

*****ATTACHMENTS*****



July 24, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Alexandria King-Close to be considered for appointment to the Mayor's International Committee.

MICHAEL J. VANDERSTEEN, MAYOR

Lays over

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov

Alexandria King-Close Experience

Harvard University

Senior Project Manager, Office of the Vice Provost for International Affairs

Dates Employed Oct 2016 – Present

Cambridge, Massachusetts

Managing a broad range of priority projects, which have included:

- management of Harvard Global Institute;
- researching, compiling, and presenting data to inform and advise university leadership about Harvard's global outlook;
- facilitating oversight of university-wide, internationally-related research centers;
- developing strategic communications materials to promote Harvard's international work; and
- facilitating with partners across the university and abroad on agreements, events, and other collaborative activities.

Global Partners for People, Inc

Strategist Driver of Outreach

Dates Employed Oct 2014 – Present

Boston, Massachusetts

For our growing organization, I cultivate vision and strategy to orchestrate Borderless Development social entrepreneurship projects involving international citizen exchange; and seek and explore organizational partnerships.

I manage a wide range of high priority projects for Harvard University's chief academic officer for international affairs, to promote, oversee, and facilitate the university's global engagement.

Of the other diverse hats I have worn in my career, I:

—am co-developing a nonprofit to connect teams from around the world who collaborate to build innovative social entrepreneurship projects.

[Global Partners for People, Inc.]

—completed my master's thesis which appears to be the first gender analysis of cyber war that has been conducted.

[Harvard University Extension School, Master of Liberal Arts, International Relations]

—worked to build what began as a small, student-focused leadership series within one school, to a live webcast program yielding over one million combined viewership engagements from over 160 countries.

[Harvard T. H. Chan School of Public Health, Division of Policy Translation & Leadership Development]

Education:

Harvard University - Master of Liberal Arts in Extension Studies, 2012-2016

University of Wisconsin Madison – Bachelor of Arts, 2005-2009

1.5



July 31, 2020

HONORABLE MEMBERS OF THE COMMON COUNCIL:

I hereby submit the following appointment for your consideration:

Kyle Kaboord to be considered for appointment to the Board of License Examiners to fill a vacancy with the term expiring on 04/19/2021.

MICHAEL J. VANDERSTEEN, MAYOR

Approved

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov



Kyle Kaboord

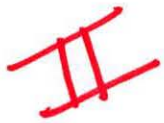
Sydack Masonry LLC – Owner

Dates Employed: December 2014 – Present

MAYOR'S OFFICE

CITY HALL
828 CENTER AVE.
SHEBOYGAN, WI
53081

920-459-3317
sheboyganwi.gov



UPDATED

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

Submitting various license applications.

City Clerk

THEATER LICENSE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1219	Marc Cinemas	3226 Kohler Memorial Drive

COMMERCIAL OPERATOR (NEW) December 31, 2020

<u>No.</u>	<u>Name</u>	<u>Address</u>
3462	Breckinridge Outdoor Services	W2022 Cty Rd O, Sheb. Falls

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred R. O. No. 31-20-21 by City Clerk submitting a claim from Jacqueline Bechard for alleged damages to her vehicle when a tree limb fell on it; recommends filing the claim.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

32

R. O. No. 31 - 20 - 21. By CITY CLERK. July 6, 2020.

Submitting a claim from Jacqueline Bechard for alleged damages to her vehicle when a tree limb fell on it.

FAP

CITY CLERK

DATE RECEIVED 6-29-2020

RECEIVED BY MKC

CLAIM NO. 6-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

JUN 29 '20 AM 11:18

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: Jacqueline A Bechard
2. Home address of Claimant: 2001 N 24th St Sheboygan, WI 53081
3. Home phone number: 920-803-2337
4. Business address and phone number of Claimant: n/a

5. When did damage or injury occur? (date, time of day) Tuesday June 2nd, 9:10pm

6. Where did damage or injury occur? (give full description) A tree owned by the city fell into our yard & into the road landing on our car.

7. How did damage or injury occur? (give full description) The tree, which has been diseased for years & already lost a chunk of the trunk/branches in a previous storm a few years back, came down in a storm. A large part of it landed on our car which was legally parked in the street.

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

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

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

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

(a) Public property alleged to be dangerous: The tree that is owned by the city has already lost a large branch in a storm. *See attached emails asking for its removal

(b) Claimant's statement of basis for such liability: The homeowners have emailed the city multiple times asking to have the tree removed after the large branch fell in a storm. *see attached pictures of diseased tree.

20. 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").

Our 2002 Dodge Stratus was parked under where the tree fell. There are multiple dents, the roof is caved in & windows are broken. *See attached pictures

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

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

Auto:	\$	<u>1851⁰⁰</u>
Property:	\$	<u>0</u>
Personal injury:	\$	<u>0</u>
Other: (Specify below)	\$	<u>0</u>
TOTAL	\$	<u>1851⁰⁰</u>

Damaged vehicle (if applicable)

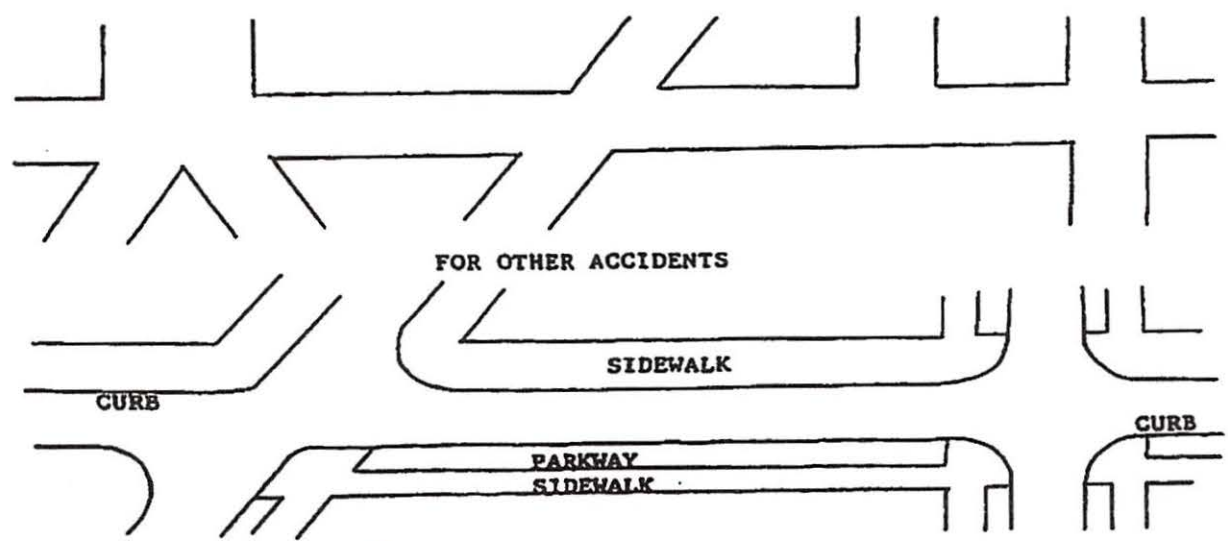
Make: Dodge Model: Stratus Year: 2002 Mileage: 119,598

Names and addresses of witnesses, doctors and hospitals: _____

Our neighbors, the homeowners that requested the tree's removal ✓
Pat & Aimee Dethloff 1917 N 24th St Sheboygan, WI 53081

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 Jacqueline A Bechard DATE 6-24-20

DATE RECEIVED 6-29-2020

RECEIVED BY MICC

CLAIM NO. 6-20

CLAIM

Claimant's Name: Jacqueline A Bechard
Claimant's Address: 2001 N 24th St
Sheboygan, WI 53081
Claimant's Phone No. 920-803-2337

Auto \$ 1,851.00
Property \$ 0
Personal Injury \$ 0
Other (Specify below) \$ 0
TOTAL \$ 1,851.00

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 \$ 1,851.00.

* We are asking for damages paid in the amount of \$1,851.00, as that is what it would cost to buy that same exact car from a private party. (A dealership would cost more) * see attached estimate taken from the Kelley Blue Book website. The car was worth much more to us as a drivable vehicle that was in very good condition physically with low mileage.

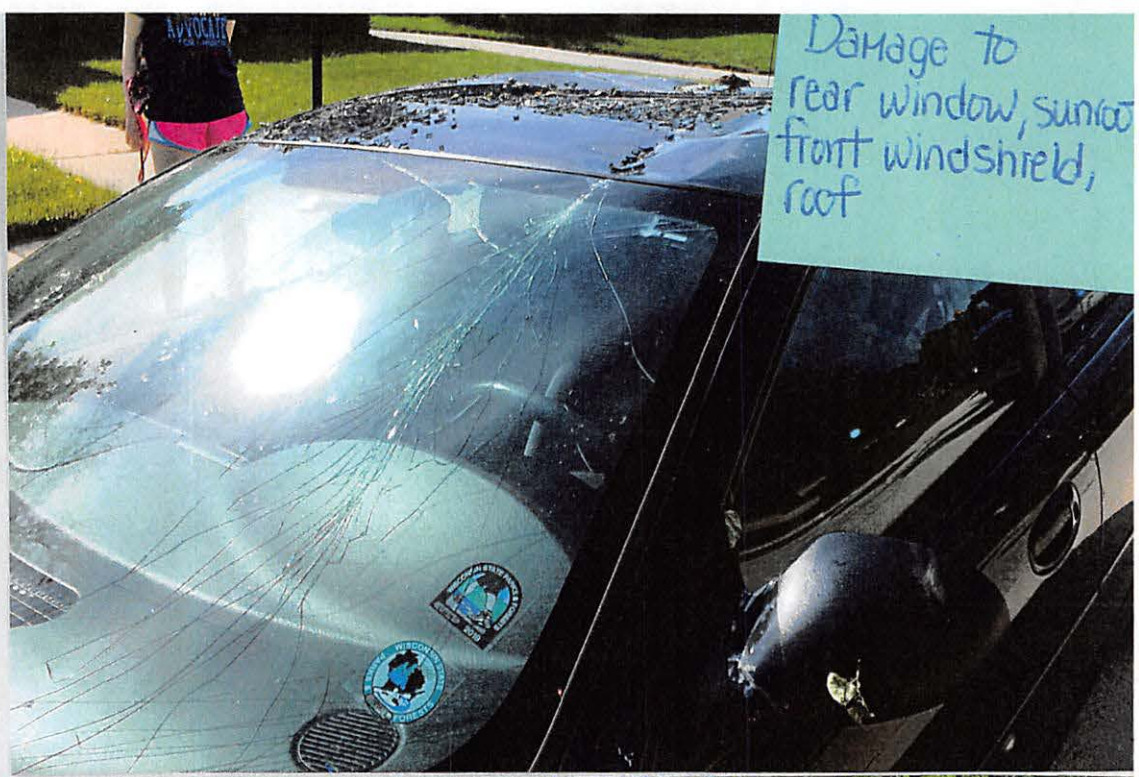
SIGNED Jacqueline A Bechard DATE: 6-24-20

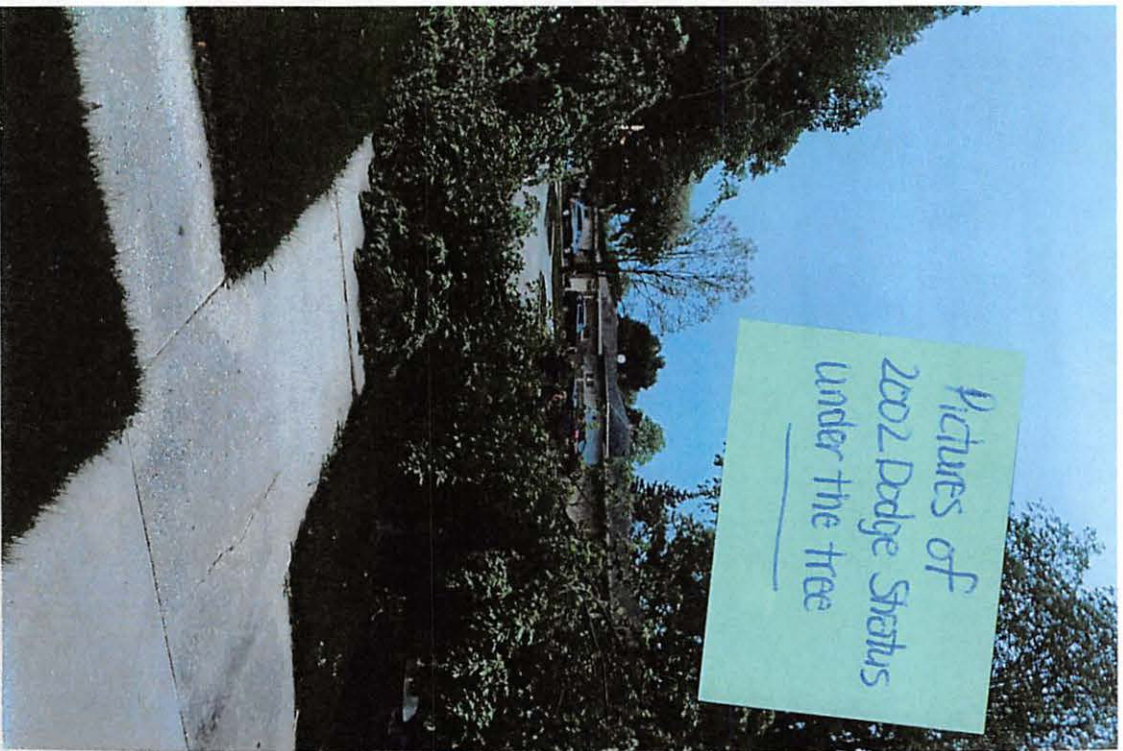
ADDRESS: 2001 N 24th St Sheboygan, WI 53081

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













*Kelley Blue Book
Estimate*

Advertisement

Buy from a Private Party

Used 2002 Dodge Stratus SE Sedan 4D

near Sheboygan, WI 53081



Combined Fuel Economy

22 MPG

KBB.com Consumer Rating

★★★★☆

4 / 5

Private Party Range
\$1,329 - \$2,372
Private Party Value
\$1,851 (\$37/month)*



Based on Good Condition

Valid for ZIP Code 53081 through 06/25/2020

Your Configured Options

Engine

4-Cyl, 2.4 Liter

✓ V6, 2.7 Liter

Transmission

Automatic

Drivetrain

FWD

Braking and Traction

ABS (4-Wheel)

Comfort and Convenience

Air Conditioning
Power Windows
Power Door Locks
Cruise Control

Steering

Power Steering
Tilt Wheel

Entertainment and Instrumentation

AM/FM Stereo

Cassette

✓ CD/MP3 (Single Disc)

CD/MP3 (Multi Disc)

Premium Sound

Navigation System

DVD System

Integrated Phone

Safety and Security

Dual Air Bags

Side Air Bags

F&R Side Air Bags

Seats

Power Seat

Dual Power Seats

Leather

Roof and Glass

Sun Roof (Flip-Up)

✓ Sun Roof (Sliding)

Moon Roof

Exterior

Rear Spoiler

Wheels and Tires

Steel Wheels

Alloy Wheels

Premium Wheels

Premium Wheels 19"+

Exterior Color

Beige

Black

✓ Blue

Brown

Burgundy

Gold

Gray

Green

Orange

Pink

Purple

Red

Silver

White

Yellow

Glossary of Terms

Suggested Retail Price - Suggested Retail Price is representative of dealers' asking prices. It assumes that the vehicle has been fully reconditioned and takes into account the dealers' profit and costs for

Tip:



Jacci Bechard <jaccib3121@gmail.com>

Fw: Tree

1 message

Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: "jaccib3121@gmail.com" <jaccib3121@gmail.com>

Wed, Jun 24, 2020 at 6:22 PM

Emails sent to
the city from
homeowner asking
for its removal
~ 3 times

----- Forwarded Message -----

From: Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: David.Biebel@sheboyganwi.gov <David.Biebel@sheboyganwi.gov>
Sent: Wednesday, October 25, 2017, 09:10:01 AM CDT
Subject: Fw: Tree

Hello. I sent this over a week ago and have not received a response. Perhaps I had the wrong recipient and this person no longer works there to forward it on.

