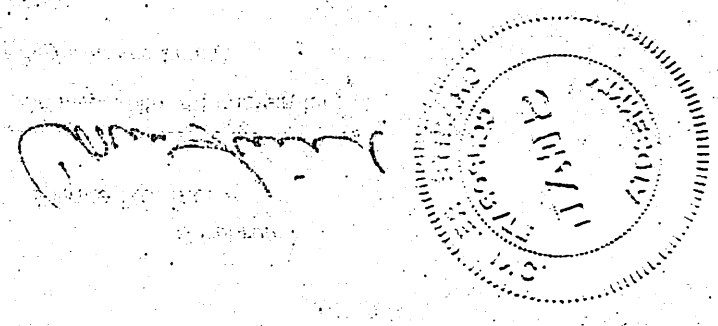
CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
J & H CONTROLS, INC.		Granite Re, Inc.	
Signature:		Signature:	
Name and Title:	Mark S. Hawley, President	and Title:	~~Connie Smith, Attorney-in-fact~~

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:
J. Ryan Bonding, Inc.
2920 Enloe St., Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
N/A



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

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

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

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

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

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

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

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

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

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

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

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

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

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

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

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

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

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

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

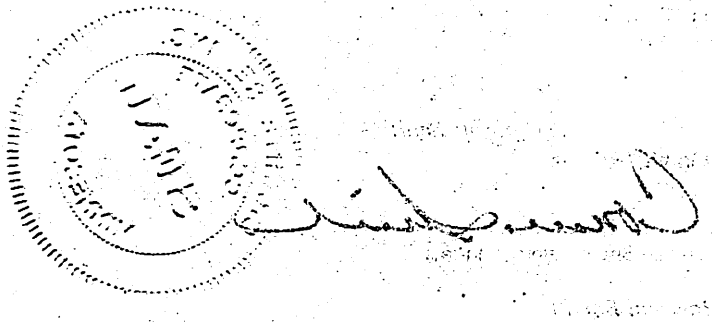
§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows: None

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

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	Mark S. Hawley, President	Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
J & H CONTROLS, INC.
490 N Rolling Meadows Dr
Fond du Lac, WI 54937

OWNER:
(Name, legal status and address)
City of Sheboygan
490 N. Rolling Meadows Drive
Fond du Lac, WI 54935

CONSTRUCTION CONTRACT
Date: 9/23/2020

Amount: $146,715.00

Description:
(Name and location)
Sheboygan Police Station at
1315 N. 23rd Street (the"Police Station")
1982-20

BOND
Date: 9/24/2020
(Not earlier than Construction Contract Date)

Amount: $146,715.00

Modifications to this Bond: ☒ None ☐ See Section 18

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Dr
Oklahoma City, OK 73134

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
J & H CONTROLS, INC.
Signature:
Name and Title: Mark S. Hawley, President

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.
Signature:
Name and Title: Connie Smith, Attorney-in-fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
J. Ryan Bonding, Inc.
2920 Enloe St. Ste 103
P.O. Box 465
Hudson, WI 54016
800-535-0006

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
N/A

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

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

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

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

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

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

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

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

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows: None

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

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:	Mark S. Hawley, President	Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

MICHAEL J. DOUGLAS; CHRIS STEINAGEL; CHRISTOPHER M. KEMP; KARLA HEFFRON; ROBERT DOWNEY; CONNIE SMITH; KORY MORTEL; ELIOT MOTU may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Treasurer

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257

Notary Public

GRANITE RE, INC.

Certificate

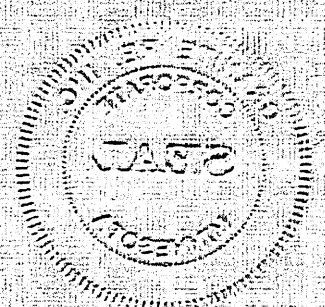
THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 24th day of September, 2020.

Kyle P. McDonald, Secretary/Treasurer

GR0800-1



AGREEMENT
BETWEEN THE CITY OF SHEBOYGAN, WISCONSIN AND
J & H CONTROLS, INC.

TO UPGRADE THE AUTOMATIC TEMPERATURE CONTROLS SYSTEM AT THE SHEBOYGAN POLICE DEPARTMENT

This Agreement ("Agreement") is made and entered into effective this 23rd day of September, 2020 (the "Effective Date"), by and between the City of Sheboygan (the "City"), a municipal corporation, and J & H Controls, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the City is the owner of the Sheboygan Police Station at 1315 N. 23rd Street (the "Police Station"); and

WHEREAS, the City wishes to upgrade the existing building automation system at the Police Station with a Cylon Auto Matrix Aspect automatic temperature control system; and

WHEREAS, the City issued Request for Bids # 1982-20 to obtain bids from qualified providers of the materials and services needed to complete the upgrade (the "Services"); and

WHEREAS, the City has opened the bids, and determined that the bid from Contractor ("Bid") is the lowest responsive and responsible bid for the Services; and

WHEREAS, a copy of the Bid is attached to this Agreement as Exhibit 1; and

WHEREAS, Contractor desires to provide the City with the necessary Services under the terms set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

Article 1. Scope of Services
The Sheboygan Police Department was completed in 2008. The original BAS System, Schneider Electric I-Net 7, was designed and installed by Kain Energy Systems.

Contractor shall provide all labor, equipment, and materials necessary to furnish and install a Cylon Auto Matrix Aspect automatic temperature control system at the Police Station (the "System") which will upgrade the original BAS System (the "Services"). This includes commissioning and training.

Contractor is also responsible for the provision of all necessary hardware, software, graphics, programming, and labor to allow for onsite and off-site monitoring, alarm, and adjustment of the System by City Staff.

Contractor is also responsible for the provision of all licenses and permits[1] and for paying all legitimate costs required by private utility and communication companies as part of the Services.

The System will control, monitor, and alarm approximately 390[2] discrete input and output points serving the following heating, ventilating, and air conditioning equipment:

- Rooftop air handling units and associated isolation dampers
- Energy recovery ventilator and associated isolation dampers
- Smoke dampers
- Make-up air units
- Heating Hot Water Plant
- Variable air volume (VAV) boxes with re-heat coils
- Fin-pipe radiation zone which is controlled through the associated VAV box controller
- Powered Roof Ventilators
- Exhaust fans
- Convectors
- Cabinet Unit Heaters

The System will also:

- Have an HTML 5 Graphical User Interface which includes dynamic web pages that accurately depict floor plans, HVAC equipment, and data and alarm dashboards.
- Have the ability to address and handle alarms locally and remotely.
- Demonstrate trend logging and charting.
- Employ the Aspect FT Facilitating Technology (or equal) and be fully compatible with an Aspect-Enterprise Server.

It is the responsibility of the Contractor to determine the equipment needed to replace/upgrade all of the equipment associated with existing BAS System.

For the avoidance of doubt, equipment currently controlled through conventional temperature controls (as opposed to automatic temperature controls) will remain as is, and will not be controlled by the System.

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[1] Contractor shall be responsible for obtaining any and all applicable City permits and paying any and all applicable permit fees prior to beginning work.

[2] This quantity is based on existing drawings, site observation, and input from maintenance staff. Determination of the exact quantities for all HVAC related equipment and devices that require upgrading and providing the necessary equipment shall be the responsibility of Contractor.

Contractor's Services under this Agreement include the following:

- Specify, design, and propose a system which has the capability to control the equipment identified above. This System must be able to be completely compatible and seamlessly integrated with the City's existing American Auto Matrix Building Automation Systems.
- Demolish and lawfully dispose of all existing digital controls associated with the HVAC equipment that are not being reused.
- Provide and install a Main controller that has the capability to directly interface with the American Auto Matrix Building Automation System.
- Provide and install a sufficient quantity of programmable controllers as needed to operate the system.
- Provide and install a suitable quantity of expansion modules as needed to operate the system.
- Provide and install controllers for the new VAV boxes.
- Provide and install leaving air temperature sensors in the VAV boxes discharge airstream as required for optimum system functionality.
- Provide a suitable quantity of new room temperature modules to assure proper temperature controls and maintenance.
- Replace any and all temperature sensors (including space, ductwork, and piping) with new temperature sensors suitable for the System.
- Replace three existing Carbon Monoxide Sensors / Transmitters and three existing Nitrogen Dioxide Sensors / Transmitters with new units suitable for the System.
- Clean, calibrate, and inspect the condition, verify the operation, and document the results for any and all components to be reused in the System, including:
    - Automatic Control Valves
    - Automatic Control Dampers
    - Actuators
    - Enclosures
    - Transformers
    - Power Supplies
    - Current Relays
    - Pilot Relays
    - Pressure Transmitters
    - Humidity Transmitters
    - Existing Wire and Cable
    - Any Other Existing Components
- Provide all labor necessary to procure, deliver, inspect, test, calibrate, and install all of the components – both new and existing that will be reused – to assure the System results in a complete turnkey controls system that is able to be seamlessly integrated with the City's existing American Auto Matrix Building Automation Systems.
- Program, test, and commission the System, including any filing of warranty documentation with the manufacturer.
- Provide at least 8 hours of end user training in the operation of the System.
- Provide all mechanical, electrical, structural, or plumbing modifications required to complete the System.

Contractor shall comply with the following best practices when installing new cabling or wiring associated with the installation of the System, including the replacement of existing cabling found to be unsuitable for re-use:

- Any low voltage cable installed above ceilings shall be plenum rated.
- Any cable that passes through walls shall be sleeved and fire-caulked.
- Any conduit that passes through walls shall be fire-caulked.
- Any low voltage cable installed above suspended ceilings shall be installed using j-hooks.
- Any exposed low voltage wiring (any voltage less than 120 V) shall be enclosed in conduit.
- Any 120 V wiring shall be enclosed in EMT conduit.

For the avoidance of doubt, the System shall not include retrofitting or upgrading the following systems, some of which are integrated into the current Schneider Electric I-Net Seven DDC System:

- Fire Alarm System
- Security System
- Access Control System
- CCTV System
- Intercom and Overhead Paging System

Contractor's Services shall be performed in accordance with the General Conditions, a copy of which are attached to this Agreement as Exhibit 2.

Article 2. Standard of Care

Contractor shall be responsible for completion of the Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances ("Standard of Care"). The City's Representative shall be the sole judge of the adequacy of Contractor's work in meeting the Standard of Care; however, the City's Representative shall not unreasonably withhold its approval as to the adequacy of Contractor's performance. Upon notice to Contractor and by mutual agreement between the parties, Contractor will, without additional compensation, correct or replace any and all Services not meeting the Standard of Care.

Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under this Agreement.

Article 3. City's Representative

The City designates Bernie Rammer and Mike Willmas as its Representatives for purposes of this Agreement. If the City's Representatives deem it appropriate, the City's Representatives may consult with other employees of the City, or may retain an appropriate outside expert to assist with the management of this Project.

If the City's Representatives observe any work performed by the Contractor to not be in conformity with the Agreement, the City's Representatives will report that to the Contractor. The City's

Representative will have authority to stop any portion of the work not in conformity with the Agreement until the City has investigated and decided upon an appropriate procedure.

Article 4. Compensation

The City shall pay Contractor for the Services an amount not to exceed $146,715.00 ("Contract Amount").

Within 10 days of receipt of the City's Notice to Proceed, the Contractor shall submit a complete breakdown of the Contract Amount, showing the value assigned to each part of the work, including an allowance for profit and overhead (the "Schedule of Values"). Upon approval of the breakdown of the Contract Amount by the City's Representative, it shall be used as the basis for all Requests for Payment.

Contractor may submit periodically, but not more than once each month, a Request for Payment of work done on the site. The Contractor shall furnish the City's Representative with information reasonably requested regarding the progress and execution of the work in order for the City's Representative to review the Request for Payment. Each Request for Payment shall be computed from the work completed on all items listed in the Schedule of Values, less 10% to be retained until Final Acceptance. No payment will be made for material merely stored at the job site.

Payment will be made to Contractor within 45 days of receipt of the Request for Payment. The Request for Payment shall be sent to:

Michael Willmas
City of Sheboygan
2026 New Jersey Avenue
Sheboygan, Wisconsin 53081

Contractor shall be required to file waivers of lien from all suppliers and subcontractors with the Owner prior to receiving payment. The submission of any Request for Payment shall be deemed a waiver and release by Contractor of all liens and claims with respect to the work and period to which such payment request pertains except as specifically reserved and noted on such request.

Contractor shall deliver to the City a complete release of all liens arising out of this Agreement before the retained percentage or the Final Payment is paid. If any lien remains unsatisfied after the retained percentage or the Final Payment is paid, Contractor shall refund to the City such amounts as the City may have been compelled to pay in discharging such liens (including any costs and reasonable legal fees).

Additional services not set forth in Article 1, or changes in the Services must be authorized in writing by the City or its Representative prior to such work being performed, or expenses incurred. The City shall not make payment for any unauthorized work or expenses.

The City may – in addition to the retained percentage – withhold payment, in whole or in part, to the extent necessary to protect itself from a loss on account of any of the following ("Withheld Amounts"):

- Payments that may be earned or due for just claims for labor or materials furnished in and about the work.
- Defective work.
- The probable filing of claims by other parties against Contractor which may adversely affect the City.
- Failure of Contractor to make payments due to subcontractors, material suppliers, or employees.
- Damage to the City or a third party.
- Reasonable doubt that the Agreement can be completed for the balance then unpaid.

The City will disburse, and shall have the right to act as agent for Contractor in disbursing the Withheld Amounts to the party or parties who are entitled to payment. The City will provide the Contractor with a proper accounting of all such funds disbursed on behalf of the Contractor.

The City also reserves the right to refuse payment of the final 10% due to Contractor until the City's Representative is satisfied that all subcontractors, material suppliers, and employees of the Contractor have been paid in full.

Partial payment made under this Agreement is not evidence of the proper performance by Contractor either in whole or in part, and no payment made by the City shall be construed to be an acceptance of defective or improper work. Acceptance of the work by the City shall occur only upon Final Payment by the City which will occur after Final Acceptance. The Parties recognize that more than 45 days may elapse between the submission of the last invoice and Final Acceptance or Final Payment. The City agrees to make reasonable efforts to schedule its Final Inspection in a timely manner and to process the Final Payment in a timely manner upon Final Acceptance. (For the avoidance of doubt, the warranties and guarantees in this Agreement shall continue to apply even after Final Payment by the City.)

Article 5. Appropriation of Funds
Notwithstanding any other provision of this Agreement, if funds for the continued fulfillment of this Agreement by the City are at any time not forthcoming or are insufficient, through failure of any entity, including the City itself, to appropriate funds or otherwise, then the City shall have the right to terminate this Agreement without penalty.

Article 6. Performance and Payment Bond
Contractor shall, within 10 days of the approval of this Agreement by the Common Council of the City of Sheboygan, provide the City with a Performance Bond and a Payment Bond in a format acceptable to the City's Representative, in the amount of 100% of the contract amount.

Failure by Contractor to perform the work in a timely or satisfactory fashion may result in forfeiture of Contractor's Performance Bond.

If the Surety on any bond furnished by Contractor becomes a party to supervision or liquidation, or its right to do business in the State of Wisconsin is terminated, Contractor shall, within 30 calendar days thereafter, substitute another bond or surety, both of which must be acceptable to the City.

Article 7. Schedule

Contractor shall commence work after receiving a Notice to Proceed from the City's Representative. At that point, Contractor shall commence work promptly, and shall continue the prosecution of the Services as quickly as is practicable until the Services are completed.

Contractor shall complete the services by December 30, 2020, or within such extra time as may have been allowed by a mutually agreed extension (the "Deadline"). The City's Representative shall have the authority to consent to an extension of the Deadline on behalf of the City.

Failure of the Contractor to adhere to the schedule as specified or to promptly replace rejected materials shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs and other costs attributable to the delay.

No work aside from that performed during the regular work week will be allowed unless prior notice is given to the City's Representative and the City's Representative consents to the work being performed during that time. Any work performed without prior notice and approval to do so may be required to be removed for inspection at Contractor's expense.

Article 8. Workmanship and Quality of Materials

Contractor shall ensure that the System has the following warranties, which begin after Final Acceptance and completion of the 8 hours of end user training:

- All equipment purchased as a result of this Agreement shall include the equipment manufacturer's standard warranty.
- Contractor shall provide a two year warranty against defects for parts and labor.

All material shall be new, newest model year, and free from defects. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the City's Representative.

Whenever, in any document, an article, material, or equipment is defined by describing a proprietary product, or by using the name of a manufacturer or vendor, the term "or equal" or the term "the equivalent" if not inserted, shall be implied, and it is done for the express purpose of establishing a basis of durability and efficiency and not for the purpose of limiting competition. Whenever material or equipment is submitted for approval as being equal to that specified, the submittal shall include sufficient information and data to demonstrate that the material or equipment conforms to all contractual requirements. The decision as to whether or not such material or equipment is equal to that specified shall be made by the City's Representative. The approval by the City's Representative of alternate material or equipment as being equivalent to that specified

shall not in any way relieve Contractor of responsibility for failure of the material or equipment due to faulty design, material, or workmanship, to perform the function required by the contract documents. The City's Representative shall be the sole and final judge of equivalency.