----- Forwarded Message -----

From: Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: "Heather.Burke@sheboyganwi.gov" <Heather.Burke@sheboyganwi.gov>
Sent: Monday, October 16, 2017 4:59 PM
Subject: Tree

Hello, I'm hoping that you can route this email where ever it needs to go.

I live at 1917 N 24th St in Sheboygan. There is a 'city' tree in front of our house. We are wondering what steps we need to take for the city to remove the tree. Several trees of the same age and kind have been removed from our block already.

- It has lost rather large branches after storms (6" diameter) that we have disposed of when the city did not come after we reported it.
- The sidewalk adjacent to it is destroyed - and I understand that some, if not all, of the cost to replace it will be ours. It certainly does not make fiscal sense on the part of the city or myself to repair it while the tree is still there. A number of years ago we requested that something be done and the city came to 'grind the roots' but that solved nothing.
- The tree is a major nuisance when it comes to caring for our lawn. More than any other tree in our yard, it loses a substantial number of sticks every week that need to be picked up or we run the risk of ruining our lawn mower.
- The tree also causes numerous issues with our siding, windows, and cars. The tree constantly loses sap that blows onto everything. In addition to that, the pollen in the spring then coats and sticks to the sap that is on the cars and house.

Thank you for considering my request.

One other thing - the storm drain on the corner of Cleveland Ave and 24th St has an actual tree growing out of it. It catches many many leaves and whatever litter blows from the park. I don't believe it serves as a storm drain in this condition.



Jacci Bechard <jaccib3121@gmail.com>

Fw: Email #3 to Public Works - no response as of yet to any of them

1 message

Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: "jaccib3121@gmail.com" <jaccib3121@gmail.com>

Wed, Jun 24, 2020 at 6:23 PM

Never got a response to this.

----- Forwarded Message -----

From: Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: David.Biebel@sheboyganwi.gov <David.Biebel@sheboyganwi.gov>
Sent: Thursday, January 25, 2018, 10:55:16 AM CST
Subject: Email #3 to Public Works - no response as of yet to any of them

Hello,

This is my 3rd email in several months requesting that the city take care of the tree that the city owns in front of my house - 1917 N 24th St. The tree is a danger. Very large branches have fallen off - and even though we reported branches hanging off the city never came to take care of it - my husband eventually cut it down. The sidewalk next to it is a disaster - it's a hazard to anyone walking past. We do get quite a bit of foot traffic considering Cleveland Park is less than a block away.

Does the city even care enough to respond to the people who live here, who pay taxes, etc?

It is ironic that the Department of Public Works Goals: (per te sheboygan website) list "quality public service with a friendly and welcoming atmosphere". This goal is not being met.

Aimee Dettloff



Jacci Bechard <jaccib3121@gmail.com>

Fw: Tree/Sidewalk issue

1 message

Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: "jaccib3121@gmail.com" <jaccib3121@gmail.com>

Wed, Jun 24, 2020 at 6:24 PM

----- Forwarded Message -----

From: Pat and Aimee Dettloff <patandaimee@sbcglobal.net>
To: Bull, Timothy <Timothy.Bull@sheboyganwi.gov>
Sent: Thursday, March 21, 2019, 04:19:49 PM CDT
Subject: Re: Tree/Sidewalk issue

Thank you for getting back to me. Several years ago the city did come and grind the roots of the tree because of the damage to the sidewalk.

On Thursday, March 21, 2019, 4:15:26 PM CDT, Bull, Timothy <Timothy.Bull@sheboyganwi.gov> wrote:

Aimee,

The sidewalks are going to be replaced this year on your block. The engineer will mark the sidewalks in April. At that time he will inform me if I need to look at the tree to see if it will survive the damage caused by the root damage from sidewalk replacement. I looked at the tree today and it appears to be healthy, which is why it is raising the sidewalk so much. I will make the decision as to whether the tree should be removed after I talk about it with the sidewalk engineer in April.

The Cities policy requires that the sidewalk needs to be replaced 3 times before the tree is removed, this happens rarely. The only way the tree will be removed before that is if I determine that it will not safely survive the sidewalk replacement process. Like previously stated I will make that decision in mid-April.

Thank you,

Tim Bull

City Forester - City of Sheboygan DPW

ISA Certified Arborist, WI-0960A

TCIA Certified Treecare Safety Professional, #01995

Office: (920)459-3395

Timothy.Bull@sheboyganwi.gov

VI

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred R. O. No. 32-20-21 by City Clerk submitting a claim from Philip and Suzanne VanderWeele for alleged sewer overcharges billed by the Town of Sheboygan; 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

3.3

R. O. No. 32 - 20 - 21. By CITY CLERK. July 6, 2020.

Submitting a claim from Philip and Suzanne Vander Weele for alleged sewer overcharges billed by the Town of Sheboygan.

FAP

CITY CLERK

DATE RECEIVED 7/2/2020

RECEIVED BY MKC

CLAIM NO. 7-20

CITY OF SHEBOYGAN NOTICE OF DAMAGE OR INJURY

INSTRUCTIONS: TYPE OR PRINT IN BLACK INK

JUL 2 '20 AM 9:43

- 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: Philip P. and Suzanne Vander Weide

2. Home address of Claimant: 3918 N. Twenty-ninth Street - Sheboygan, WI.

3. Home phone number: 920 - 458-1060

4. Business address and phone number of Claimant: _____

5. When did damage or injury occur? (date, time of day) N/A

6. Where did damage or injury occur? (give full description) N/A

7. How did damage or injury occur? (give full description) N/A

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: _____

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

N/A

11. Name and address of any other person injured:

N/A

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

Auto: \$ _____

Property: \$ _____

Personal injury: \$ _____

Other: (Specify below) \$ 900.00

TOTAL \$ 900.00

Damaged vehicle (if applicable)

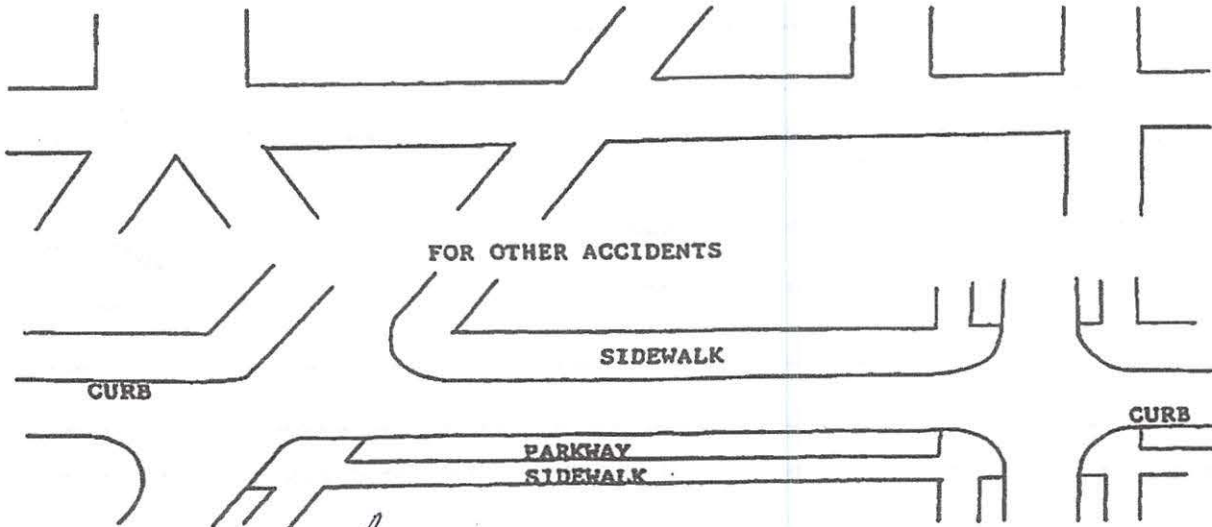
Make: _____ Model: _____ Year: _____ Mileage: _____

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

*Suzanne Vanderweide
Philip P. Vanderweide*

DATE

April 30, 2020

DATE RECEIVED 7-2-2020

RECEIVED BY MRC

CLAIM NO. 7-20

Claimant's Name:	<u>Philip + Suzanne Vander Weck</u>	Auto	\$	<u>N/A</u>
Claimant's Address:	<u>3918 N. 29th Street</u>	Property	\$	<u>N/A</u>
	<u>Sheboygan, WI 53083</u>	Personal Injury	\$	<u>N/A</u>
Claimant's Phone No.:	<u>920-458-1000</u>	Other (Specify below)	\$	<u>900.00</u>
		TOTAL	\$	<u>900.00</u>

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

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

The undersigned hereby makes a claim against the City of Sheboygan arising out of the circumstances described in the Notice of Damage or Injury. The claim is for relief in the form of money damages in the total amount of \$ 900.00.

Philip P. Vander Weck
 SIGNED Suzanne Vander Weck DATE: March 30, 2020
 ADDRESS: 3918 N. 29th St. Sheboygan, WI 53083

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

March 30, 2020

(revised)

Enclosed find the following:

Header letter from Suzanne and Philip Vander Weele

Claim form received via email by Mr. Darrell Hofland

All email correspondence between us and Alderwoman Barbara Felde

Copies of water/sewer invoices dated back to 2013 through current Y.T.D.

March 30, 2020

To Whom It May Concern:

To fully understand our claim which entails years of sewer overcharges billed to us by the Town of Sheboygan, please allow us to provide some background information.

We purchased our home (3918 N. 29th Street in the City of Sheboygan) in August of 1993. Prior to city annexation, this property was in the Town of Sheboygan with water/sewer charges being billed by the Town of Sheboygan. Following our home purchase, we continued to receive our sewer bills through the Town of Sheboygan and our water bills through the City of Sheboygan. We assumed that this was the procedure for homes annexed from the Town by the City of Sheboygan.

We contacted then Town Administrator, Sandra Greger, about our high bills and she informed us that no matter how many family members were in each household, it was a FLAT RATE and left no other explanations.

It was only recently, when we compared water/sewer bills with acquaintances and family members who reside in the City of Sheboygan, that we learned that we were being over billed for years. Our comparison of bills with neighbors who were former Town of Sheboygan residents annexed by the City confirmed that we were billed inequitably.

We contacted the Town of Sheboygan to get a clearer understanding of how the City charged former Town of Sheboygan residents. We were simply informed that the City of Sheboygan Water Utility set the rates and that the Town only issues the bill. Then were told to discuss the matter with the Sheboygan Water Utility. We did so with a Mr. Steven Jossart at the Sheboygan Water Utility early last Spring.

Mr. Jossart stated that he did not know that there were former Town residents billed differently than city residents and he promised to get back to us with an explanation of the disparity in billing. However, after weeks, then months of calls initiated by me, not Mr. Jossart, there was no explanation nor resolution.

At this point, in total frustration, we contacted our Alderwoman, Barbara Felde, to see if she could supply the answers to our queries and support our concerns. We emailed back and forth again for months and she as well offered no resolution to our problem.

The final word....please can read the attached emails to see how this resulted nine months later.

In the end, we are pursuing a credit based on seven (7) years of receipts and feel we were being overcharged by \$30.00 per quarter. Since there are four (4) quarters per calendar year, that would total up to twenty-eight (28) quarters. Multiply that by \$30.00 hits the \$840.00 mark.

Since the claim form we received from City Administrator Mr. Darrell Hofland requesting information relating to damages and injuries didn't seem to fit our situation - we felt this letter and copies of all our emails and invoices was more appropriate.

We look forward to your response and FINAL resolution to our problem and satisfaction of our claim.

Respectfully,

Philip P. and Suzanne Vander Weele

From: Outlook [ppvander@att.net]
Sent: Friday, May 31, 2019 5:03 PM
To: Alderperson Barbara Felde
Subject: Water/Sewer inquiry

Dear Barbara;

We are wondering if you could help us out with a problem we are having with our sewer charge in addition to our water bill. We live at 3918 North 29th Street in Sheboygan. We pay our water bill to Sheboygan Water Utility. We pay our sewer charge to the Town of Sheboygan because this area used to be in the township. Now my question is why do we pay \$94.71 per quarter when our water use is 10. (Meter reading 413 to 403).

We have talked to friends who also live in the city and for two people like us living in one house using the same amount of water, their sewer charge is right around \$30.00.

In addition the town charges a flat fee.

We talked to the Township they said it is the city that charges them and they charge us. The Water Dept. looked into it and Steve Jossert said it is an antiquated system and can't do anything about this very high and unfair cost that for some reason we have to pay. Our neighbor Rudy Mahler at 3832 and 3834 North 29th is paying \$180.00 for his duplex quarterly and was part of the township just like we were. Mr Jossert also could not tell us how many residents are affected by this system, so I don't think he investigated too deep for us.

I did say to him that I would take it up to our alderperson. If you are not the person we should be talking to, I am hoping you can steer us in the right direction.
Thank you.

Philip and Susie Vander Weele
3918 North 29th Street
Sheboygan,Wi.
920-458-1060-Home
920-207-2213-Cell

-----Original Message-----

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Monday, June 3, 2019 9:51 AM
To: Outlook <ppvander@att.net>
Subject: RE: Water/Sewer inquiry

Dear Philip and Susie,

I talked with Steve Jossert from the wastewater treatment department about your billing. He agreed with me that we need to look at the "double billing" issue. It is an old system! Steve is going to talk with a few others and look into what might be done. It may take a while so I ask for your patience while we look into this.

I will keep you updated as I receive information.

Sincerely,

Barb Felde
District 1 Alderperson

From: Phil Vander Weele [ppvander@att.net]
Sent: Monday, June 03, 2019 3:55 PM
To: Alderperson Barbara Felde
Subject: RE: Water/Sewer inquiry

Thank you, Barb!

I hope he is motivated to "fix" this with you involved vs. me alone.
Maybe we will get some resolutions before the next invoice....we are hoping for credit along the way.
Can always dream "Big" enough for anything, right?

Susie & (Phil)

-----Original Message-----

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Monday, June 3, 2019 7:16 PM
To: Phil Vander Weele <ppvander@att.net>
Subject: RE: Water/Sewer inquiry

No promises, but I am hoping we can at least get you paying only one bill.
Best wishes!
Barb

From: Phil Vander Weele [ppvander@att.net]
Sent: Monday, July 01, 2019 3:04 PM
To: Alderperson Barbara Felde
Subject: RE: Water/Sewer inquiry

Good Day Barb,

Today we received our next water and sewer invoices; it reminds us that we started this journey with Steve Jossert at the water company and the Town of Sheboygan three months back and nothing has been resolved or explained to us and probably others, as to why our sewer invoice is so high.

Right you said "No promises" which I felt sounded a bit hopeless right out the bat, so we wondered if you have had any contact with him since or perhaps brought it to the attention of the Common Council on behalf of one of your constituents?

Susie Vander Weele

From: Alderperson Barbara Felde

Sent: Wednesday, July 03, 2019 4:41 PM

To: Phil Vander Weele

Subject: RE: Water/Sewer inquiry

Good Afternoon,

Yes I did make contact, and I was told they were going to look into the what and why of the two party billing, and see what if anything could be done.

I will be out of town for a few days but will make another call on Monday, I am sorry that you have not received any communication yet. I will email you when I talk with someone.