Article 9. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements set forth under state and federal law, including all applicable OSHA Standards.

Contractor shall be responsible for the safety of employees at all times and shall provide all equipment necessary to insure their safety. Contractor shall ensure the enforcement of all applicable safety rules, regulations, ordinances and laws, whether federal, state, or local.

Contractor shall provide the necessary safeguards including, but not limited to, warning signs and barricades, to avoid all necessary hazards and protect the public, the work, and the property at all times, including on days when no work is being done. The City shall not be responsible for any loss or damage to the project materials prior to their installation or to Contractor's tools and equipment from any cause whatsoever.

Contractor's Superintendent of Safety shall make daily inspections upon the arrival and leaving of the site at the close of each workday.

Article 10. Access to Records and Construction Site

Both parties understand that the City is bound by the Wisconsin Public Records Law and, as such, this contract is subject to that law. Contractor acknowledges that it is obligated to assist the City in retaining and producing records related to the contract, and that the failure to do so shall constitute a material breach of the contract, in which case Contractor must defend and hold the City harmless from liability under that law.

Contractor shall maintain all records related to this contract for a period of not less than 7 years after receipt of Final Payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case records shall be maintained until the disposition of all such litigation, appeals, claims, or exceptions related thereto.

Article 11. Termination

The City may terminate or suspend performance of this Agreement at the City's prerogative at any time upon written notice to Contractor. The City's Representative shall have the authority to provide this written notice. Contractor shall terminate or suspend performance of the Services on a schedule acceptable to the City and the City shall pay Contractor for all the Services performed up to the date that written notice is received, plus reasonable termination or suspension expenses. Upon restart, an equitable adjustment shall be made to Contractor's compensation and the schedule of services.

If the City fails to make payment through no fault of the Contractor for a period of 30 days after such payment is due in accordance with the Contract Documents, the Contractor may, upon 7 days written notice to the City, terminate the Agreement and recover from the City payment for all work

executed and for any proven loss sustained upon any materials, equipment, tools, and construction equipment and machinery, including reasonable profit and damages.

If Contractor defaults or fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement, the City may, 10 days after written notice has been delivered to Contractor, and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to Contractor. In the alternative the City may, at its option, terminate this Agreement and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor, and may finish the project by whatever method it may deem expedient. In case the expenses incurred by the City (including payments previously made to Contractor) shall be less than the sum which would have been payable under the Agreement if it had been completed by Contractor, Contractor shall be entitled to receive the difference. However, in case such expense shall exceed the sum which would have been payable under the Agreement, Contractor will be liable and shall pay to the City the amount of said excess. By taking over prosecution of the work, the City does not forfeit the right to recover damages from Contractor or its surety, for failure to complete the work or for defects in the work.

For the avoidance of doubt, the specific remedies identified in this Article 11 are not exclusive. In other words, the City may pursue any remedy in law or equity in the event that Contractor defaults under this Agreement.

Article 12. Default

If Contractor breaches this Agreement or fails to perform the work in an acceptable manner, it shall be considered in default. Any one or more of the following will be considered a default:

- Failure to begin the work under this Agreement within the time specified.
- Failure to perform the work with sufficient supervision, workers, equipment and materials to ensure prompt completion of said work within the time limits allowed.
- Unsuitable performance of the work as determined by City.
- Neglecting or refusing to remove defective materials or failure to perform anew such work as shall have been rejected.
- Discontinuing the prosecution of the work or any part of it.
- Inability to finance the work adequately.
- If, for any other reason, Contractor breaches this Agreement or fails to carry on the work in an acceptable manner.

The City shall send Contractor a written notice of default. If Contractor, within a period of 10 days after such notice, fails to remedy the default, then the City shall have full power and authority, without violation of the Agreement, to take the prosecution of the work out of the hands of Contractor, as set forth in this Agreement.

Article 13. Identity of Contractor

Contractor acknowledges that one of the primary reasons for its selection by the City to perform the Services is the qualifications and experience of Contractor. Contractor thus agrees that the Services

to be performed pursuant to this Agreement shall be performed by Contractor. Contractor shall not subcontract any part of the Services without the prior written permission of the City[3]. The City's Representative shall have the ability to provide this written permission. The City reserves the right to reject any of the Contractor's personnel or proposed outside professional sub-consultants, and the City reserves the right to request that acceptable replacement personnel be assigned to the project.

Article 14. Independent Contractor Status

During the entire term of this Agreement, Contractor shall be an independent contractor, and in no event shall any of its personnel, agents or subcontractors be construed to be, or represent themselves to be, employees of the City. Contractor shall be solely responsible for the payment and reporting of all employee and employer taxes, including social security, unemployment, and any other federal, state, or local taxes required to be withheld from employees or payable on behalf of its employees.

Article 15. Indemnification

Contractor is responsible to the City for the acts and omissions of its employees, subcontractors, and any other persons performing any of the work under a contract with Contractor.

As such, to the extent permitted by law, Contractor shall defend and hold the City—including its Officials, Agents, and Employees—harmless from all liability, including, but not limited to, losses, damages, costs, legal fees, expenses, causes of action, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of work or work to be performed under this Agreement.

For the avoidance of doubt, this obligation to defend and hold the City harmless applies—among other instances—if the claimed liability arises out of:

- A violation of any law, ordinance, regulation, order, or decree by the Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor.
- The failure on the part of Contractor, its employees, subcontractors, or any other person performing any of the work under a contract with Contractor, to complete any of the covenants, acts, matters, or things assigned to them under this Agreement.

Contractor shall reimburse the City for any costs, expenses, judgments, and legal fees paid or incurred, by or on behalf of the City, its Officials, Agents, or Employees, or paid for on behalf of the City, its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

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[3] In the event that the City allows part of the Services to be subcontracted, Contractor shall still be fully responsible to the City for the acts or omissions of any subcontractor and anyone employed directly or indirectly by the subcontractor. This is in addition to any liability imposed by law upon the Contractor.

For the avoidance of doubt, Contractor shall further hold the City, its Officials, Agents, and Employees harmless from liability or claims for any injuries to or death of Contractor's employees (or the employees of any authorized subcontractor) arising out of or in any way connected with the work or work to be performed under this Agreement, including protection against any claim of the contractor or subcontractor for any payments under any worker's compensation law or any expenses of or any payments made by any worker's compensation insurance carrier on behalf of said contractor or sub-contractor, and the contractor shall hold the City harmless from any costs, expenses, judgments, and attorney's fees with respect to any above referenced workers' compensation claims incurred or paid by the City or paid on its behalf or on behalf of its Officials, Agents, or Employees by insurance purchased or self-insurance provided by the City.

Article 16. Insurance

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this Article. Additionally, Contractor shall not allow any approved subcontractor to commence work on its subcontract until the subcontractor has obtained all insurance required under this Article.

During the performance of any and all Services under this Agreement, Contractor shall maintain the following insurance in full force and effect, and shall provide proof of insurance to the City's Representative listing the City of Sheboygan as an additional insured:

a. Workers' Compensation Insurance – Contractor shall acquire and maintain, for the duration of the Agreement, Workers' Compensation Insurance that meets all statutory requirements.

b. Commercial General Liability and Property Damage Insurance – Contractor shall acquire and maintain, for the duration of this Agreement, Commercial General Liability Insurance with a policy limit of at least $2,000,000 per occurrence and $2,000,000 in the aggregate. The Commercial General Liability Insurance shall include operations, contractor's protective insurance, products coverage, completed operations, contractual coverage, underground coverage, and blasting, explosion, and collapse.

c. Comprehensive Automobile Liability and Property Damage – Contractor shall acquire and maintain, for the duration of this Agreement, Comprehensive Automobile Liability and Property Damage Insurance that covers the operation of owned, hired, and non-owned motor vehicles with a policy limit – for liability, bodily injury, and property damage – of at least $1,000,000 per occurrence and $1,000,000 in the aggregate.

The proof of insurance referenced above shall require the insurance company to notify the City at least 30 days prior to the expiration, cancellation, non-renewal, or material change in the coverage. The Certificate Holder on the proof of insurance should be listed as:

City of Sheboygan, Wisconsin
828 Center Ave., Suite 110
Sheboygan, Wisconsin 53081

The proof of insurance must contain an original signature.