Barb Felde, District 1 Alderperson

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Wednesday, July 10, 2019 8:13 AM
To: ppvander@att.net
Subject: FW: Water/Sewer inquiry

Good Morning Phil and Susie,

I have talked with Steve J and they will be meeting within the next few days and will discuss our concern with residents being billed by both the city and town for water/sewer charges. I will keep you updated as soon as I have information to share.

Thank you for your patience.

Alderperson Barb Felde

From: Phil Vander Weele [ppvander@att.net]
Sent: Wednesday, August 14, 2019 5:31 PM
To: Alderperson Barbara Felde
Subject: RE: Water/Sewer inquiry

Good Afternoon Barbara,

I gather you and the proposed "they" have not had time to review or try to correct our high sewer charge from the Town of Sheboygan.

We feel both parties now, which includes you, do not feel our cause is worth the time or perhaps the effort.

When I was in the business world, I would have never left something left undone for more than a week or two at the most.

Now we are headed months and months later and still no updates, no corrections, no apologies.

I am embarrassed for the way business is being handled in current times.

People must just not be that important to be cared for or looked after.

What next is there for the select few with this issue? Get on their agenda for the next board meeting?

Susie & (Phil) Vander Weele

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Friday, August 16, 2019 9:21 AM
To: Phil Vander Weele
Subject: RE: Water/Sewer inquiry

Dear Mr Vander Weele,

Again, my apology for all the time this has taken, but you must admit it has been this way for a very long time! I will again check to see where "they" are with what can be done, if anything.

Sincerely,

Barb Felde
District 1 Alderperson

-----Original Message-----

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Monday, August 19, 2019 10:08 AM
To: ppvander@att.net
Subject: Water/sewer charge

Good Morning Susie and Phil,

The Water Department is working on addressing the issue of how to charge those that are paying for both City and Town water/sewer use.

This is new, and they need to be sure they are calculating the rates accurately so that we do not end up with a large discrepancy between expenditures and incoming revenue. I know you understand the importance of making sure calculations are accurate.

I understand your frustration, and ask for your patience for a little longer.

1

From: Phil Vander Weele [ppvander@att.net]
Sent: Tuesday, August 20, 2019 12:34 PM
To: Alderperson Barbara Felde
Subject: RE: Water/sewer charge

Thank you, Barbara,

Excuse our unpleasant comments , for I really wondered if they are working on this at all....we are the ones always keeping the conversations going to have this concern of ours in someone's forefront.

I do not think you know how we feel except clearly frustrated, and patience is all we have had all along, so you do not need to continue to ask for it.

We are just trying to convince someone to bring our cost in line with everyone else's, county and city alike; how difficult is that.

It surely does not seem like quite the task to calculate for a select few.

Susie & (Phil) Vander Weele

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Tuesday, August 20, 2019 2:09 PM
To: Phil Vander Weele
Subject: RE: Water/sewer charge

Not a problem.

I do understand your frustration as I worked in a public sector job for almost 30 years. One annual review it stated I needed to be more patient with processes within the system. That was a hard one for me to work on. I have always been a problem solver. Even now I still find it very hard to have to wait for system processes!

I'll let you know as soon as I hear anything.

Barb

-----Original Message-----

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Thursday, September 12, 2019 1:53 PM
To: ppvander@att.net
Subject: Rate change for sewer charge

Good afternoon Philip and Susie,

The following is from a email I received today from Steve Jossart:

The proposed changes to the fixed user rates that will need to be approved by the common council will be an overall reduction of \$18.24/quarter. We are meeting with the Town of Sheboygan Wastewater Commission to review rates and will be discussing the changes to our proposed fixed charges. I will let you know if they have any feedback which may affect the rate changes we have proposed.

I sent a reply back to Steve requesting attendance at the meeting with the Town Water Commission. If everything works as planned, the rate change for your City sewer charge could take place beginning 1/1/2020.

I will email you again when I have specifics from the meeting.

Barb Felde

1

From: Phil Vander Weele [ppvander@att.net]
Sent: Tuesday, September 17, 2019 5:41 PM
To: Alderperson Barbara Felde
Subject: RE: Rate change for sewer charge

Thank you, Barbara,

We were not ignoring this update, just was gathering all of our past invoices, in addition looking for a rebate on past payments as well.
We also wondered when the Town Water Commission meeting was scheduled, and we are pleased that you requested of Steve to be included at this meeting.

In addition we are still wondering how many residents this involves, have you heard?

Susie & (Phil)

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Wednesday, September 18, 2019 12:27 PM
To: Phil Vander Weele
Subject: RE: Rate change for sewer charge

Thanks for responding. I am sad that you are now seeking a rebate on past payments. Because I have worked most of my life under budget restraints, I know any negative adjustment not planned for removes money from another source. I will not support any rebates.

Sincerely,
Barb

From: Phil Vander Weele <ppvander@att.net>
Sent: Thursday, January 9, 2020 2:54 PM
To: 'Alderperson Barbara Felde'
Subject: RE: Rate change for sewer charge

Dear Ms. Felde,

Can you please provide a follow-up on our inquiry now that we are in January of 2020?

Your last professional comments from September were not, in your words, *supported* by us either. I thought you were voted in for the people and perhaps would work for your constituents rather than the City of Sheboygan.

Really not our problem where they would have to pull those funds/reimbursements from, we were being overcharged, plain and simple Barbara.

I, too, have worked with budgets all my life, and know clearly that is what "Contingency" funds are for.

You have also, failed to inform us of how many residents this unusual billing involves and when the Town of Sheboygan Waste Commission was meeting yet or if already did.

Sincerely,

Susie & Phil Vander Weele

From: Alderperson Barbara Felde <Barbara.Felde@sheboyganwi.gov>
Sent: Friday, January 10, 2020 9:17 AM
To: Phil Vander Weele
Subject: RE: Rate change for sewer charge

Hello again Susie and Phil,

Sorry, I was not aware you were waiting on any more replies from me. The Town Commission was, of course, held already. Future meetings you will need to call the Town Hall to find out about.

I believe you will need to file a complaint with the City for reimbursement of prior payments. I was never given an exact number of how many were billed the same as you were. I was told maybe 50.

And yes, I was voted in for the people, by the people. I try to represent as best I can. I know I cannot please everyone.

I will find out who/where you need to file paperwork.

Barbara Felde

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2013

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
12/06/2012	03/12/2013	66	82	16		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES	Meter Base Charge		10.50
	Water Usage Charge	16	20.80
	Sewer Only Meter Charge		
	Sewer Deduct Meter Charge		
	Miscellaneous Water Charge		
	Additional Water Charge		
	Water Penalty		

SPECIAL NOTES:

PUBLIC FIRE PROTECTION

SEWER CHARGES**	Public Fire Protection		7.92
------------------------	------------------------	--	------

NEW Pay Online or by Phone!
 Visit www.SheboyganWater.org or
 call 1-877-885-7968 to make your
 payment. Customer is responsible
 for fees.

	Sewer Base Charge		
	Sewer Usage Charge		
	Miscellaneous Sewer Charge		
	Sewer Penalty		

-OFFICE HOURS-
 Monday - Thursday 7:30 - 4:00
 Friday 7:30-2:30

GARBAGE FEE**

	Garbage Fee		15.00
	Garbage Penalty		
	Current Charges		54.22
	Previous Balance		
	Payments		
	Account Balance		54.22
	Amount After Due Date:		55.90

**Note: Charges are collected by Water Utility for
 City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				62.67
SP				

**FORWARDING SERVICE
 REQUESTED**
 SERVICE ADDRESS



UNITED STATES POSTAGE
 FITNEY BOWES
 02 1P \$ 000.33⁰
 0003180659 MAR 28 2013
 MAILED FROM ZIP CODE 53081

AMOUNT DUE	60.77
AFTER DUE DATE PAY	62.59
SERVICE FROM-TO	01/01/13 03/31/13

SEE BACK FOR EXPLANATIONS

Previous Balance
 The 2012 Consumer Confidence Report can be viewed at
www.townofsheboygan.org or request a copy at the Town Hall.
 3918 N 29th St

1.90 -

DUE DATE	04/20/2013
BILLING DATE	03/27/2013
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

DETACH HERE →

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 07/20/2013

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
03/12/2013	06/05/2013	82	97	15		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES			
Meter Base Charge			10.50
Water Usage Charge		15	19.50
Sewer Only Meter Charge			
Sewer Deduct Meter Charge			
Miscellaneous Water Charge			
Additional Water Charge			
Water Penalty			

PUBLIC FIRE PROTECTION

Public Fire Protection	7.92
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SEWER CHARGES**

Sewer Base Charge	
Sewer Usage Charge	
Miscellaneous Sewer Charge	
Sewer Penalty	

SPECIAL NOTES:
 Pay Online or by Phone!
 Visit www.SheboyganWater.org or call 1-877-885-7968 to make your payment. Customer is responsible for fees.

Auto Pay Service Application available online at www.SheboyganWater.org or the Utility office.
 Sign up for this FREE service today!

-OFFICE HOURS-
 Monday - Thursday 7:30 - 4:00
 Friday 7:30-2:30

GARBAGE FEE**

Garbage Fee	15.00
Garbage Penalty	
Current Charges	52.92
Previous Balance Payments	
Account Balance	52.92
Amount After Due Date:	54.56



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees

**Note: Charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN 1512 NORTH 40TH STREET SHEBOYGAN, WI 53081 920-451-2320		CODE		READINGS		USAGE	AMOUNT
		PREVIOUS		CURRENT			
FORWARDING SERVICE REQUESTED		CC					62.67
SERVICE ADDRESS		SP					
						02 1P 0003180659 JUN 27 2013 MAILED FROM ZIP CODE 53081	
						DUE DATE 07/20/2013 BILLING DATE 06/26/2013 ACCOUNT NO. 657719.00.00 SERVICE TYPE Residential - City	
DETACH HERE →	AMOUNT DUE	Previous Balance					
	62.67	Please pay your utility bill by July 20, 2013 to avoid a late fee. For your convenience, there is a drop box located in front of the Town Hall. Thank you!					
	AFTER DUE DATE PAY	3918 N 29th St					
	64.55	SEE BACK FOR EXPLANATIONS					
	SERVICE FROM-TO						
	04/01/13 06/30/13						

Sheboygan Water Utility
 72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800

Account Number: 22-515-00-00
Customer Name: PHILIP VANDER WEELE
Service Address: 3918 N 29TH ST
Due Date: 10/20/2013

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
06/05/2013	09/06/2013	97	111	14		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES	Description	Usage	Amount
	Meter Base Charge		10.50
	Water Usage Charge	14	18.20
	Sewer Only Meter Charge		
	Sewer Deduct Meter Charge		
	Miscellaneous Water Charge		
	Additional Water Charge		
	Water Penalty		

PUBLIC FIRE PROTECTION

	Public Fire Protection		7.92
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SEWER CHARGES**

	Sewer Base Charge		
	Sewer Usage Charge		
	Miscellaneous Sewer Charge		
	Sewer Penalty		

SPECIAL NOTES:

Pay Online or by Phone!
 Visit www.SheboyganWater.org or
 call 1-877-885-7968 to make your
 payment. Customer is responsible
 for fees.

Auto Pay Service Application availabl
 online at www.SheboyganWater.org o
 at the Utility office.
 Sign up for this FREE service today!

Residential Customers Receive
 a 15% Sewer Charge Reduction

GARBAGE FEE**

	Garbage Fee	15.00
	Garbage Penalty	
	Current Charges	51.62
	Previous Balance	
	Payments	
	Account Balance	51.62
	Amount After Due Date:	53.22



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees

**Note: Charges are collected by Water Utility for
 City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

**FORWARDING SERVICE
 REQUESTED**
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				62.67
SP				



UNITED STATES POSTAGE
 PITNEY BOWES
 02 1P \$ 000.330
 0003180659 SEP 30 2013
 MAILED FROM ZIP CODE 53081

AMOUNT DUE	62.67
AFTER DUE DATE PAY	64.55
SERVICE FROM TO	07/01/13 09/30/13

Previous Balance

Please pay your utility bill by Oct 20, 2013 to avoid a late fee. For your
 convenience, there is a drop box located in front of the Town Hall. Thank you!

3918 N 29th St

10/20/2013
09/30/2013
659719.00.00
SERVICE TYPE Residential - City

DETACH HERE →

SEE BACK FOR EXPLANATIONS

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2014

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
09/06/2013	12/05/2013	111	129	18		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES	Meter Base Charge		10.50
	Water Usage Charge	18	23.40
	Sewer Only Meter Charge		
	Sewer Deduct Meter Charge		
	Miscellaneous Water Charge		
	Additional Water Charge		
	Water Penalty		
PUBLIC FIRE PROTECTION	Public Fire Protection		7.92
SEWER CHARGES**	Sewer Base Charge		
	Sewer Usage Charge		
	Miscellaneous Sewer Charge		
	Sewer Penalty		

SPECIAL NOTES:

- * Auto Pay is Free When You Sign Up Directly with The Sheboygan Water Utility!
- * To Sign Up for This Free Service: * Email the Utility at CustomerService@sheboyganwater.org Or
- * Visit SheboyganWater.Org/AutoPay to Print the Application.

Please Note: When you sign up for Auto Pay through Payment Service Network, our Online Payment Processor, normal service fees apply. When you sign up with the Utility Directly, the Service is Free!



Smart Phone Users
Pay Your Bill Online!

*Customer responsible for fees



GARBAGE FEE**

Garbage Fee	15.00
Garbage Penalty	
Current Charges	56.82
Previous Balance Payments	
Account Balance	56.82
Amount After Due Date:	58.57

**Note: Charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				62.67
SP				



UNITED STATES POSTAGE
 62.67
 PITNEY BOWES
 02 1P
 \$ 000.33⁰⁰
 0003180659 DEC 30 2013
 MAILED FROM ZIP CODE 53081

AMOUNT DUE	62.67
AFTER DUE DATE PAY:	64.55
SERVICE FROM-TO	10/01/13 12/31/13

Previous Balance

Please pay your utility bill by Jan. 20, 2014 to avoid a late fee. For your convenience, there is a drop box located in front of the Town Hall. Thank you!

3918 N 29th St

DUE DATE	01/20/2014
BILLING DATE	12/30/2013
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

DETACH HERE →

SEE BACK FOR EXPLANATIONS

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2014

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
12/05/2013	03/12/2014	129	146	17		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES			
Meter Base Charge			10.90
Water Usage Charge	17		22.61
Sewer Only Meter Charge			
Sewer Deduct Meter Charge			
Miscellaneous Water Charge			
Additional Water Charge			
Water Penalty			

PUBLIC FIRE PROTECTION

Public Fire Protection			7.92
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SEWER CHARGES**

Sewer Base Charge			
Sewer Usage Charge			
Miscellaneous Sewer Charge			
Sewer Penalty			

SPECIAL NOTES:

New Water Rates as of 03/01/2014.
 View Current Rates at
 SheboyganWater.Org.

Simplify and Manage your Utility Account
 at SheboyganWater.org!
 Here you can Opt Out of Receiving Paper
 Statements and Enroll in FREE, Convenient
 Auto Pay!

GARBAGE FEE**

Garbage Fee			15.00
Garbage Penalty			
Current Charges			56.43
Previous Balance			
Payments			

Account Balance			56.43
Amount After Due Date:			58.17



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



**Note: Charges are collected by Water Utility for
 City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				65.18
SP				



UNITED STATES POSTAGE
 FITNEY BOWES
 02 1P
 \$ 000.340
 00031.80659 MAR 27 2014
 MAILED FROM ZIP CODE 53081

AMOUNT DUE	63.30
AFTER DUE DATE PAY	65.20
SERVICE FROM-TO	01/01/14 03/31/14

Previous Balance 1.88 -
 Please pay your utility bill by April 20, 2014 to avoid a late fee. For your convenience, there is a drop box located in front of the Town Hall. Thank you!

3918 N 29th St

DUE DATE	04/20/2014
BILLING DATE	03/27/2014
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

DETACH HERE

SEE BACK FOR EXPLANATIONS

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 07/20/2014

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
03/12/2014	06/10/2014	146	160	14		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES	Amount
Meter Base Charge	11.70
Water Usage Charge	14 19.32
Sewer Only Meter Charge	
Sewer Deduct Meter Charge	
Miscellaneous Water Charge	
Additional Water Charge	
Water Penalty	

SPECIAL NOTES:

Simplify and Manage your Utility Account at SheboyganWater.org!
 Here you can Opt Out of Receiving Paper Statements and Enroll in FREE, Convenient Auto Pay!

PUBLIC FIRE PROTECTION

Public Fire Protection	7.92
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SEWER CHARGES**

Sewer Base Charge
 Sewer Usage Charge
 Miscellaneous Sewer Charge
 Sewer Penalty

GARBAGE FEE**

Garbage Fee	51.00
Garbage Penalty	
Current Charges	53.94
Previous Balance Payments	

Account Balance 53.94
 Amount After Due Date: 55.61



Smart Phone Users
 Pay Your Bill Online!
 *Customer responsible for fees



**Note: Charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE **65.18**
AFTER DUE DATE PAY
 67.14
 SERVICE FROM-TO
 06/10/14 06/30/14

SEE BACK FOR EXPLANATIONS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				65.18
SP				

Previous Balance

You can receive a copy of the 2013 Consumer Confidence Report at the Town Hall visit our website: www.townofsheboygan.org

UNITED STATES POSTAGE
 65.18

65.18

02 1P
 0003180659
 MAILED FROM ZIP CODE 53081

657719.00.00

RESIDENTIAL - CITY

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 10/20/2014

Meter Detail Information

Service Dates		Meter Readings		Usage	Amount	Description
Previous	Current	Previous	Current	100/cf		
06/10/2014	09/05/2014	160	175	15		Water Usage Sewer Only Usage Sewer Deduct Usage

MUNICIPAL SERVICE CHARGES

WATER CHARGES	Meter Base Charge		11.70
	Water Usage Charge	15	20.70
	Sewer Only Meter Charge		
	Sewer Deduct Meter Charge		
	Miscellaneous Water Charge		
	Additional Water Charge		
	Water Penalty		

SPECIAL NOTES:

Simplify and Manage Your Utility Account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE, Convenient Auto Pay!

Residential customers receive a 12% sewer charge reduction.

PUBLIC FIRE PROTECTION

SEWER CHARGES**	Public Fire Protection		7.92
------------------------	------------------------	--	------

	Sewer Base Charge		
	Sewer Usage Charge		
	Miscellaneous Sewer Charge		
	Sewer Penalty		

GARBAGE FEE**

	Garbage Fee		15.00
	Garbage Penalty		
	Current Charges		55.32
	Previous Balance Payments		
	Account Balance		55.32
	Amount After Due Date:		57.03



Smart Phone Users
Pay Your Bill Online!

*Customer responsible for fees

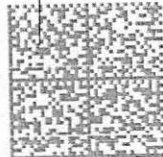


**Note: Charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				65.18
SP				



UNITED STATES POSTAL SERVICE
 PITNEY BOWES
 02 1P
 0003180659 SEP 30 2014
 MAILED FROM ZIP CODE 53081

DUE DATE	10/20/2014
BILLING DATE	09/30/2014
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

DETACH HERE →	AMOUNT DUE	65.18
	AMOUNT DUE DATE PAY	67.14
	SERVICE FROM-TO	07/01/14 09/30/14

SEE BACK FOR EXPLANATIONS

Previous Balance

Please pay your utility bill by Oct 20 to avoid a late fee. There is a drop box located in the front of the Town Hall for your convenience. Thank you!

3918 N 29th St

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2015

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	09/05/2014	12/04/2014	175	191	16

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	16	22.08
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving pap statements and enroll in FREE Auto Pay!

Current Charges	56.70
Account Balance	56.70
Amount After Due Date:	58.45



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (approx).

**Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				65.18
SP				



02:1P
 0003180659
 MAILED FROM ZIP CODE 53081

\$ 000.34⁰

DEC 30 2014

01/20/2015

12/30/2014

659719.00.00

Residential - City

AMOUNT DUE
 65.18
AFTER DUE DATE PAY
 67.14
 SERVICE FROM TO
 10/01/14 12/31/14

SEE BACK FOR EXPLANATIONS

Previous Balance

Please pay your utility bill by Jan 20 to avoid a late fee. There is a drop box located in the front of the Town Hall for your convenience. Thank you!

3918 N 29th St-CITY

DETACH HERE →

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2015

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	12/04/2014	03/11/2015	191	206	15

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	15	20.70
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

Sewer rates changed January 1, 2015.

Current Charges	55.32
Account Balance	55.32
Amount After Due Date:	57.03



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN 1512 NORTH 40TH STREET SHEBOYGAN, WI 53081 920-451-2320		CODE CC SP	READINGS PREVIOUS CURRENT	USAGE	AMOUNT 67.97
FORWARDING SERVICE REQUESTED SERVICE ADDRESS		UNITED STATES POSTAGE PITNEY BOWES 02 1P \$ 000.340 0003180659 MAR 31 2015 MAILED TO			
AMOUNT DUE 67.97 AFTER DUE DATE PAY 70.01		Sewer rate change takes effect April 1, 2015. Visit the Town Hall for more information www.townofsheboygan.org			
SERVICE FROM-TO 01/01/15 01/31/15		Previous Balance Please pay your utility bill by Apr 20 to avoid a late fee. There is a drop box located in the front of the Town Hall for your convenience. Thank you!			
DETACH HERE ->		3918 N 29th St-CITY			
		CODE 04/20/2015		DUE DATE 04/20/2015	
		BILLING DATE 03/30/2015		BILLING DATE 03/30/2015	
		ACCOUNT NO. 657719.00.00		ACCOUNT NO. 657719.00.00	
		SERVICE TYPE Residential - City		SERVICE TYPE Residential - City	

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 07/20/2015

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	03/11/2015	06/10/2015	206	219	13

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	13	17.94
Public Fire Protection		7.92
Garbage		15.00
Current Charges		52.56
Account Balance		52.56
Amount After Due Date:		54.19

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

Sewer rates changed January 1, 2015.

Summer Hours through Labor Day.
 Monday - Thursday 7:00am - 3:30pm
 Friday 7:00am - 2:30pm



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE
67.97
AFTER DUE DATE PAY
 70.01

SERVICE FROM-TO
 04/01/15 06/30/15

CODE	HEADINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				67.97

Sewer rate change takes effect April 1, 2015. Visit the Town Hall or website for more information www.townofsheboygan.org

Previous Balance
 The 2014 Consumer Confidence Report (CCR) is available at the Town Hall or can be viewed at www.townofsheboygan.org

3918 N 29th St-CITY

UNITED STATES POSTAGE

 FITNEY BOWES
 02 1P
 \$ 000.35⁰⁰
 JUN 30 2015
 0003180659
 MAILED FROM ZIP

CODE	DUE DATE
	07/20/2015
	BILLING DATE
	06/30/2015
	ACCOUNT NO.
	657719.00.00
	SERVICE TYPE
	Residential - City

DETACH HERE

SEE BACK FOR EXPLANATION

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 10/20/2015

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	06/10/2015	09/02/2015	219	231	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	12	16.56
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

Residential bills include an 11% Sewer Charge Reduction.

Current Charges	51.18
Account Balance	51.18
Amount After Due Date:	52.77



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN 1512 NORTH 40TH STREET SHEBOYGAN, WI 53081 920-451-2320		CODE CC	READINGS PREVIOUS CURRENT	USAGE	AMOUNT 67.97
FORWARDING SERVICE REQUESTED SERVICE ADDRESS		SEE BACK FOR EXPLANATIONS		QR CODE	UNITED STATES POSTAGE PITNEY BOWES 02 1P 0003180659 MAILED FROM ZIP CODE
AMOUNT DUE 67.97 AFTER DUE DATE PAY		Previous Balance Please make your payment by Oct 20 to avoid a late fee. A drop box is located in front of the Town Hall for your convenience.		\$ 000.35 ⁰ SEP 29 2015 BILLING DATE 10/20/2015 ACCOUNT NO. 657719.00.00 SERVICE TYPE Residential - City	
DETACH HERE → SERVICE FROM-TO 07/01/15 - 09/30/15		3918 N 29th St-CITY			

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2016

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	09/02/2015	12/07/2015	231	245	14

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	14	19.32
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

Current Charges	53.94
Account Balance	53.94
Amount After Due Date:	55.61



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).

**Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC	23 DEC 15			67.97

02 1P \$ 000.35⁰
 00031 80659 DEC 29 2015
 MAILED FROM ZIP CODE 53081

DATE DUE 01/20/16

PAID DATE 12/29/2015

ACCOUNT NO. 657719.00.00

SERVICE TYPE Residential - City

Previous Balance
 Please make your payment by Jan 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

3918 N 29th St-CITY

SEE BACK FOR EXPLANATIONS

AMOUNT DUE 67.97 ✓

AFTER DUE DATE PAY 70.01

SERVICE FROM TO 10/01/15 12/31/15

DETACH HERE →

Sheboygan Water Utility
 72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2016

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	12/07/2015	03/11/2016	245	260	15

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	15	21.00
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:
 New Water and Sewer Rates as of January 1, 2016.

Current Charges	55.62
Account Balance	55.62
Amount After Due Date:	57.34



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (approx).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN 1512 NORTH 40TH STREET SHEBOYGAN, WI 53081 920-451-2320		<table border="1"> <thead> <tr> <th rowspan="2">CODE</th> <th colspan="2">READINGS</th> <th rowspan="2">USAGE</th> <th rowspan="2">AMOUNT</th> </tr> <tr> <th>PREVIOUS</th> <th>CURRENT</th> </tr> </thead> <tbody> <tr> <td>CC</td> <td></td> <td></td> <td></td> <td>70.31</td> </tr> </tbody> </table>	CODE	READINGS		USAGE	AMOUNT	PREVIOUS	CURRENT	CC				70.31
CODE	READINGS			USAGE	AMOUNT									
	PREVIOUS	CURRENT												
CC				70.31										
FORWARDING SERVICE REQUESTED SERVICE ADDRESS		UNITED STATES POSTAGE 02 1P 0003180659 MAILED FROM ZIP CODE 53081												
AMOUNT DUE 70.31 AFTER DUE DATE PAY 72.42		FITNEY BOWES \$ 000.35 ⁰ MAR 31 2016 DUE DATE 04/20/2016 BILLING DATE 03/31/2016 ACCOUNT NO. 657719.00.00 SERVICE TYPE Residential - City												
DETACH HERE	SEE BACK FOR EXPLANATION	Previous Balance Please make your payment by April 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience. 3918 N 29th St-CITY												

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 07/20/2016

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	03/11/2016	06/10/2016	260	274	14

MUNICIPAL SERVICE CHARGES**

Previous Balance
 Payments

	Usage	Amount
Quarterly Water Base		11.70
Quarterly Water Usage	14	19.60
Public Fire Protection		7.92
Garbage		15.00

\$ 23.22

SPECIAL NOTES:

Current Charges

54.22

Account Balance

54.22

Amount After Due Date:

55.90



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE
 REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				70.31

Jan 56



DETACH HERE →

AMOUNT DUE	70.31
AFTER DUE DATE PAY	72.42
SERVICE FROM-TO	04/01/16 06/30/16

Previous Balance
 This bill is due July 20. The 2015 Consumer Confidence Report (CCR) is now available at the Town Hall or on our website www.townofsheboygan.org

DUPLICATE DATE	07/20/2016
BILLING DATE	06/30/2016
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

Sheboygan Water Utility
 72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 10/20/2016

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	06/10/2016	09/08/2016	274	286	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	12	16.80
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:
 For residential customers whose residences are not equipped with deduct meters or wells, this bill includes an 11% sewer volume charge reduction.

Current Charges	51.42
Account Balance	51.42
Amount After Due Date:	53.01



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				70.31



UNITED STATES POSTAGE
 PITNEY BOWES
 02 1P \$ 000.35⁰
 0000889313 SEP 26 2016
 MAILED FROM ZIP CODE

DETACH HERE -

AMOUNT DUE	70.31
AFTER DUE DATE PAY	72.42
SERVICE FROM TO	07/01/16 09/30/16

Previous Balance
 Please make your payment by Oct 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.
 3918 N 29th St-CITY

DUE DATE	10/20/2016
BILLING DATE	09/26/2016
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2017

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	09/08/2016	12/07/2016	286	299	13

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	13	18.20
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

Current Charges	52.82
Account Balance	52.82
Amount After Due Date:	54.45



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).

**Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				70.31

UNITED STATES POSTAGE

 PITNEY BOWES
 02 1P
 0000889313 DEC 28 2016
 MAILED FROM ZIP CODE DUE DATE
 01/20/2017

\$ 000.35⁰

AMOUNT DUE
70.31

AFTER DUE DATE PAY
72.42

SERVICE FROM TO
10/01/16 12/31/16

SEE BACK FOR EXPLANATION

Previous Balance
 Please make your payment by Jan 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

3918 N 29th St-CITY

BILLING DATE
12/28/2016

ACCOUNT NO.
657719.00.00

SERVICE TYPE
Residential - City

DETACH HERE

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2017

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	12/07/2016	03/10/2017	299	314	15

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	15	21.00
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

New Sewer Rates as of January 1, 2017.

Current Charges	55.62
Account Balance	55.62
Amount After Due Date:	57.34



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN 1512 NORTH 40TH STREET SHEBOYGAN, WI 53081 920-451-2320	CODE	READINGS		USAGE	AMOUNT
	CC	PREVIOUS	CURRENT		
FORWARDING SERVICE REQUESTED SERVICE ADDRESS	AMOUNT DUE 73.10		73.10 UNITED STATES POSTAGE PITNEY BOWES 02 1P \$000.34 ⁰ 0000889313 MAR 29 2017 MAILED FROM ZIP CODE 53081		
AMOUNT DUE 73.10 AFTER DUE DATE PAY 75.29	SERVICE FROM-TO 01/01/17 03/31/17		DUE DATE 04/20/2017 BILLING DATE 03/31/2017 ACCOUNT NO. 657719.00.00 SERVICE TYPE Residential - City		
DETACH HERE →	SEE BACK FOR EXPLANATION		Previous Balance Please make your payment by April 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience. 3918 N 29th St-CITY		

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
Customer Name: PHILIP VANDER WEELE
Service Address: 3918 N 29TH ST
Due Date: 07/20/2017

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	03/10/2017	06/08/2017	314	327	13

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	13	18.20
Public Fire Protection		7.92
Garbage		15.00
Current Charges		52.82
Account Balance		52.82
Amount After Due Date:		54.45

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

Help shape Sheboygan - please take the City of Sheboygan Community Survey,
 July 3 - 23, www.sheboyganwi.gov



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE **73.10**
 AFTER DUE DATE PAY **75.29**

SERVICE FROM TO
 04/01/17 06/30/17

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				73.10

02 1P
 0000889313 JUN 29 2017
 MAILED FROM ZIP CODE 53081

\$ 000.34⁰

Previous Balance
 This bill is due July 20. The 2016 Consumer Confidence Report (CCR) is now available at the Town Hall or on our website www.townofsheboygan.org

3918 N 29th St-CITY

DUE DATE
07/20/2017

BILLING DATE
06/30/2017

ACCOUNT NO
657719.00.00

SERVICE TYPE
 Residential - City

DETACH HERE →

SEE BACK FOR EXPLANATIONS

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 10/20/2017

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	06/08/2017	09/11/2017	327	340	13

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	13	18.20
Public Fire Protection		7.92
Garbage		15.00
Current Charges		52.82
Account Balance		52.82
Amount After Due Date:		54.45

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

For residential customers, this bill includes a 14% sewer usage charge reduction.
 This reduction does not include customers who have a sewer exempt meter or well.