Approval of the insurance by the City's Representative shall not relieve or decrease the extent to which Contractor may be held responsible for payment of damages resulting from Contractor's provision of the Services or its operations under this Agreement. If Contractor fails or refuses to procure or maintain the insurance required by these provisions, or fails or refuses to furnish the City the required proof that the insurance has been procured and is in force and paid for, the City shall have the right at its election to terminate the Agreement.

Article 17. Conflict of Interest
Contractor declares that it has no present interest, nor shall it acquire any interest, direct or indirect, which would conflict with the performance of Services under this Agreement. Contractor agrees that no person having any such interest shall be employed in the performance of this Agreement.

Article 18. Waiver
No failure of either party to enforce a term of this Agreement against the other shall be construed as a waiver of that term, nor shall it in any way affect the party's right to enforce that term. No waiver by any party of any term of this Agreement—which may only occur in writing—shall be considered to be a waiver of any other term or breach thereof.

Article 19. Severability
The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Article 20. Assignment
Neither the City nor Contractor shall assign any rights or duties under this Agreement without the prior written consent of the other party. Such written approval by the City shall not relieve the Contractor of the obligations incurred by the Contractor under the terms of this Agreement.

Article 21. Third Party Rights
Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and Contractor.

Nothing in this Agreement shall create any contractual relationship between any subcontractor and the City. Contractor agrees to bind every approved subcontractor (and every subcontractor of a subcontractor) by the terms of this Agreement as far as applicable to that subcontractor's work, unless specifically noted to the contrary in a subcontract approved in writing as adequate by the

City. The City's Representative shall have the authority to consent to a subcontract as being adequate.

Article 22. Governing Law and Venue
This Agreement shall be governed by the laws of the State of Wisconsin. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

Article 23. Non-Discrimination and Equal Opportunity
In connection with the performance of work under this Agreement, Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, developmental disability (as defined in Wis. Stat. 51.01(5)), sexual orientation (as defined in Wis. Stat. 111.32(13m)), gender identity, or national origin. This provision shall include, but not be limited to, the following: 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.

Contractor further agrees to take affirmative action to ensure equal employment opportunities.

Article 24. Compliance with Laws
In performing the Services under this Agreement, Contractor shall comply with any and all applicable federal, state, and local statutes, ordinances, plans, and regulations.

The City reserves the right to cancel this Agreement if Contractor fails to follow the requirements of Wis. Stat. 77.66 and related statutes regarding certification for collection of sales and use tax. The City also reserves the right to cancel this Agreement with any state or federally debarred contractor.

Contractor shall have any and all licenses and permits required to perform the work specified, and shall furnish proof of such licensing authorization and permits upon request.

Article 25. Notices
Any notice required by this Agreement shall be made in writing to the individuals/addresses specified below:

City:		**Contractor:**
City Clerk		Mr. Mark Hawley
City of Sheboygan		J & H Controls Inc.
828 Center Ave.		490 N. Rolling Meadows Dr.
Sheboygan, Wisconsin 53083		North Fond du Lac, WI 54937

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of the City and Contractor.

Article 26. Intent to be Bound
The City and Contractor each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners to the other party to this Agreement, and to the successors, executors, administrators, permitted assigns, legal representatives and partners of such other party in respect to all provisions of this Agreement.

Article 27. Force Majeure
Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case, the failure to perform must be beyond the reasonable control and without the fault or negligence of the party.

Article 28. Integration and Modification
This Agreement may be modified only by a written amendment signed by both parties hereto.

This Agreement consists of the following parts, each of which is as fully a part of this Agreement as if fully set out herein:

1. This Agreement and its Exhibits
2. Any Written Amendment to the Agreement which may be delivered or issued after the Effective Date of the Agreement (including Change Orders)
3. The Request for Bids (including all attachments)
4. All Addenda to the Request for Bids
5. All Other Submittals by Contractor
6. The Performance and Payment Bonds

(collectively "the Contract").

This Contract is the entire and integrated agreement between the City and Contractor regarding the subject matter of this Contract. It supersedes all prior and contemporaneous communications, representations and agreements that are not part of this Contract.

In resolving conflicts, errors, discrepancies and disputes concerning the Scope of Work to be performed by Contractor, the document expressing the greater quantity, quality, or other scope of work in question, or imposing the greater obligation upon Contractor and affording the greater right or remedy to the City shall govern. Otherwise, the documents shall be given precedence in the order set forth above.

Article 29. Non-Collusion

Contractor is certifying, under penalty of perjury, that to the best of its knowledge and belief:

1. The prices in its bid were arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any other matter relating to such prices with any other bidder, or with any other competitor.
2. The prices quoted in its bid were not knowingly disclosed—directly or indirectly—by the bidder prior to bid opening.
3. No attempt was made to induce any other person, partnership, or corporation to submit or not submit a bid for the purpose of restricting competition.

Article 30. Other Provisions

1. Material Safety Data Sheet. If any item(s) on an order(s) resulting from this Agreement is a hazardous chemical, as defined under 29 C.F.R. 1910.1200, Contractor shall provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

2. Advertising and News Releases. Reference to or use of the City, or any of its departments, officials, or employees, for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City's Representative. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the City's Representative.

3. Foreign Corporation. A foreign corporation (any corporation other than a Wisconsin corporation) which becomes a party to this Agreement is required to conform to all the requirements of Wis. Stat. 180 relating to a foreign corporation, and must possess a certificate of authority from the Wisconsin Department of Financial Institutions, unless the corporation is transacting business in interstate commerce or is otherwise exempt from the requirement of obtaining a certificate of authority.

4. Authority. Each person executing this Agreement on behalf of a party hereto represents and warrants to the other party: That the execution and delivery of this Agreement has been duly authorized, that the person or persons executing this Agreement have the full power, authority, and right to do so, and that such execution is sufficient and legally binding on such party to enable this Agreement to be enforceable in accordance with its terms.

5. Authorized Representative of Equipment Manufacturer. Contractor represents and warrants that it is an authorized representative of the control Equipment Manufacturer, and has the ability to provide engineering, installation, programming, commissioning, and ongoing maintenance of the System.

6. Intellectual Property. Contractor shall pay for any royalties and license fees associated with intellectual property used in the completion of the Services. Contractor shall defend any suits or claims for infringement of any intellectual property rights related to the completion

of the Services, and shall hold the City harmless from any liability associated with any such suit or claim.

7. Intent of Contract Documents.

   a. The intent of this Agreement is to include in the contract price the cost of all labor and materials, water, fuel, tools, plants, equipment, light, transportation, and any other expenses that may be necessary for the proper execution and completion of the work included in the Agreement.

   b. In interpreting the Agreement, words describing materials that have a well-known technical or trade meaning shall be construed in accordance with such well known meanings unless otherwise specifically defined.

8. Definitions.

   a. Final Acceptance: The event that occurs when Contractor issues to the City or the City issues to Contractor a written statement that Contractor has completed all Punch List items, has made all necessary submittals to the City, and has satisfied all of its obligations under the Agreement.

   b. Final Inspection: The inspection conducted by the City to determine what work must still be completed by Contractor in order for Completion of the Services to occur. After the Final Inspection, the City shall provide Contractor with a Punch List that Contractor must complete in order for Completion of the Services to occur.

   c. Final Payment: Payment by the City to Contractor after Completion of the Services the result of which is Contractor receiving all payments due under the terms of the Agreement for performing and completing the Services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

CITY OF SHEBOYGAN, WISCONSIN

BY: _____
Michael J. Vandersteen, Mayor

ATTEST: _____
Meredith DeBruin, City Clerk

DATE: _____

CONTRACTOR

BY: _____

ATTEST: _____

DATE: September 23rd, 2020

EXHIBIT 2

GENERAL CONDITIONS

1. Adjacent Property

Personnel in the employ of the Contractor or any subcontractor shall not use any existing facilities on adjacent property, or trespass in or about adjacent facilities.

2. Changes in the Work

The City, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or modifications. In such instance, the Contract Sum and the Contract Time shall be adjusted accordingly. Any such changes in the work shall be authorized by written Change Order. The only individual authorized by the City to sign a written Change Order is the City's Representative.

The Contract Sum and the Contract Time may be changed only by Change Order or an Amendment to this Agreement.

The cost or credit to the City from a change in the work shall be determined by mutual agreement before executing the work involved.

If the City's Representative considers the cost or time in a proposal submitted by Contractor to be excessive or unreasonable, the City may request a proposal for the same change from other contractors. The City reserves the right to make an award of such work to another contractor, unless Contractor agrees to do the added or changed work for the price named by the other contractor.