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE 73.10
 AFTER DUE DATE PAY 75.29
 SERVICE FROM TO 07/01/17 09/30/17

SEE BACK FOR EXPLANATIONS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				73.10
Previous Balance Please make your payment by Oct 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.				
3918 N 29th St-CITY				

Handwritten notes:
 11-14-2017
 2.19 over paid
 4.00
 12/14/17 Paid - will credit next bill

UNITED STATES POSTAGE
 FITNEY BOWES
 02 1P
 0000889313
 MAILED FROM ZIP CODE 53081
\$ 000.34⁰
 SEP 28 2017
 DUE DATE 10/20/2017
 BILLING DATE 09/28/2017
 ACCOUNT NO 657719.00.00
 SERVICE TYPE Residential - City

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2018

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	09/11/2017	12/07/2017	340	352	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	12	16.80
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at
 SheboyganWater.org!
 Here you can opt out of receiving paper
 statements and enroll in FREE Auto
 Pay!

Current Charges	51.42
Account Balance	51.42
Amount After Due Date:	53.01



Smart Phone Users
 Pay Your Bill Online!

**Customer responsible for fees*



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

RETURN BOTTOM PORTION WITH PAYMENT		ACCOUNT NO.	AMOUNT DUE
PAST DUE AFTER	AFTER DUE DATE PAY		
01/20/18	73.04	657719.00.00	70.91

657719.00.00

Philip Vander Weele

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2018

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	12/07/2017	03/12/2018	352	366	14

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.70
Quarterly Water Usage	14	19.60
Public Fire Protection		7.92
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

NEW SEWER RATES AS OF 01/01/2018

Current Charges

54.22

Account Balance

54.22

Amount After Due Date:

55.90



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



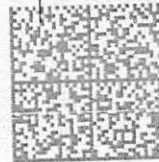
*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE 88.37
AFTER DUE DATE PAY 91.02
 SERVICE FROM-TO 01/01/18 03/31/18

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				88.37



UNITED STATES POSTAGE
 PITNEY BOWES
 02 1P \$ 000.340
 0000889313 MAR 28 2018
 MAILED FROM ZIP CODE 53081

Previous Balance

Please make your payment by April 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

3918 N 29th St-CITY

DUE DATE 04/20/2018
 BILLING DATE 03/31/2018
 ACCOUNT NO. 657719.00.00
 SERVICE TYPE Residential - City

DETACH HERE →

SEE BACK FOR EXPLANATIONS

3918 N 29th St-CITY

This bill is due July 25. The 2017 Consumer Confidence Report (CCR) is now available at the Town Hall or on our website www.townofsheboygan.org

Previous Balance

MAILED FROM ZIP CODE 0000889313 JUL 02 2018

\$ 000.340

UNITED STATES POSTAGE
88.37

TOWN OF SHEBOYGAN
1512 NORTH 40TH STREET
SHEBOYGAN, WI 53081
920-451-2000

FORWARDING SERVICE REQUESTED

SERVICE ADDRESS

SEE BACK FOR EXPLANATIONS	SERVICE FROM-TOWN 04/01/18 06/30/18 AFTER DUE DATE PAY 91.02 AMOUNT DUE 88.37
----------------------------------	---

DETACH HERE →

Residential - City	ACCOUNT NO. 657719.00.00	BILLING DATE 06/30/2018	DUE DATE 07/25/2018
--------------------	--------------------------	-------------------------	---------------------

Retain Bottom Portion For Your Records

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 07/20/2018

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	03/12/2018	06/07/2018	366	379	13

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		11.00
Quarterly Water Usage	13	19.11
Public Fire Protection		8.32
Garbage		15.00

OK #2169

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!
 Here you can opt out of receiving paper statements and enroll in FREE Auto Pay!

NEW WATER RATES AS OF 5/1/18

Current Charges	54.33	
Account Balance	54.33	
Amount After Due Date:	56.01	



Smart Phone Users
Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (approx).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 10/20/2018

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	06/07/2018	09/11/2018	379	391	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	12	18.00
Public Fire Protection		8.52
Garbage		15.00

SPECIAL NOTES:

Manage your utility account at SheboyganWater.org!

New water rates as of 5/1/18.

For residential customers, this bill includes a 13% sewer usage charge reduction.

This reduction does not include customers who have a sewer exempt meter or well.

Current Charges	53.52
Account Balance	53.52
Amount After Due Date:	55.18



Smart Phone Users
Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
1512 NORTH 40TH STREET
SHEBOYGAN, WI 53081
920-451-2320

FORWARDING SERVICE REQUESTED

SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				88.37

88.37

Previous Balance

Please make your payment by Oct 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

3918 N 29th St-CITY

88.37

\$ 000.34⁰

02 1P
0000889313
MAILED FROM ZIP CODE 53081

SEP 27 2018

SEE BACK FOR EXPLANATIONS

AMOUNT DUE **88.37**

AFTER DUE DATE PAY 91.02

SERVICE FROM TO 07/01/18 09/30/18

DUE DATE 10/20/2018

BILLING DATE 09/27/2018

ACCOUNT NO. 657719.00.00

SERVICE TYPE Residential - City

DETACH HERE →

Retain Bottom Portion For Your Records

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2019

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	09/11/2018	12/10/2018	391	403	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	12	18.00
Public Fire Protection		8.52
Garbage		15.00

SPECIAL NOTES:

Season's Greetings and Best Wishes
 in the New Year from the Sheboygan
 Water Utility!

Current Charges	53.52
Account Balance	53.52
Amount After Due Date:	55.18



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE
 REQUESTED
 SERVICE ADDRESS

AMOUNT DUE
 88.37
 AFTER DUE DATE PAY

SEE BACK
 EXPLANATION

CODE
 CC

READINGS
 PREVIOUS | CURRENT

USAGE

AMOUNT
 88.37

02 1P \$000.350
 0000889313 DEC 28 2018
 MAILED FROM ZIP CODE 53081

DUE DATE
 01/20/2019

BILLING DATE
 12/27/2018

ACCOUNT NO.
 657719.00.00

SERVICE TYPE
 Residential

Previous Balance
 Please make your payment by Jan 20 to avoid a late fee. A drop box is located in
 the front of the Town Hall for your convenience.

*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (approx).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

Retain Bottom Portion For Your Records

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2019

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	12/10/2018	03/04/2019	403	413	10

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	10	15.00
Public Fire Protection		8.52
Garbage		15.00

53.52
1045
7/27/19

SPECIAL NOTES:
 NEW SEWER RATES AS OF
 JANUARY 01, 2019

2nd time
4/15/2019
Called Steve Joseph
920-34404


Current Charges	50.52
Account Balance	50.52
Amount After Due Date:	52.09

*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

98837



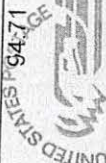
Smart Phone Users
 Pay Your Bill Online!

**Customer responsible for fees*

SEE BACK FOR EXPLANATION

AMOUNT DUE 94.71
 AFTER DUE DATE PAY 97.55

DETACH HERE



02 1P \$000.350
 0000889313 MAR 28 2019
 MAILED FROM ZIP CODE 53081

PREVIOUS BALANCE
 Please make your payment by Apr 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

920 N. 29TH ST. CITY

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 07/20/2019

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	03/04/2019	06/05/2019	413	424	11

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	11	16.50
Public Fire Protection		8.52
Garbage		15.00

SPECIAL NOTES:
 Manage your utility account at
 SheboyganWater.org!

Current Charges	52.02
Account Balance	52.02
Amount After Due Date:	53.63



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



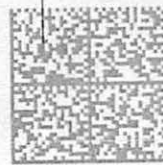
*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (approx).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE
94.71
 AFTER DUE DATE PAY
97.55
 SERVICE FROM-TO
 04/01/19 06/30/19

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				94.71



UNITED STATES POST
 PITNEY BOWES
 02 1P
 0000889313 JUN 27 2019
 MAILED FROM ZIP CODE 53081

\$ 000.35⁰

DUE DATE
07/20/2019
 BILLING DATE
06/30/2019
 ACCOUNT NO.
657719.00.00
 SERVICE TYPE
 Residential - City

Previous Balance
 This bill is due July 20. The 2018 Consumer Confidence Report (CCR) is now available at the Town Hall or on our website www.townofsheboygan.org

3918 N 29th St-CITY

DETACH HERE

SEE BACK FOR EXPLANATIONS

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 10/20/2019

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage
		Previous	Current	Previous	Current	100/cf*
92184133	Quarterly Water Reading	06/05/2019	09/06/2019	424	434	10

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	10	15.00
Public Fire Protection		8.52
Garbage		15.00

SPECIAL NOTES:

For residential customers, this bill includes a 9% sewer usage charge reduction. This reduction does not include customers who have a sewer exempt meter or well.

Current Charges	50.52
Account Balance	50.52
Amount After Due Date:	52.09



Smart Phone Users
Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).

**Sewer and garbage charges are collected by Water Utility for City Public Works Department 920-459-3440

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

DETACH HERE

AMOUNT DUE	94.71
AMOUNT DUE DATE PAY	09/30
PERIOD FROM TO	07/01/19 - 09/30/19

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				94.71
				Previous Balance

Please make your payment by Oct 22 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

3918 N 29th St-CITY



UNITED STATES POSTAGE
 FITNEY BOWES
 02 1P \$ 000.350
 0000889313 OCT 01 2019
 MAILED FROM ZIP CODE 53081

10/22/2019
09/30/2019
657.19.00.00
RESIDENTIAL

Retain Bottom Portion For Your Records

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 01/20/2020

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	09/06/2019	12/06/2019	434	446	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	12	18.00
Public Fire Protection		8.52
Garbage		15.00
Current Charges		53.52
Account Balance		53.52
Amount After Due Date:		55.18

SPECIAL NOTES:

Recycling fee of \$12.00 per residential unit, per quarter, starts 01/01/2020.
 Sheboygandpw.com or call 920-459-3440 for more information.



Smart Phone Users
 Pay Your Bill Online!

*Customer responsible for fees



ACCOUNT NO
657719.00.00

SERVICE TYPE
Residential - City

BILLING DATE
12/30/2019

DUE DATE
01/20/2020

AMOUNT DUE
94.71

AFTER DUE DATE PAY
97.55

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT \$ 000.350
 02 1P
 0000889313 DEC 30 2019
 MAILED FROM ZIP CODE 53081

READINGS
 PREVIOUS 434
 CURRENT 446

USAGE

AMOUNT
 94.71

Previous Balance
 Please make your payment by Jan 20 to avoid a late fee. A drop box is located in the front of the Town Hall for your convenience.

SEE BACK EXPLANATI
 DETACH HEF

*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (approx).
 **Sewer and garbage charges are collected by Water Utility for City Public Works Department 920-459-3440

Sheboygan Water Utility

72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
 Customer Name: PHILIP VANDER WEELE
 Service Address: 3918 N 29TH ST
 Due Date: 04/20/2020

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	12/06/2019	03/05/2020	446	458	12

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	12	18.00
Public Fire Protection		8.52
Garbage		15.00
Recycling		12.00
Current Charges		65.52
Account Balance		65.52

A-1-2020 Sewer charge \$69.77 N.H. S/HK per

SPECIAL NOTE:

Due to the State Public Health Emergency, and as allowed by Governor Evers Emergency Order #11, no late fee will be assessed if this bill is paid after the due date.

OTHER NOTES:

Recycling fee of \$12.00 per residential unit, per quarter, starts 01/01/2020. Sheboygandpw.com or call 920-459-3440 for more information. New sewer rates as of 01/01/2020.



Smart Phone Users
Pay Your Bill Online!

*Customer responsible for fees



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).

**Sewer, recycling, and garbage charges are collected by Water Utility for City Public Works Department 920-459-3440.

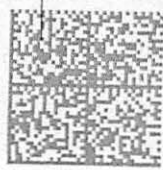
TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

AMOUNT DUE	91.50
AFTER DUE DATE PAY	94.25
SERVICE FROM-TO	01/01/20 03/31/20

SEE BACK FOR EXPLANATIONS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				91.50



UNITED STATES POSTAGE
 02 1P
 0000889313
 MAR 31 2020
 MAILED FROM ZIP CODE 53081

\$ 000.35⁰

DUE DATE	04/20/2020
BILLING DATE	03/31/2020
ACCOUNT NO.	657719.00.00
SERVICE TYPE	Residential - City

Previous Balance
 NO In-Office Payments Allowed. Please Make Payment in Town Drop Box, by Mail or On-Line with Your Bank. Thank You!

3918 N 29th St-CITY

DETACH HERE →

Sheboygan Water Utility
 72 Park Ave - Sheboygan WI 53081
 Phone 920-459-3800
 www.sheboyganwater.org

Account Number: 22-515-00-00
Customer Name: PHILIP VANDER WEELE
Service Address: 3918 N 29TH ST
Due Date: 07/20/2020

Meter Detail Information

Meter ID	Description	Service Dates		Meter Readings		Usage 100/cf*
		Previous	Current	Previous	Current	
92184133	Quarterly Water Reading	03/05/2020	06/04/2020	458	471	13

MUNICIPAL SERVICE CHARGES**

	Usage	Amount
Previous Balance		
Payments		
Quarterly Water Base		12.00
Quarterly Water Usage	13	19.50
Public Fire Protection		8.52
Garbage		15.00
Recycling		12.00

SPECIAL NOTE:

Due to the State Public Health Emergency, and as allowed by Governor Evers Emergency Order #111, no late fee will be assessed if this bill is paid after the due date.

OTHER NOTES:

Any questions regarding Recycling/Garbage fees please contact sheboygandpw.com or call 920-459-3440

Current Charges

67.02

Account Balance

67.02

Amount After Due Date:

NO PENALTY IF PAID AFTER DUE DATE

*Customer responsible for fees



Smart Phone Users
Pay Your Bill Online!



*Water and Sewer usage is billed in 100/cf. Note: 100/cf = 748 Gallons (aprox).

TOWN OF SHEBOYGAN
 1512 NORTH 40TH STREET
 SHEBOYGAN, WI 53081
 920-451-2320

FORWARDING SERVICE REQUESTED
 SERVICE ADDRESS

CODE	READINGS		USAGE	AMOUNT
	PREVIOUS	CURRENT		
CC				91.50

UNITED STATES POSTAGE

 02 1P
 0000889313
 MAILED FROM ZIP CODE 53081

\$ 000.350
 JUN 29 2020

Previous Balance
 This bill is due July 20. The 2019 Consumer Confidence Report (CCR) is now available at the Town Hall or on our website www.townofsheboygan.org

3918 N 29th St-CITY

07/20/2020
 06/29/2020
 657719.00.00
 RESIDENTIAL CITY

AMOUNT DUE 91.50
 AFTER DUE DATE PAY 94.25
 04/01/20 FROM 06/30/20

SEE BACK FOR EXPLANATIONS

DETACH HERE →

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 17, 2020.

Your Committee to whom was referred pursuant to R. O. No. 33-20-21 by
City Clerk submitting various license applications; recommends denying
Beverage Operator License application No. 3244 (Koke D. Mailo-Podewils) due
to his ineligibility for the license and his failure to cooperate with staff
for the committee.

_____ 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 LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 17, 2020.

Your Committee to whom was referred R. O. No. 39-20-21 by City Clerk submitting various license applications; recommends granting the following license application with caveat (*):

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3270	Gilbertson, Dylan D.	1216 N. 29 th Street

*Grant with warning to avoid further unlawful activity related to the license activity

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3283	Roland, Eric	1204 Parkwood Boulevard #F
3263	Schaeve, Jessica L.	919 Wisconsin Avenue #404

_____	_____
_____	_____
_____	_____

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. 39 - 20 - 21. By CITY CLERK. July 20, 2020.

Submitting various license applications for the period ending December 31, 2020, June 30, 2021, and June 30, 2022.

City Clerk

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
2581	Bayer, Devin J.	515 S. 15 th Street
3286	De Luna Alberto, Manuel	1801 N. 10 th Street
3270	Gilbertson, Dylan D.	1216 N. 29 th Street
3265	Gulseth, Spencer M.	1422 N. 8 th Street, Manitowoc
3285	Heidemann, Gina A.	2510 N. 10 th Street
3264	Herrera, Christopher	1423 Michigan Avenue Apt. A
1519	Joshi, Bashudev	1418 Wisconsin Avenue
2362	Justinger, Kevin L.	932 Ontario Avenue
1224	Keil, Andrew K.	2532 Elizabeth Street
2556	Kloppenborg, Ryan A.	620 S. 8 th Street Apt. 3
2522	Mercer, Betsy J.	1630 N. 7 th Street
2661	Purtell, Shawn S.	4730 Moening Road
2713	Rodriguez, Josefina	1510 Indiana Avenue
1285	Roehre, Hayley L.	64 West Street, Elkhart Lake
3269	Schmitt, Emily P.	518 Cloverdale Lane, Plymouth
0661	Vanic, Patrick R.	1205 Stonebridge Dr, Howards Grove
7260	Wagner, Jon F.	1317A N. 29 th Street

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1337	Sheboygan Elks Lodge #299	1943 Erie Avenue - One day event 8/15/20 to include patio/grass south of building-directly behind in addition to current premises.

AUPS
 7-29-20
 Hold # 3270 (Gilbertson)
 #3283 (Balano)
 #3263 (Schaeve)
 Grant warning # 3269 (Schmitt)
 Grant # 1519 (fix name)
 Grant # 3457 (correct update
 premise description)

 # 3270 Grant with warning.
 # 3283 + # 3263 grant.
 8-12-20

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3266	Fischer, Christopher L.	1007 School Avenue Apt. 8
3283	Roland, Eric	1204 Parkwood Boulevard #F
3263	Schaeve, Jessica L.	919 Wisconsin Avenue #404
2994	Warne, Cearra R.	1012 Lincoln Avenue

CLASS "A" BEER LICENSE (June 30, 2021) (NEW)

<u>No.</u>	<u>Name</u>	<u>Address</u>
3457	Kasturi Marketing LLC (Harbor Petro I)	905 Indiana Avenue

~~VI~~

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 17, 2020.

Your Committee to whom was referred R. O. No. 47-20-21 by City Clerk submitting various license applications; recommends granting the following license application with caveats (*) (**):

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3297	Blandin, Kevin L.	541 S. Pier Drive
3298	Hall, David II	606 St. Clair Avenue #309
3288	Hammes, Paul E.	N3234 Blueberry Lane, Waldo
2478	Higgins, Destin M.	1134 Logan Avenue
3299	Kelling, Elizabeth C.	2623 Enterprise Drive
1000	Kraus, Terrance J.	1636 Superior Avenue
1038	Landwehr, Amanda L.	3427 Lakeshore Road Apt. 1H
3301	Lindemann, Hope R.	528 Ontario Avenue
3303	Mason, Kathryn	414 Center Avenue
8963	Nitsch, Ralph J.	3833 S. 18 th Street
3292	Ramos, Savannah C.	16226 Lax Chapel Road, Kiel
2063	Rupple, David M.	N4442 Van Treeck Tr., Sheb. Falls
3302	Schmitt, Amanda	1507 S. 8 th Street
3290	Tipping, Clarissa J.	3430 S. 12 th Street
8969	Unhold, Franz V.	4433 S. 8 th Street
0518	Van De Loo, Cory J.	1529 N. 10 th Street
0816	Wakefield, Jeffrey M.	336 Superior Avenue
1902	Woelffer, Margo M.	85 Lincoln Avenue

CHANGE OF AGENT

Joshua Levanduski will be replacing Emily Martin effective immediately for Rewind located at 1002 Michigan Avenue.

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3404	Sheboygan Scenic Bar	1635 Indiana Ave - current premises description to include north and west side of building for sidewalk café.
**2943	Superior Bar and Grill	2607 Superior Ave - six day event held 8/18/20-08/23/20 to include current premises and outside area north parking lot (Harley Davidson Parking).

SIDEWALK CAFÉ LICENSE (NEW) (April 14, 2021)

<u>No.</u>	<u>Name</u>	<u>Address</u>
*3404	Sheboygan Scenic Bar	1635 Indiana Avenue

*Grant contingent upon amending plan to ensure a five-foot ADA aisle throughout and amending the premises description.

**Grant contingent upon clarification of the premises description to ensure continuity.

Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE. August 17, 2020.

Your Committee to whom was referred pursuant to DIRECT REFERRAL R. O. No. 48-20-21 by City Clerk submitting various license applications; recommends granting the following application:

CHANGE OF PREMISE

<u>No.</u>	<u>Name</u>	<u>Address</u>
1089	Daves Whos Inn	835 Indiana Avenue - One day event to be held 8/29/20 to include current premises description and east and south parking lot.

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 LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 17, 2020.

Your Committee to whom was referred DIRECT REFERRAL R. O. No. 49-20-21
by City Clerk submitting a license application; recommends granting the
application.

_____ 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 LICENSING, HEARINGS, AND PUBLIC SAFETY COMMITTEE

R. O. No. 49 - 20 - 21. By CITY CLERK. August 12, 2020.

Submitting license applications.

City Clerk

CHANGE OF PREMISES

<u>No.</u>	<u>Name</u>	<u>Address</u>
2921	The Walkabout	2401 Calumet Drive - Multi day event 8/21/20-09/12/20 to include current premises description including the area to north west of building in front of garage and garage area.

LYPS
grant.

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred Res. No. 64-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Refunding Bonds; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 64 - 20 - 21. By Alderpersons Donohue and Bohren.
August 3, 2020.

A RESOLUTION authorizing the appropriate City Officials to execute an engagement letter with Quarles & Brady LLP to serve as bond counsel with regard to General Obligation Refunding Bonds.

RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached engagement letter with Quarles & Brady LLP to serve as bond counsel for the City of Sheboygan regarding the issuance of \$4,610,000 in General Obligation Refunding Bonds, Series 2020C.

FAP

Mylynn Bohren

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



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

July 29, 2020

VIA EMAIL

Ms. Meredith DeBruin
City Clerk
City of Sheboygan
City Hall
828 Center Avenue
Sheboygan, WI 53081-4442

Scope of Engagement Re: Proposed Issuance of \$4,610,000 City of Sheboygan (the "City") General Obligation Refunding Bonds, Series 2020C (the "Securities")

Dear Ms. DeBruin:

We are pleased to be working with you again as the City's bond counsel. Thank you for your confidence in us.

The purpose of this letter is to set forth the role we propose to serve and responsibilities we propose to assume as bond counsel in connection with the issuance of the above-referenced Securities. If you have any questions about this letter or the services we will provide, or if you would like to discuss modifications, please contact me.

Role of Bond Counsel

Our bond counsel engagement is a limited, special counsel engagement. Bond counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of municipal obligations. If you desire additional information about the role of bond counsel, we would be happy to provide you with a copy of a brochure prepared by the National Association of Bond Lawyers.

As bond counsel we will: examine applicable law; prepare authorizing and closing documents; consult with the parties to the transaction, including the City's financial advisor or underwriter or placement agent, prior to the issuance of the Securities; review certified proceedings; and undertake such additional duties as we deem necessary to render the bond counsel opinion described below. As bond counsel, we do not advocate the interests of the City or any other party to the transaction. We assume that the parties to the transaction will retain

such counsel as they deem necessary and appropriate to represent their interests in this transaction.

Subject to the completion of proceedings to our satisfaction, we will render our opinion that:

- 1) the Securities are valid and binding general obligations of the City;
- 2) all taxable property in the territory of the City is subject to ad valorem taxation without limitation as to rate or amount to pay the Securities; and
- 3) the interest paid on the Securities will be excludable from gross income for federal income tax purposes (subject to certain limitations which may be expressed in the opinion).

The bond counsel opinion will be executed and delivered by us in written form on the date the Securities are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date.

Upon delivery of the opinion, our responsibilities as bond counsel will be concluded with respect to this financing; specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide any post-closing compliance services including any assistance with the City's continuing disclosure commitment, ongoing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Securities will continue to be excluded from gross income for federal income tax purposes, or participating in an Internal Revenue Service, Securities Exchange Commission or other regulatory body survey or investigation regarding or audit of the Securities.

In rendering the opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation.

The services we will provide under this engagement are strictly limited to legal services. We are neither qualified nor engaged to provide financial advice and we will make no representation about the desirability of the proposed plan of finance, the feasibility of the projects financed or refinanced by the Securities, or any related matters.

Diversity of Practice; Consent to Unrelated Engagements

Because of the diversity of practice of our firm, members of our firm other than those who serve you may be asked to represent other clients who have dealings with the City regarding such matters as zoning, licensing, land division, real estate, property tax or other matters which are unrelated to our bond counsel work. Ethical requirements sometimes dictate that we obtain the City's consent to such situations even though our service to you is limited to the specialized

area of bond counsel. We do not represent you in legal matters regularly, although we may be called upon for special representation occasionally, and our bond counsel work does not usually provide us information that will be disadvantageous to you in other representations. We do not believe that such representations of others would adversely affect our relationship with you, and we have found that local governments generally are agreeable to the type of unrelated representation described above. We would like to have an understanding with you that the City consents to our firm undertaking representations of this type. Your approval of this letter will serve to confirm that the City has no objection to our representation of other clients who have dealings with the City, unrelated to the borrowing and finance area or any other area in which we have agreed to serve it. If you have any questions or would like to discuss this consent further, please call us.

We also want to advise you that from time to time we represent underwriters and purchasers of municipal obligations, as well as other bond market participants. In past transactions or matters that are not related to the issuance of the Securities and our role as bond counsel, we may have served as counsel to the financial institution that has or will underwrite, purchase or place the Securities or that is serving as the City's financial advisor. We may also be asked to represent financial institutions and other market participants, including the underwriter, purchaser or placement agent of the Securities or the City's financial advisor, in future transactions or matters that are not related to the issuance of the Securities or our role as bond counsel. By engaging our services under the terms of this letter, the City consents to our firm undertaking representations of this type.

A form of our opinion and a form of a Continuing Disclosure Certificate (which we may prepare) may be included in the Official Statement or other disclosure document for the Securities. However, as bond counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or other disclosure document with respect to the Securities, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. If an Official Statement or other disclosure document is prepared and adopted or approved by the City, we will either prepare or review any description therein of: (i) Wisconsin and federal law pertinent to the validity of the Securities and the tax treatment of interest paid thereon and (ii) our opinion.

Fees

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing, (ii) the duties we will undertake pursuant to this letter, (iii) the time we anticipate devoting to the financing, and (iv) the responsibilities we assume, we estimate that our fee will be \$11,000. Such fee and expenses may vary: (i) if the principal amount of Securities actually issued differs significantly from the amount stated above, (ii) if material changes in the structure of the financing occur, or (iii) if unusual or unforeseen circumstances arise which require a significant increase in our time, expenses or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will consult with you. It is our understanding that our fee will be paid out of proceeds of the Securities at Closing.

If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our normal hourly rates for time actually spent, plus out-of-pocket expenses. Our fee is usually paid either at the Closing out of proceeds of the Securities or pursuant to a statement rendered shortly thereafter. We customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing.

Terms of Engagement

Either the City or Quarles & Brady may terminate the engagement at any time for any reason by written notice, subject on our part to applicable rules of professional conduct. If the City terminates our services, the City is responsible for promptly paying us for all fees, charges, and expenses incurred before the date we receive termination. We reserve the right to withdraw from representing the City if, among other things, the City fails to honor the terms of this engagement letter – including the City's failing to pay our bills, the City's failing to cooperate or follow our advice on a material matter, or our becoming aware of any fact or circumstance that would, in our view, render our continuing representation unlawful or unethical.

Unless previously terminated, our representation will terminate when we send to the City (or its representative) our final bill for services rendered. If the City requests, we will promptly return the City's original papers and property to you, consistent with our need to ensure payment of any outstanding bills. We may retain copies of the documents. We will keep our own files, including attorney work product, pertaining to our representation of the City. For various reasons, including the minimization of unnecessary storage expenses, we may destroy or otherwise dispose of documents and materials a reasonable time after termination of the engagement.

City Responsibilities

We will provide legal counsel and assistance to the City in accordance with this letter and will rely upon information and guidance the City and its personnel provide to us. We will keep the City reasonably informed of progress and developments, and respond to the City's inquiries. To enable us to provide the services set forth in this letter, the City will disclose fully and accurately all facts and keep us apprised of all developments relating to this matter. The City agrees to pay our bills for services and expenses in accordance with this engagement letter. The City will also cooperate fully with us and be available to attend meetings, conferences, hearings and other proceedings on reasonable notice, and stay fully informed on all developments relating to this matter.

Limited Liability Partnership

Our firm is a limited liability partnership ("LLP"). Because we are an LLP, no partner of the firm has personal liability for any debts or liabilities of the firm except as otherwise required

Ms. Meredith DeBruin
July 29, 2020
Page 5

by law, and except that each partner can be personally liable for his or her own malpractice and for the malpractice of persons acting under his or her actual supervision and control. As an LLP we are required by our code of professional conduct to carry at least \$10,000,000 of malpractice insurance; currently, we carry coverage with limits substantially in excess of that amount. Please call me if you have any questions about our status as a limited liability partnership.

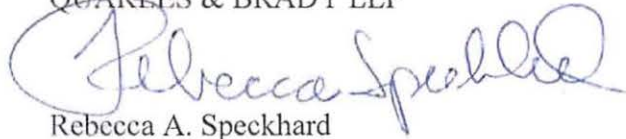
Conclusion and Request for Signed Copy

If the foregoing terms of this engagement are acceptable to you, please so indicate by returning a copy of this letter dated and signed by an appropriate officer, retaining the original for your files. If we do not hear from you within thirty (30) days, we will assume that these terms are acceptable to you, but we would prefer to receive a signed copy of this letter from you.

We are looking forward to working with you and the City in this regard.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMW:bes
#850357.00066

cc: Mr. Darrell Hofland (via email)
Mr. Martin W. Halverson (via email)
Ms. Melissa Clevenger (via email)
Charles C. Adams, Esq. (via email)
Thomas Cameron, Esq. (via email)
Ms. Carol Ann Wirth (via email)
Ms. Gloria Herron (via email)

Accepted and Approved:

CITY OF SHEBOYGAN

By: _____

Its: _____
Title

Date: _____

VIII

R. C. No. _____ - 20 - 21. By LICENSING, HEARINGS, AND PUBLIC SAFETY
COMMITTEE. August 17, 2020.

Your Committee to whom was referred Res. No. 68-20-21 by Alderpersons
Sorenson and Dekker authorizing application for the Edward Byrne Memorial
Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Solicitation
and entering into a Memorandum of Understanding with Sheboygan County;
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. 68 - 20 - 21. By Alderpersons Sorenson and Dekker.
August 3, 2020.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2020 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

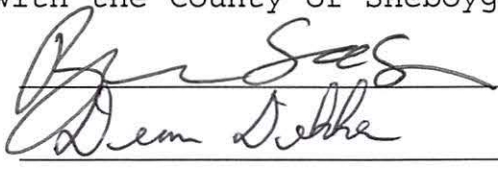
WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$14,260 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions, and

WHEREAS, in order to obtain the grant in the amount of \$14,260, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing, and

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

NOW, THEREFORE, BE IT RESOLVED: that the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2020 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached.