3. Cleaning Up and Final Inspection

At all times, the Contractor shall keep the work site free from the accumulation of waste material or rubbish caused by its employees. At the completion of the work, Contractor shall remove all rubbish from and about the work, as well as all tools, equipment, scaffolding, and surplus materials. The completed work shall be left clean and ready for use.

4. Codes and Standards

All materials and workmanship shall comply with all applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations.

In case of difference between codes, specifications, state laws, local ordinances, industry standards, and utility company regulations and the Agreement, the most stringent shall govern.

Should Contractor perform any work that does not comply with the requirements of the applicable codes, specifications, state laws, local ordinances, industry standards, and utility company regulations, Contractor shall bear all costs arising in correcting the deficiency.

Applicable Codes and Standards shall include all state laws, local ordinances, utility company regulations, and the applicable requirements of the following nationally accepted Codes and Standards:

1. Building Codes
    a. ICC Codes
    b. National Electric Code
    c. Wisconsin Administrative Code
    d. National Fire Code
2. Industry Standards, Codes, and Specifications
    a. AIEE – American Institute of Electrical Engineers
    b. ANSI – American National Standards Institute
    c. ASHRAE – American Society of Heating, Refrigeration, and Air Conditioning Engineers
    d. ASME – American Society of Mechanical Engineers
    e. ASTM – American Society of Testing Materials
    f. IPCEA – Insulated Power Cable Engineers Association
    g. NBS – National Bureau of Standards
    h. NEMA – National Electrical Manufacturers Association
    i. NFPA – National Fire Protection Association
    j. OSHA – Occupational Safety and Health Act
    k. UL – Underwriters Laboratories
    l. MSS – Manufacturers Standardization Society
    m. AISC – American Institute of Steel Construction
    n. AWS – American Welding Society
    o. SMACNA – Sheet Metal and Air Conditioning Contractors National Association

5. Completion of Work

The Contractor is fully responsible for seeing that no work necessary to complete the project is inadvertently left out.

6. Correction of Work

Contractor shall correct any work that fails to conform to the requirements of the Agreement where such failure to conform appears during the progress of the work. Contractor shall also remedy any defects due to faulty materials, equipment, or workmanship which appear within a period of one year from the date of Final Payment to the Contractor or within such longer period of time as may be prescribed by law or by the terms of the Agreement with the City.

This requirement applies to work done by subcontractors and direct employees of the Contractor.

7. Correction of Work After Final Payment

Neither the Final Payment on this Agreement by the City nor any other provision in this Agreement shall relieve the Contractor or its Surety of the responsibility for the furnishing and installation of faulty materials or for faulty workmanship which shows up within the period provided by this Agreement, or of the responsibility of remedying such faulty workmanship and materials.

8. Cutting and Patching

The Contractor shall be responsible for all required cutting, and shall make all required repairs thereafter to the satisfaction of the City's Representative. In no case shall the Contractor cut into any major structural element, beam, or column without the written approval of the City's Representative.

9. Deduction for Uncorrected Work

If the City deems it expedient to accept work damaged or not done in accordance with the Agreement, an appropriate deduction from the contract price will be made to reflect the unsatisfactory work.

10. Delays

If the work of Contractor is delayed for any reason, Contractor shall have no claim against the City on that account other than an extension of time.

11. Fire Protection

The Contractor shall provide and maintain an adequate number of hand fire extinguishers and take all other precautions necessary to prevent fires, and shall conform to local Fire Department regulations.

12. Labor

Contractor shall employ none but competent and skilled workmen and foremen in the prosecution of work on this Agreement. The City's Representative shall have the authority to order the removal from the work any Contractor's employee who refuses to or neglects to obey any of its instructions relating to the carrying out of the provisions and intent of the provisions of the Agreement, or who is incompetent, unfaithful, abusive, threatening, or disorderly in his conduct, and any such person shall not again be employed on this project.

13. Other Contracts

The City may award other contracts for additional work at the site of the project. Contractor shall fully cooperate with such other Contractors and carefully fit its own work to that provided under

other contracts as may be directed by the City. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor.

14. Public Safety and Convenience

The Contractor shall conduct its work as to ensure the least possible inconvenience to the general public and to the employees of the City.

15. Sanitary Convenience

Contractor shall have access to the use of sanitary facilities available to the general public.

16. Superintendence

The Contractor will give personal superintendence to the work, or have at the site of the work, at all times, a competent foreman, superintendent, or other representative satisfactory to the City having the authority to act for the Contractor.

Insofar as is practicable, and except in the event of discharge by the Contractor or in the event of proven incompetence, the individual who has been accepted by the City's Representative to represent the Contractor shall so act, and shall follow without delay the instructions of the City's Representative in the prosecution of the work in conformity with the Agreement.

17. Use of Job Site

The Contractor shall confine its equipment, apparatus, the storage of materials, and operations of his workman to the limits indicated by the law, ordinances, permit, or directions of the City's Representative, and shall not encumber the premises with its equipment, apparatus, or materials.

The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety. The Contractor shall observe and enforce the City Representative's instructions regarding signs, advertisements, fires, and smoke.

IX

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. September 21, 2020.

Your Committee to whom was referred Gen. Ord. No. 21-20-21 by Alderpersons Dekker and Sorenson amending Section 134-178 of the Municipal Code to more clearly identify the 8th Street Boat Launch; recommends amending the Ordinance to remove "and the 1300 block of Niagara Avenue…".

_____ _____

_____ _____

_____ _____

Committee

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

Subs. of Gen. Ord. No. 21 - 20 - 21. By Alderpersons Dekker and Sorenson. September 21, 2020.

AN ORDINANCE amending Section 134-178 of the Municipal Code to more clearly identify the 8th Street Boat Launch.

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

Section 1. Section 134-178 of the Municipal Code entitled, "Launching sites," is hereby amended to read as follows:

"Sec. 134-178. *Launching sites.*

The sites included in this article are located at Deland Park parking lot and 8th Street Launch (at the intersection of S. 8th Street and Riverfront Drive)."

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

_____

_____

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

Dated_____ 20____. _____, City Clerk

Approved_____ 20____. _____, Mayor

X

6.3

Gen. Ord. No. 21 - 20 - 21. By Alderpersons Dekker and Sorenson.
September 8, 2020.

AN ORDINANCE amending Section 134-178 of the Municipal Code to more clearly identify the 8th Street Boat Launch.

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

Section 1. Section 134-178 of the Municipal Code entitled, "Launching sites," is hereby amended to read as follows:

"Sec. 134-178. *Launching sites.*

The sites included in this article are located at Deland Park parking lot, 8th Street Launch (at the intersection of S. 8th Street and Riverfront Drive), and the 1300 block of Niagara Avenue, which is the Old Tool House site."

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.

Dean Dekker

Public Works

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

3.5

R. O. No. 61 - 20 - 21. By CITY PLAN COMMISSION. September 8, 2020.

Your Commission to whom was referred Gen. Ord. No. 16-20-21 by Alderperson Sorenson amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Multi-Family Residential to Class Community Mixed Use Classification; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 25, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

CITY PLAN COMMISSION

X

6.1

Gen. Ord. No. 16 - 20 - 21. By Alderperson Sorenson. August 17, 2020.

AN ORDINANCE amending the City's Future Land Use Map of the Sheboygan Comprehensive Plan to change the Land Use Classification of property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Multi-Family Residential to Class Community 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 Multi-Family Residential to Class Community Mixed Use Classification:

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet

Cov Plan

to a point on the West line of South Business Drive and the point of beginning.