AHS



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

**FISCAL YEAR 2020 JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SHEBOYGAN AND
THE COUNTY OF SHEBOYGAN
(Local Solicitation)**

THIS AGREEMENT is made and entered into this _____ day of September, 2020, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

WITNESSETH

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

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

WHEREAS, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2020 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

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

NOW, THEREFORE, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2020 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

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

Grant Total	\$14,260.00
City Portion	7,130.00
County Portion	7,130.00

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

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

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

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

APPROVED by the parties through signature of the following officials:

CITY OF SHEBOYGAN:

Michael J. Vandersteen, Mayor

Date

Christopher Domagalski, Chief of Police

Date

COUNTY OF SHEBOYGAN:

Vernon Koch, County Board Chair

Date

Steve Steinhardt, Emergency Management
Director

Date

R:\CLIENT\08299\00021\00156977.DOCX

II

R. O. No. _____ - 20 - 21. By CITY PLAN COMMISSION. August 17, 2020.

Your Commission to whom was referred Gen. Ord. No. 14-20-21 by Alderperson Ackley and R. O. No. 44-20-21 by City Clerk granting Showcase Painting & Drywall, its successors and assign, the privilege of encroaching upon described portions of an unimproved alley in Block 1 of the plat of Lawndale addition located East of North 18th Street in the City of Sheboygan for the purpose of installing an air conditioner unit and ventilation ducting; wishes to report this matter was discussed at the regular meeting of the City Plan Commission, August 11, 2020, and after due consideration, recommends receiving and filing the R. O. and adopting the Ordinance.

CITY PLAN COMMISSION

X

6.1

Gen. Ord. No. 14 - 20 - 21. By Alderperson Ackley. August 3, 2020.

AN ORDINANCE granting Showcase Painting & Drywall, its successors and assigns, the privilege of encroaching upon described portions of an unimproved alley in Block 1 of the plat of Lawndale addition located East of North 18th Street in the City of Sheboygan for the purpose of installing an air conditioner unit and ventilation ducting.

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

Section 1. Subject to the terms and conditions contained herein, Showcase Painting & Drywall, its successors and assigns, is hereby granted the privilege of encroaching upon part of an unimproved alley in Block 1 of the Plat of Lawndale Addition, located in the NE ¼ of Section 15, T15N-R23E, City of Sheboygan, Sheboygan County, Wisconsin, as follows:

Commencing at the Southeast Corner of the Southwest 1/4 of said Section 15, thence North 00°09'29" East, along the East line of said Southwest 1/4, a distance of 1768.31 feet to the Easterly extensions of both the South line of said alley and the North line of Lot 18 of said Block 1 of the Plat of Lawndale Addition, as recorded in Volume 5 on Page 69 of Plats as Document 238929 in the Sheboygan County Register of Deeds Office;
thence North 89°35'37" West, along said Easterly extensions, a distance of 11.09 feet to the Northeast corner of said Lot 18 and the Point of Beginning for this description;
thence continuing North 89°35'37" West, along the South line of said alley and the North line of said Lot 18, a distance of 145.78 feet;
thence North 00°02'33" West a distance of 1.31 feet;
thence North 89°57'27" East a distance of 1.84 feet;
thence South 00°02'33" East a distance of 1.33 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 83.36 feet;
thence North 00°01'07" West a distance of 4.33 feet;
thence North 89°58'53" East a distance of 5.00 feet;
thence South 00°01'07" East a distance of 4.37 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 8.50 feet;
thence North 00°01'07" West a distance of 1.43 feet;
thence North 89°58'53" East a distance of 2.00 feet;
thence South 00°01'07" East a distance of 1.45 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 8.50 feet;
thence North 00°01'07" West a distance of 4.51 feet;
thence North 89°58'53" East a distance of 5.00 feet;

City Clerk

thence South 00°01'07" East a distance of 4.55 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 31.57 feet to said Northeast corner of said Lot 18 and the Point of Beginning.

The above described land contains 0.00114 acres (49.7 square feet), more or less.

for the purpose of installing an air conditioner unit and ventilation ducting in accordance with the sketch attached hereto and made a part hereof.

Section 2. The privilege as granted above is granted only on the condition that by the acceptance of the privilege, the said Showcase Painting & Drywall, its successors and assigns:

a. Shall become primarily responsible and liable for all and any damage to persons or property caused by and arising from the grant and exercise of such privilege.

b. Shall remove the encroachment allowed herein within ten (10) days after notice so to remove given by the State of Wisconsin or the City of Sheboygan; in the event of the failure so to remove, the said Showcase Painting & Drywall, its successors and assigns: shall pay the costs of removal by the State of Wisconsin or the City of Sheboygan, waiving all claim or claims for damages resulting from such removal, whether the removal is done by the said Showcase Painting & Drywall, its successors and assigns, or by the State of Wisconsin or by the City of Sheboygan

c. Shall pay such compensation to the City of Sheboygan for the grant of this privilege as may be determined by a board consisting of the Mayor, the Director of Public Works and the City Attorney; the compensation shall be paid into the General Fund.

d. Shall make such construction and/or alterations and maintain the same subject to the approval of the City Building Inspector and Director of Public Works, and shall waive the right to contest in any manner the validity of this ordinance or the amount of compensation charged.

Section 3. The provisions of §66.045(1)(2) of the Wisconsin Statutes are incorporated herein by reference to all intents and purposes as if set out fully.

Section 4. The City Clerk is authorized and directed to record a certified copy of this ordinance in the office of the Register of Deeds for Sheboygan County, Wisconsin, the costs thereof to be charged to the General Fund.

Section 5. This ordinance shall take effect and be in full force from and after its passage and publication and upon payment of the consideration to be determined hereunder, provided, however, that in the event of failure to exercise the privilege herein granted and the payment of such consideration within six (6) months from the effective date hereof, then and in that event such privilege shall be rendered null and void.



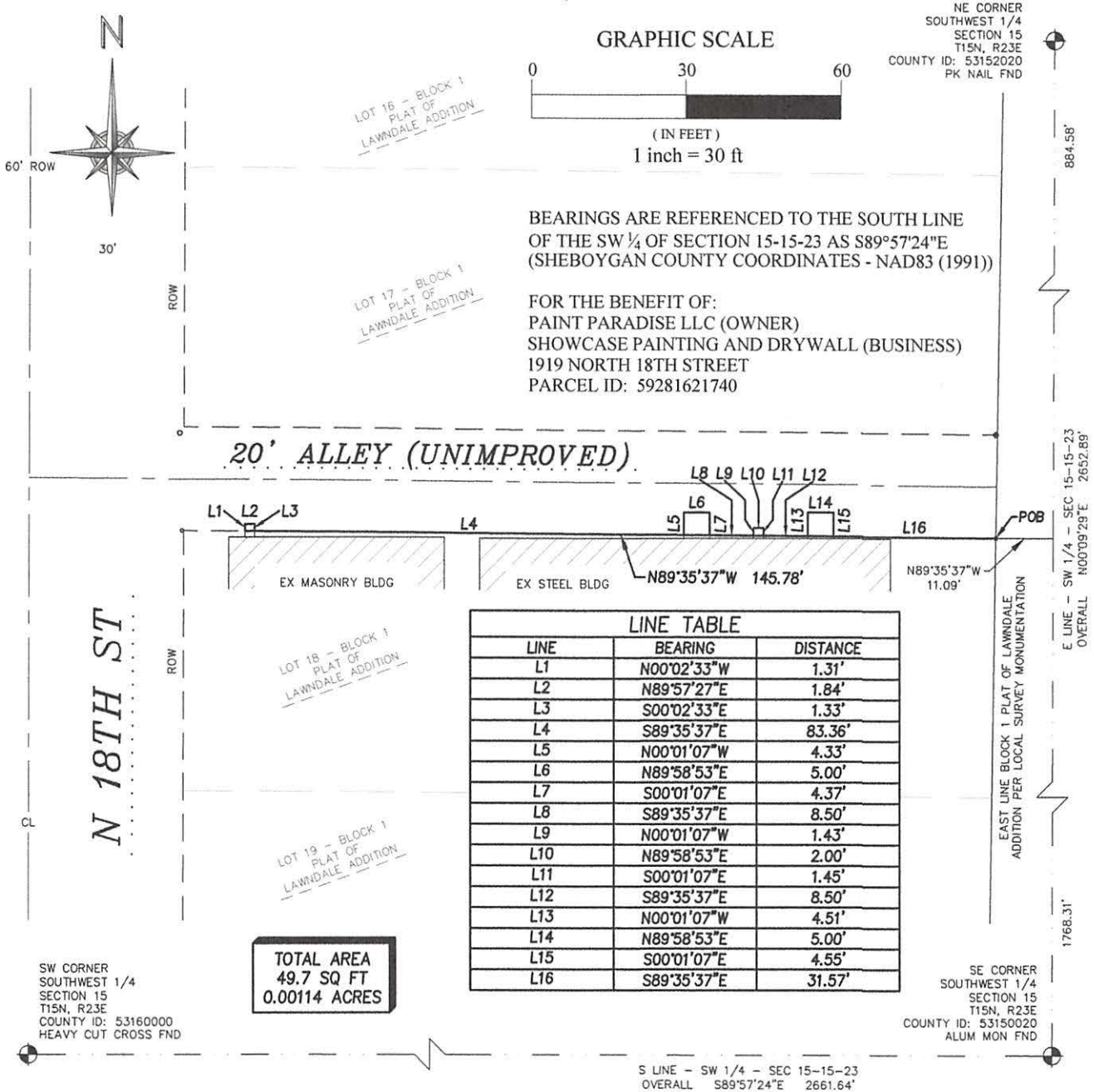
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EXHIBIT A ENCROACHMENT MAP

FOR AIR CONDITIONER UNIT AND VENTILATION DUCTING
 PART OF AN UNIMPROVED ALLEY IN BLOCK 1
 OF THE PLAT OF LAWNDALE ADDITION,
 LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 15, T15N - R23E,
 CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/17/17

City of Sheboygan
spirit on the lake

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3394
Fax: 920-459-0227

LEGEND
 RECORDED SHEBOYGAN COUNTY MONUMENT

EXHIBIT B
ENCROACHMENT DESCRIPTION
FOR AIR CONDITIONER UNIT AND VENTILATION DUCTING
PART OF AN UNIMPROVED ALLEY IN BLOCK 1
OF THE PLAT OF LAWNDALE ADDITION,
LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 15, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of an unimproved alley (20 feet in width) in Block 1 of the Plat of Lawndale Addition located in the Northeast 1/4 of the Southwest 1/4 of Section 15, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

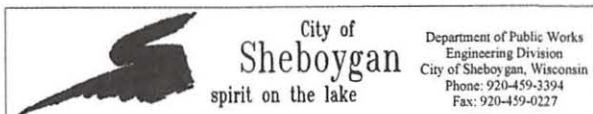
Commencing at the Southeast Corner of the Southwest 1/4 of said Section 15, thence North 00°09'29" East, along the East line of said Southwest 1/4, a distance of 1768.31 feet to the Easterly extensions of both the South line of said alley and the North line of Lot 18 of said Block 1 of the Plat of Lawndale Addition, as recorded in Volume 5 on Page 69 of Plats as Document 238929 in the Sheboygan County Register of Deeds Office;
thence North 89°35'37" West, along said Easterly extensions, a distance of 11.09 feet to the Northeast corner of said Lot 18 and the Point of Beginning for this description;
thence continuing North 89°35'37" West, along the South line of said alley and the North line of said Lot 18, a distance of 145.78 feet;
thence North 00°02'33" West a distance of 1.31 feet;
thence North 89°57'27" East a distance of 1.84 feet;
thence South 00°02'33" East a distance of 1.33 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 83.36 feet;
thence North 00°01'07" West a distance of 4.33 feet;
thence North 89°58'53" East a distance of 5.00 feet;
thence South 00°01'07" East a distance of 4.37 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 8.50 feet;
thence North 00°01'07" West a distance of 1.43 feet;
thence North 89°58'53" East a distance of 2.00 feet;
thence South 00°01'07" East a distance of 1.45 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 8.50 feet;
thence North 00°01'07" West a distance of 4.51 feet;
thence North 89°58'53" East a distance of 5.00 feet;
thence South 00°01'07" East a distance of 4.55 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 31.57 feet to said Northeast corner of said Lot 18 and the Point of Beginning.

The above described land contains 0.00114 acres (49.7 square feet), more or less.

End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS

DATED: 10/17/17



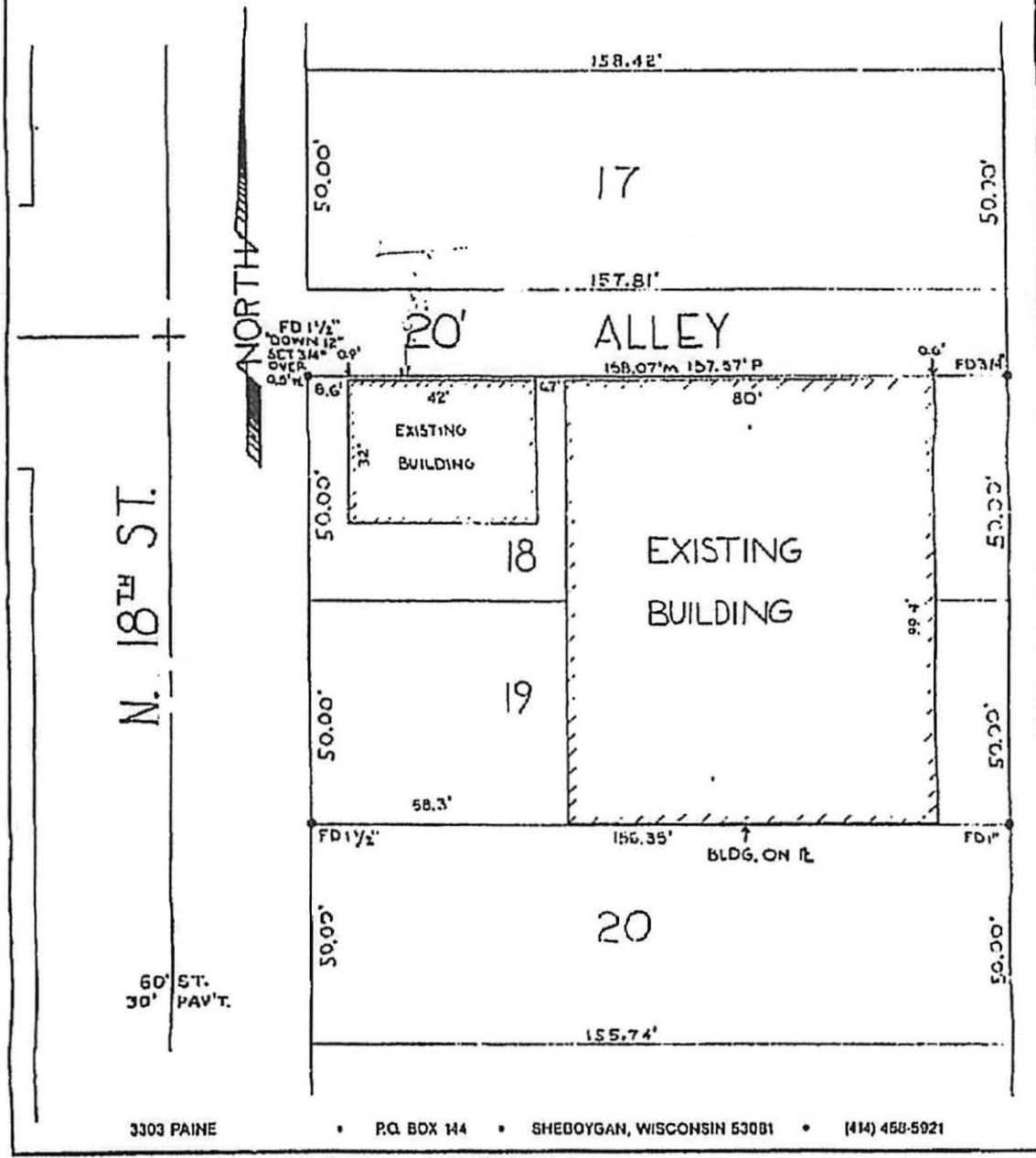
SHEET 2 OF 2 SHEETS

Tax No. 621740

DESCRIPTION: Lots 18 and 19, Lawndale Subdivision, City of Sheboygan,
Sheboygan County, Wisconsin

SCALE: 1"=30'

JULY, 1986



3303 PAINE • P.O. BOX 14 • SHEBOYGAN, WISCONSIN 53081 • (414) 458-5921

SURVEY CERTIFICATE

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCRDACHMENTS, IF ANY. THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERE TO WITHIN ONE (1) YEAR FROM DATE HEREOF.