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



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

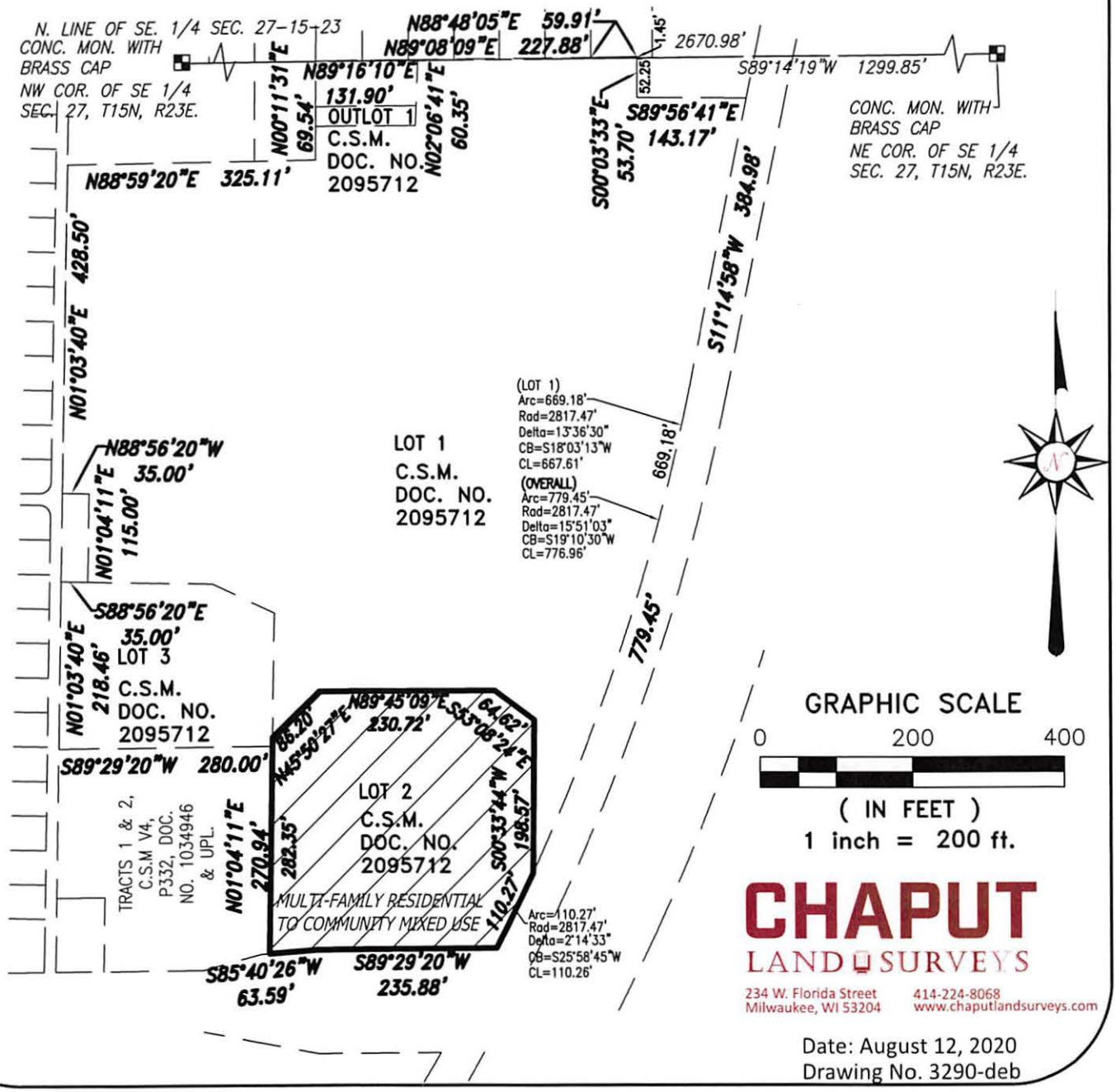
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED COMPREHENSIVE PLAN AMENDMENT FROM

MULTI-FAMILY RESIDENTIAL TO COMMUNITY MIXED USE

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said ¼ Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



CHAPUT
LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: August 12, 2020
Drawing No. 3290-deb

3.6

R. O. No. 62 - 20 - 21. By CITY PLAN COMMISSION. September 8, 2020.

Your Commission to whom was referred Gen. Ord. No. 17-20-21 by Alderpersons Sorenson and Bohren and R. O. No. 53-20-21 by City Clerk submitting an application from Kwik Trip Inc. for a change in the zoning classification of property location on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) 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, August 25, 2020, and after due consideration, recommends receiving the R. O. and adopting the General Ordinance.

Layover

CITY PLAN COMMISSION

X

6.2

Gen. Ord. No. 17 - 20 - 21. By Alderperson Sorenson. August 17, 2020.

AN ORDINANCE amending the City of Sheboygan Official Zoning Map of the Sheboygan Zoning Ordinance to change the Use District Classification of property located on the Northwest corner of Broadway and S. Business Drive (Portion of Parcel #59281513391) from Class Urban Residential (UR-12) to Class Urban Commercial (UC) 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 Urban Residential (UR-12) to Class Urban Commercial (UC) Classification:

Property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391):

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet

City Plan

to a point on the West line of South Business Drive and the point of beginning.

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



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

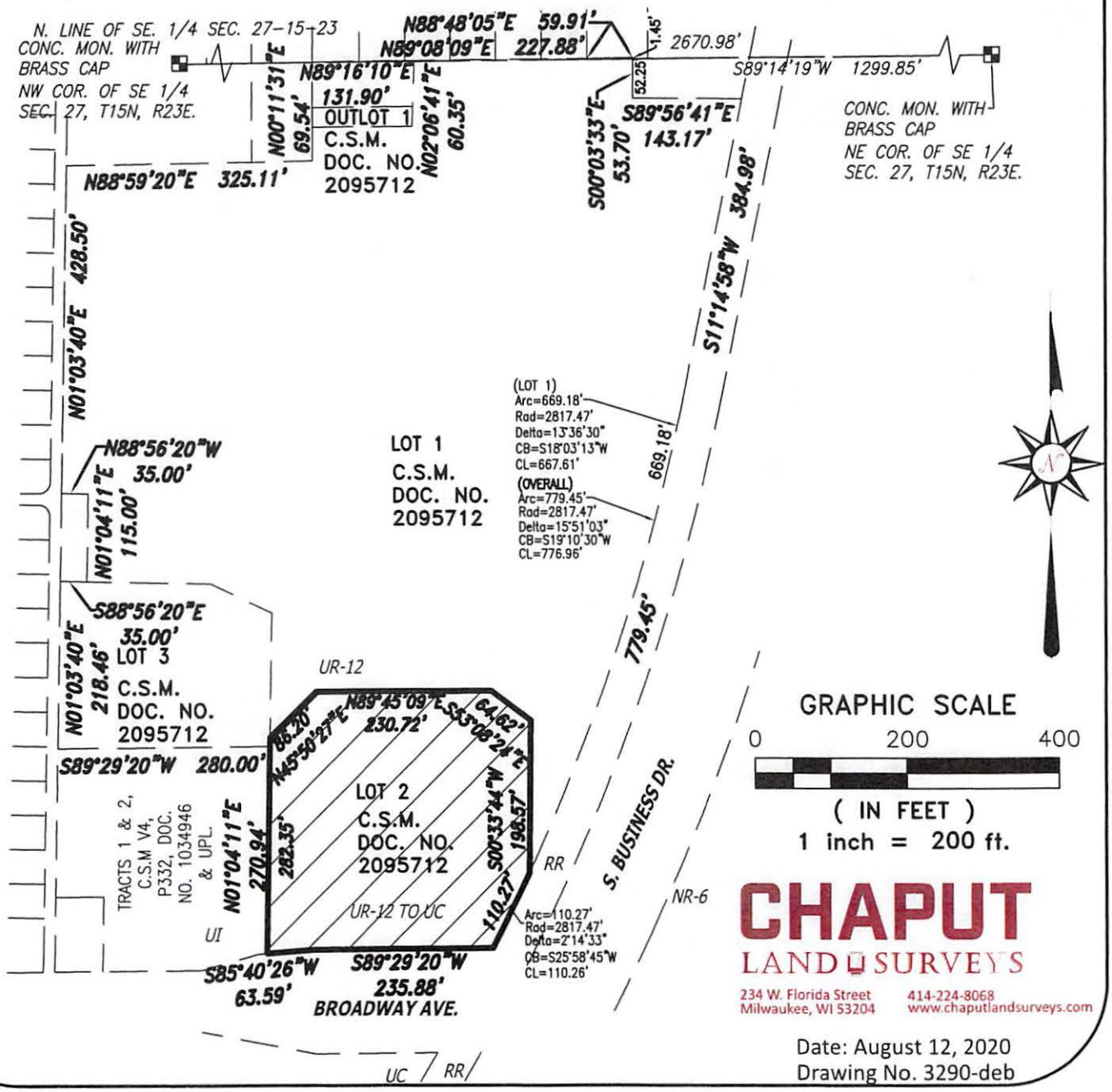
Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PROPOSED ZONING CHANGE FROM URBAN RESIDENTIAL

(UR-12) TO URBAN COMMERCIAL (UC)

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said ¼ Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



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Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: August 12, 2020
Drawing No. 3290-deb

II

3.3

R. O. No. 53 - 20 - 21. By CITY CLERK. August 17, 2020.

Submitting an application from Kwik Trip, Inc. for a change in the zoning classification of property located on the Northwest corner of Broadway and S. Business Drive (portion of Parcel #59281513391) from Class Urban Residential (UR-12) to Class Urban Commercial (UC) Classification.

City Plan

CITY CLERK

OFFICE USE ONLY
APPLICATION NO.: _____
RECEIPT NO.: _____
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: Kwik Trip Inc – Jeff Osgood PHONE NO.: (608) 793-5547
ADDRESS: 1626 Oak St La Crosse, WI 54602 E-MAIL: josgood@kwiktrip.com

OWNER OF SITE: Green Street Development PHONE NO.: (314) 495-9884

2. DESCRIPTION OF THE SUBJECT SITE

ADDRESS OF PROPERTY AFFECTED: TBD

LEGAL DESCRIPTION: All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

PARCEL NO. Portion of Parcel #59281513391 MAP NO. _____

EXISTING ZONING DISTRICT CLASSIFICATION: Urban Residential (UR-12)

PROPOSED ZONING DISTRICT CLASSIFICATION: Urban Commercial (UC)

BRIEF DESCRIPTION OF THE **EXISTING** OPERATION OR USE: Former Concrete materials plant

BRIEF DESCRIPTION OF THE **PROPOSED** OPERATION OR USE: We are proposing a new retail convenience store w/ attached 1-Bay Carwash & Fuel Canopies

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? All requirements of all applicable agencies and zoning requirements will be met with this proposed development

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: This area was previously industrial use. This area has been rezoned to Urban Residential to align with the comp plan for this area. We are proposing to rezone the hard corner of this development to Urban Commercial to be in line with the direction Green Street Development was given for this hard corner of the development.

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? This area is in need of retail services to accommodate the growing community.

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

This area is planned Commercial/Residential to fill in this neighborhood and to amend to Community Mixed Use designation will allow for this highly visible and accessible lighted intersection to develop into retail/food services this area is in need of.

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.

Jeffrey W Osgood
APPLICANT'S SIGNATURE

Digitally signed by Jeffrey W Osgood
Date: 2020.08.11 14:18:39 -05'00'
DATE

PRINT ABOVE NAME

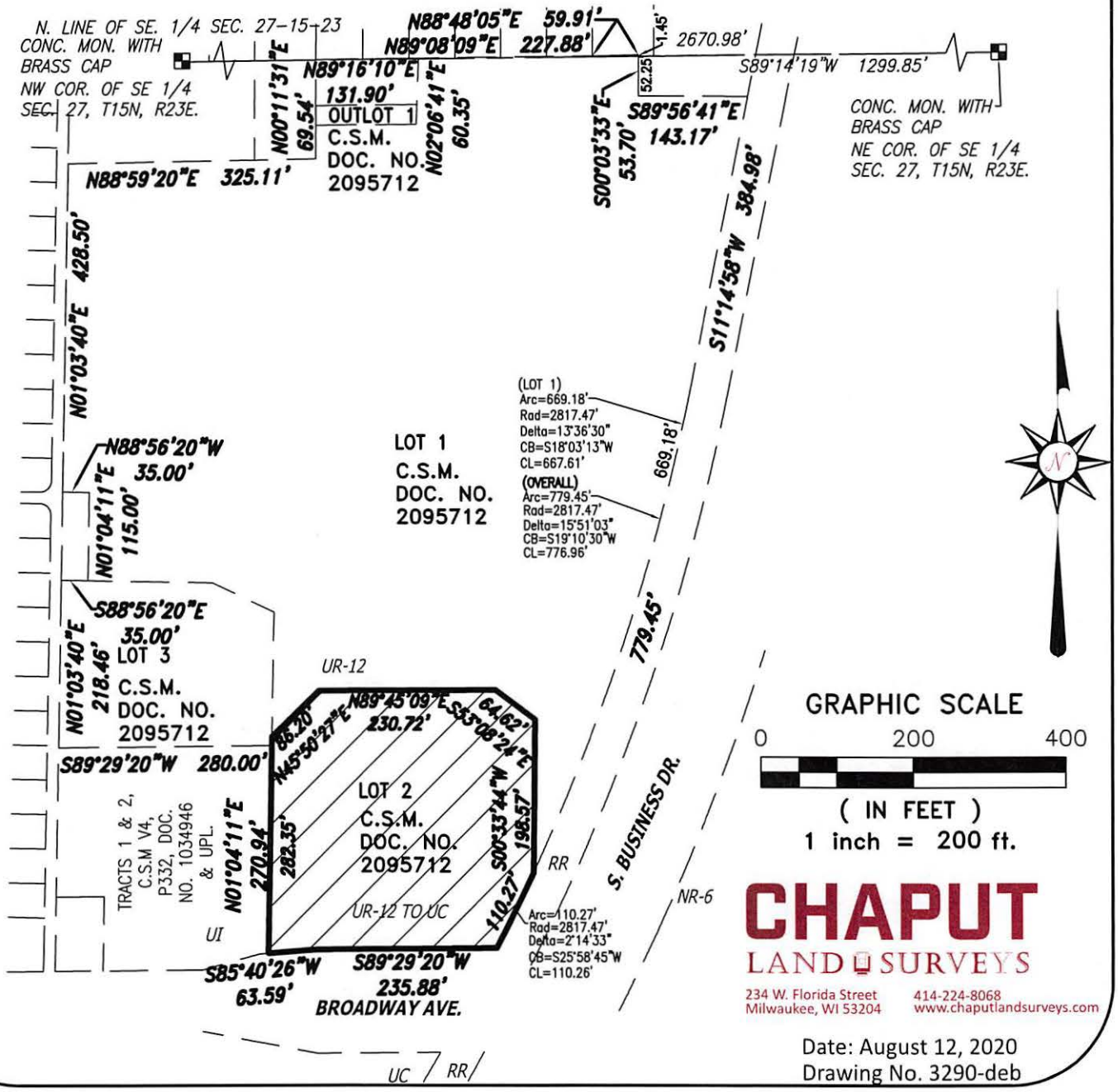
APPLICATION SUBMITTAL REQUIREMENTS

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

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

PROPOSED ZONING CHANGE FROM URBAN RESIDENTIAL (UR-12) TO URBAN COMMERCIAL (UC)

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said $\frac{1}{4}$ Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.



CHAPUT LAND SURVEYS
234 W. Florida Street
Milwaukee, WI 53204
414-224-8068
www.chaputlandsurveys.com

Date: August 12, 2020
Drawing No. 3290-deb

CHAPUT
LAND SURVEYS

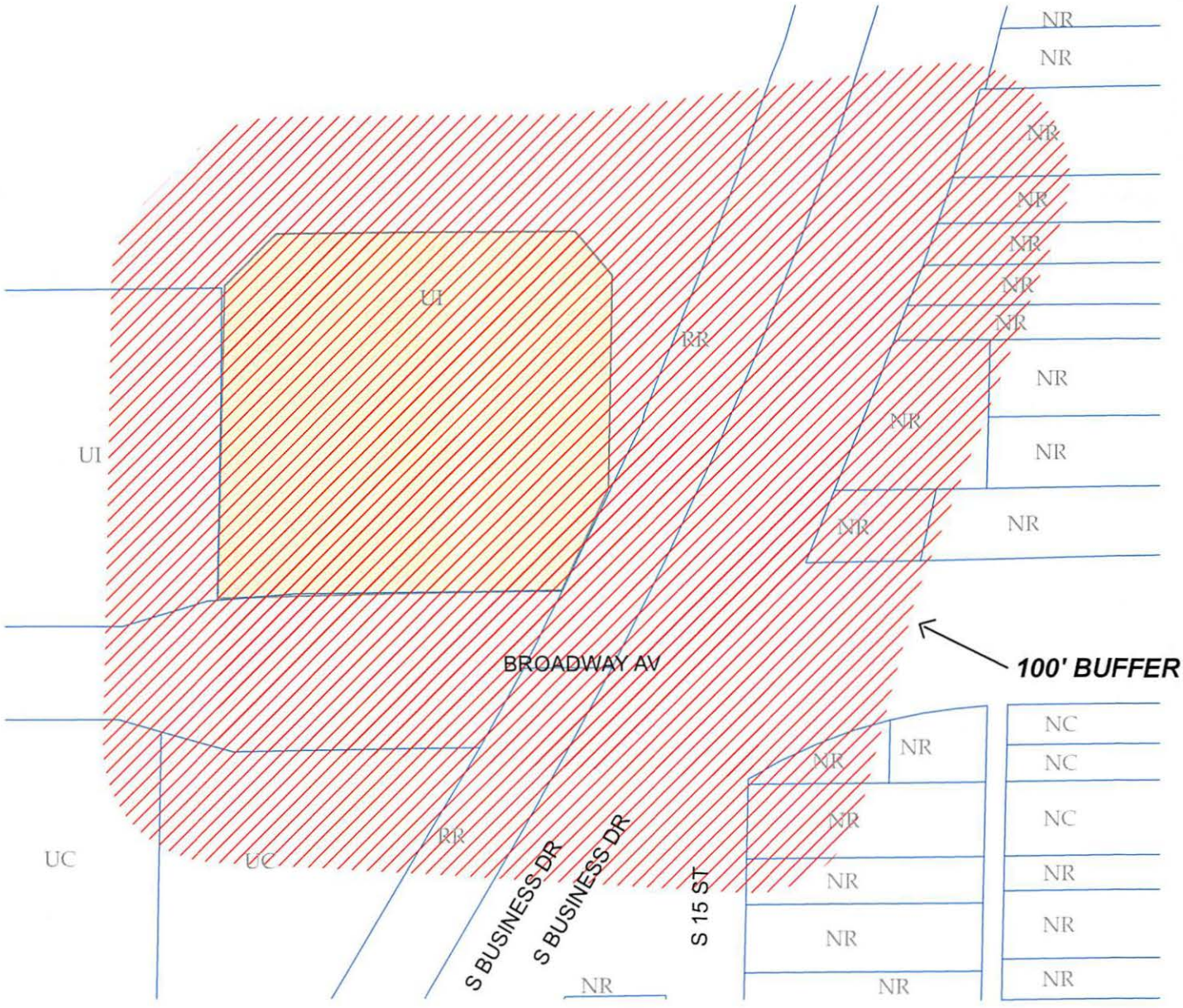
August 12, 2020
KWIK TRIP – CSM Doc No 2095712

All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 and the Northeast 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast 1/4 of said 1/4 Section; thence South 89 °14'19" West along the North line of said 1/4 Section 1299.85 feet to a point on the West line of Lot 1, Certified Survey Map described in Document No. 1199254; thence South 00°03'33" East along said West line 52.25 feet to a point on the South line of said Lot 1; thence South 89°56'41" East along said South line 143.17 feet to a point on the West line of South Business Drive; thence South 11°14'58" West along said West line 384.98 feet to a point of curvature; thence Southerly 669.18 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 18°03'13" West 667.61 feet to the point of beginning of lands hereinafter described; thence Southerly 110.27 feet along said West line and the arc of a curve whose center lies to the Northwest, whose radius is 2817.47 feet and whose chord bears South 25°58'45" West 110.26 feet to a point on the North line of Broadway Avenue; thence South 89°29'20" West along said North line 235.88 feet to a point; thence South 85°40'26" West along said North line 63.59 feet to a point on the East line of Tracts 1 and 2, Certified Survey Map in Volume 4, Page 332, described in Document No. 1034946; thence North 01°04'11" East said East line 282.35 feet to a point; thence North 45°50'27" East 86.20 feet to a point; thence North 89°45'09" East 230.72 feet to a point; thence South 53°08'24" East 64.62 feet to a point; thence South 00°33'44" West 198.57 feet to a point on the West line of South Business Drive and the point of beginning.

234 W. FLORIDA STREET, MILWAUKEE, WI 53204 414-224-8068

PROPOSED ZONING CHANGE
FROM URBAN RESIDENTIAL (UR-12) to URBAN COMMERCIAL (UC)

SECTION 27, T. 15 N, R. 23 E



City of Sheboygan
spirit on the lake.

DeBruin, Meredith

From: Sokolowski, Steve
Sent: Wednesday, July 29, 2020 8:14 AM
To: DeBruin, Meredith
Cc: 'Joel Oliver'; 'Jeff Osgood'; 'TMleziva@kwiktrip.com'
Subject: FW: Oscar KT consent

This email should be included in the Kwik Trip Rezone request.....owner authorization to submit rezone application.

-----Original Message-----
From: Joel Oliver [mailto:joel@greenstreetstl.com]
Sent: Tuesday, July 28, 2020 10:13 AM
To: Sokolowski, Steve; Troy Mleziva
Cc: Alexander Kuehling
Subject: Oscar KT consent

Steve - green street gives consent for Kwiktrip to rezone the newly created lot 2 at Business and Broadway to the appropriate commercial designation for their gas station.

Joel Oliver
314-495-9884 (cell)
Sent from my iPhone

CLK322B

City Of Sheboygan
City Clerk's Office

** General Receipt **

Receipt No: 201231
License No: 0000
Date: 08/13/2020
Received By: MMD
Received From: KWIK TRIP, INC
Memo: REZONE APPLICATION
Method of Payment: $200.00 Check No. 227002
Total Received: $200.00

Fee Description	Fee
Zoning Change	200.00

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

KWIK TRIP INC.

Store Engineering

FAX 608-793-6237

1626 Oak St., P.O. Box 2107
La Crosse, WI 54602

www.kwiktrip.com

Site Narrative – Rezone Application
08/11/2020

Project Name and Address

Kwik Trip 1138
Northwest Corner of Broadway Ave & S. Business Drive
Sheboygan, WI 53081

Parcel Information/Site Data/Legal Description

- Portion of Tax Parcel #59281513391
- Lot is described as: All of Lot 2 Certified Survey Map recorded as Document Number 2095712, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 27, Township 15 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin
- The entire lot area is 111,290 S.F. (2.5549 Acres)

Zoning Classification

- Currently zoned as: Urban Residential (UR-12)
- Requesting Rezone to: Urban Commercial (UC)

Existing Site Conditions/Land Use:

- Previously was Van Der Vart Concrete Products and all buildings to be demolished by developer on this site

Proposed Land Use/Lot Coverage Site Data

- We are proposing the construction of an 11,000 SF Retail Convenience Store w/ an attached 1-Bay Carwash and separate fueling canopies
- 4800 S.F. Gas Fueling Canopy with 10 Pumps
- 1200 S.F. Diesel Fueling Canopy with 2 fuel lanes
- Underground storage tanks (Quantity 7)

OUR MISSION

To serve our customers and community more effectively than anyone else by treating our customers, co-workers and suppliers as we, personally, would like to be treated, and to make a difference in someone's life.

- Vacuum Pad Location
- Picnic Area for customer

Site Selection

- The current site was selected based on the overall Master Redevelopment plan of Greenstreet Development that they have been working with the city over the last two years and this site was determined to be retail/commercial space based on the city's overall master plan for this area.

Landscape Requirements

- Landscape plan to comply with the requirements of Section 15.6 of the zoning ordinance. We will meet the requirements of all the point values outlined in this ordinance
    - *Locational landscape variance to be requested, see Variance Description below.

Performance Standards/Potential Nuisances

- All performance standards to comply with the city of Sheboygan Zoning Ordinance, Section 15-7 to ensure this development will not become a nuisance to the surrounding neighbors.

Site Lighting

- Site lighting will consist of the following:
    - Building perimeter will have recessed soffit lights with no direct vision to any lens or bulb
    - Canopy Lighting - fully recessed downlighting
    - Lot Lights – fully recessed downlighting fixtures
    - Building Signage per signage plan
- We do try and provide 0.1 foot candles or less at all property lines to be in line with the LEED Standards. This exceeds the requirement of the zoning ordinance.
- We will meet all requirements at a minimum per the zoning ordinance.

Architecture

- Our building will consist of an all maintenance free exterior consisting of a full brick façade with aluminum fascia and metal roofing. We have aluminum storefront windows and doors as well as fiberglass service doors which match the brick color of the building
- The carwash is attached and consists of the same materials above.
- The dumpster enclosure is integrated in the building footprint to provide easy access to employees and to provide a clean look that matches the rest of the building
- Our fueling canopies consist of metal facia façade that matches the fascia colors on the building. All canopy columns are wrapped in aluminum to complement the rest of the canopy construction.
- The site will be completely concrete paving and consist of no asphalt paving.

Variance Request/Variance Description

- Locational Landscaping

- *Landscape variance may be required as discussions with the city and the developer at our Pre-App meeting that it may be tough to meet all the landscape points due to limited green space both around the site and around out building perimeter. With our operations it is not feasible to provide foundation plantings as these usually will not survive due to the winter conditions and salt around the perimeter sidewalk.
- We discussed the option to place additional plantings on the adjacent property to the north in greenspace to help screen our property from the apartments.