II

32

R. O. No. 44 - 20 - 21. By CITY CLERK. August 3, 2020.

Submitting a communication from Michael J. Gabrielse requesting an encroachment for air conditioner unit and ventilation ducting on North 18th Street (Showcase Painting & Drywall).

CityPlan

CITY CLERK

JUL 23 '20 PM12:46

Attn: Common council members,

Encroachment request Showcase Painting & Drywall.

We are installing two UL certified Paint spray booths and fully exhausted UL certified mixing room in between the units. Our intent is to have the exhaust tubes extend three feet through the side wall of the building before a 45% angle moving them vertical with structural fabrication to attach them to the building. The height coming out of the wall will start at 7 feet and extend twenty feet high to extend above roof line. See map attached. We are not encroaching on a city street. The encroachment is over a grass alley. Consideration has been given to possible smell from the units and is one reason why they are so tall. The units are filtered for particulates. Our classification for the property is commercial/industrial but we are still being considerate of residential neighbors. We know from experience that there will be no issues especially given the location of the exhaust.

Booths have been engineered by Global Finishing Solutions in Osseo Wisconsin. A site plan is being engineered for state and city approval through our HVAC company. Given the construction of the building and booth fabrication we do NOT want to extend them through the roof system and is why we are asking for the encroachment. Steve Sokolowski and Building inspection have been contacted and involved.

Thank you for your time,



Michael J. Gabrielse

Showcase Painting & Drywall

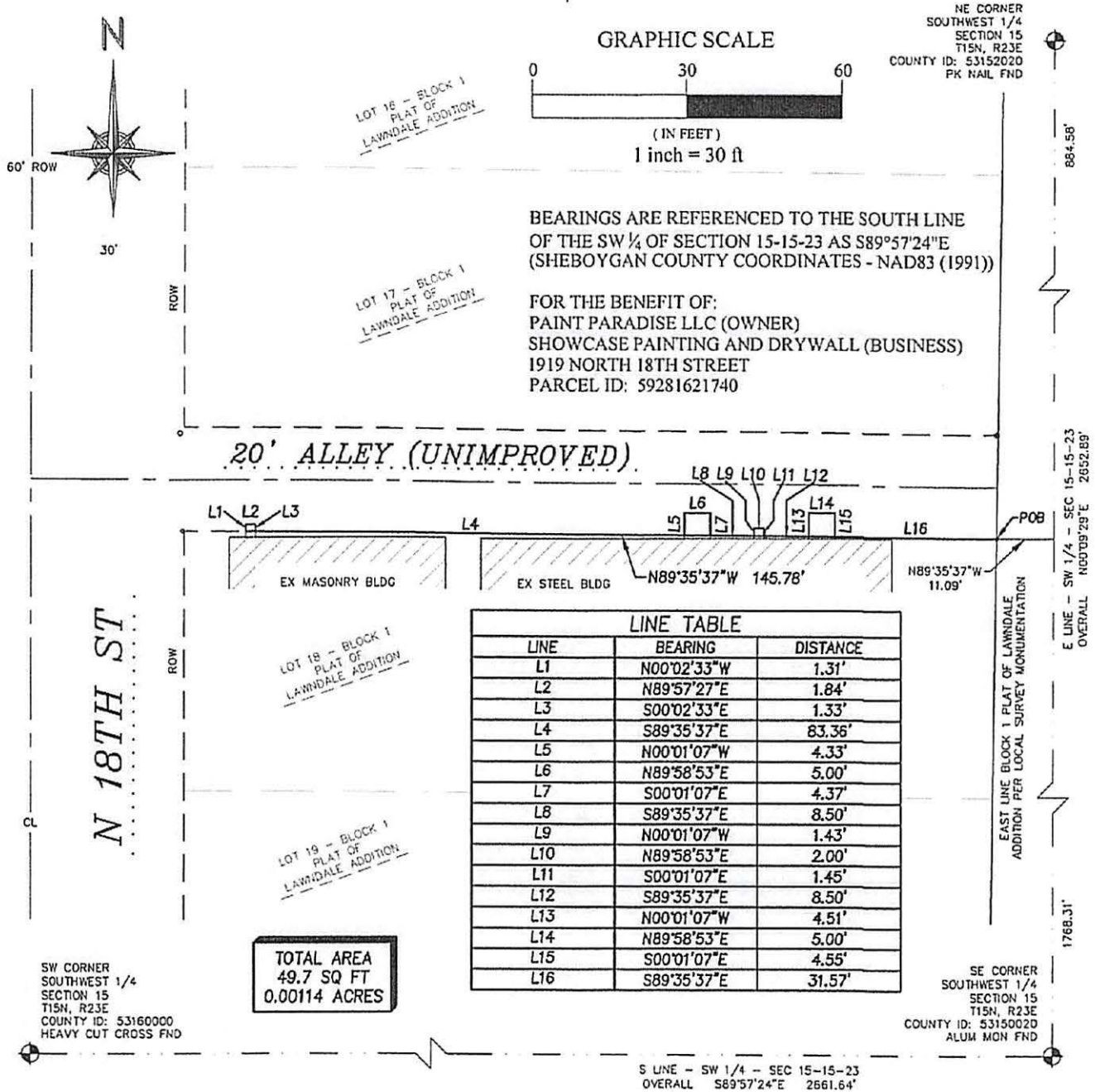
1919 North 18th street

Sheboygan, WI 53081

EXHIBIT A ENCROACHMENT MAP

FOR AIR CONDITIONER UNIT AND VENTILATION DUCTING

PART OF AN UNIMPROVED ALLEY IN BLOCK 1
OF THE PLAT OF LAWNDALE ADDITION,
LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 15, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



MAP PREPARED BY: MICHAEL P. BORN, PLS DATED: 10/17/17

City of Sheboygan
spirit on the lake

Department of Public Works
Engineering Division
City of Sheboygan, Wisconsin
Phone: 920-459-3394
Fax: 920-459-0227

LEGEND
 RECORDED SHEBOYGAN COUNTY MONUMENT

EXHIBIT B
ENCROACHMENT DESCRIPTION
FOR AIR CONDITIONER UNIT AND VENTILATION DUCTING

PART OF AN UNIMPROVED ALLEY IN BLOCK 1
OF THE PLAT OF LAWNDALE ADDITION,
LOCATED IN THE NE 1/4 OF THE SW 1/4 OF SECTION 15, T15N - R23E,
CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN

Part of an unimproved alley (20 feet in width) in Block 1 of the Plat of Lawndale Addition located in the Northeast 1/4 of the Southwest 1/4 of Section 15, Town 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin and being more particularly described as follows:

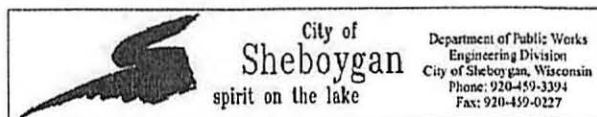
Commencing at the Southeast Corner of the Southwest 1/4 of said Section 15, thence North 00°09'29" East, along the East line of said Southwest 1/4, a distance of 1768.31 feet to the Easterly extensions of both the South line of said alley and the North line of Lot 18 of said Block 1 of the Plat of Lawndale Addition, as recorded in Volume 5 on Page 69 of Plats as Document 238929 in the Sheboygan County Register of Deeds Office;
thence North 89°35'37" West, along said Easterly extensions, a distance of 11.09 feet to the Northeast corner of said Lot 18 and the Point of Beginning for this description;
thence continuing North 89°35'37" West, along the South line of said alley and the North line of said Lot 18, a distance of 145.78 feet;
thence North 00°02'33" West a distance of 1.31 feet;
thence North 89°57'27" East a distance of 1.84 feet;
thence South 00°02'33" East a distance of 1.33 feet to said South line of said alley and said North line of said Lot 18;
thence South 89°35'37" East, along said South line of said alley and said North line of said Lot 18, a distance of 83.36 feet;
thence North 00°01'07" West a distance of 4.33 feet;
thence North 89°58'53" East a distance of 5.00 feet;
thence South 00°01'07" East a distance of 4.37 feet to said South line of said alley and said North line of said Lot 18;
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End of description.

DESCRIPTION PREPARED BY: MICHAEL P. BORN, PLS

DATED: 10/17/17



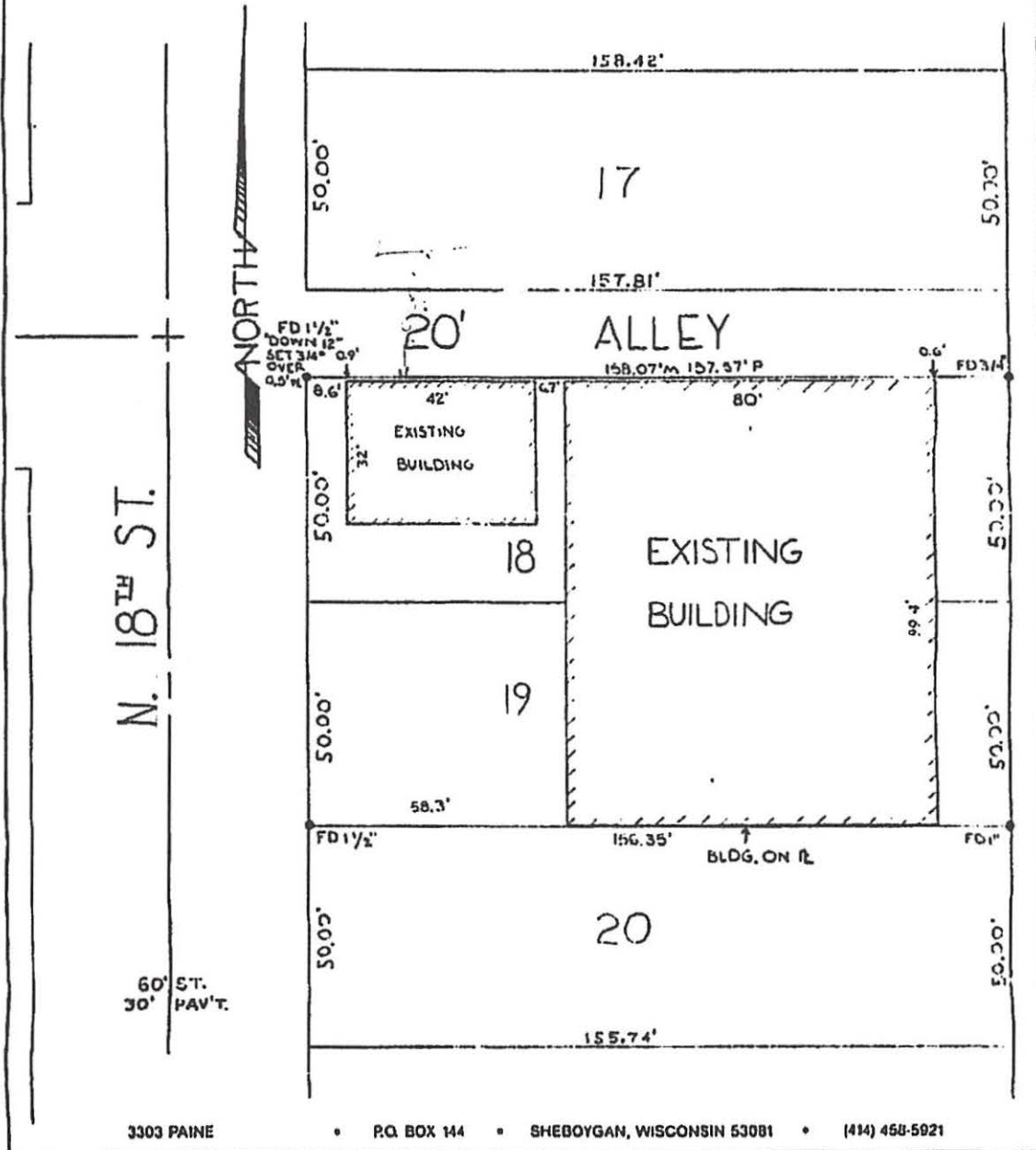
SHEET 2 OF 2 SHEETS

Tax No. 621740

DESCRIPTION: Lots 18 and 19, Lawndale Subdivision, City of Sheboygan,
 Sheboygan County, Wisconsin

SCALE: 1"=30'

JULY, 1986



3303 PAINE

• P.O. BOX 144

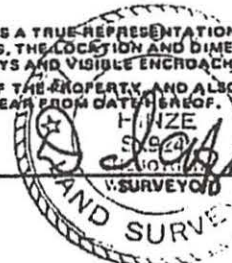
• SHEBOYGAN, WISCONSIN 53081

• (414) 458-5921

SURVEY CERTIFICATE

I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THE ABOVE MAP IS A TRUE REPRESENTATION THEREOF AND SHOWS THE SIZE AND LOCATION OF THE PROPERTY, ITS EXTERIOR BOUNDARIES, THE LOCATION AND DIMENSIONS OF ALL VISIBLE STRUCTURES THEREON, FENCES, APPARENT EASEMENTS AND ROADWAYS AND VISIBLE ENCRDACHMENTS, IF ANY.

THIS SURVEY IS MADE FOR THE EXCLUSIVE USE OF THE PRESENT OWNERS OF THE PROPERTY, AND ALSO THOSE WHO PURCHASE, MORTGAGE, OR GUARANTEE THE TITLE THERETO WITHIN ONE (1) YEAR FROM DATE HEREOF.



II

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

Submitting a communication from the Wisconsin Department of Revenue approving the request by the City of Sheboygan to extend the life of Tax Incremental District (TID) 018.

CITY CLERK



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • OFFICE OF TECHNICAL & ASSESSMENT SERVICES • 2135 RIMROCK ROAD MADISON, WI 53713

Mailing Address:
PO Box 8971 #6-97
Madison, WI 53708-8971
Phone: (608) 266-7750
tif@wisconsin.gov

August 13, 2020

59-281

Meredith Debruin, Clerk
City of Sheboygan
828 Center Ave
Sheboygan, WI 53081-4442

RE: Extension Approval — City of Sheboygan TID 018

Dear Meredith Debruin:

The Wisconsin Department of Revenue (DOR) approves your municipality's request to extend the life of Tax Incremental District (TID) 018. This approval extends the TID life to 12/18/2041.

DOR confirms the municipality followed the extension procedures, under state law (sec. 66.1105 Wis. Stats.); however, DOR does not review the facts or feasibility of the extension.

This approved extension does not change the original expenditure period. The expenditure period for TID 018 ends 12/18/2033.

If you have questions, contact us at tif@wisconsin.gov.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kristin Filipiak'.

Kristin Filipiak
Community Services Specialist
Office of Technical and Assessment Services

II

R. O. No. _____ - 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 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 Digitally signed by Jeffrey W Osgood DATE
Date: 2020.08.11 14:18:39 -05'00'

PRINT ABOVE NAME

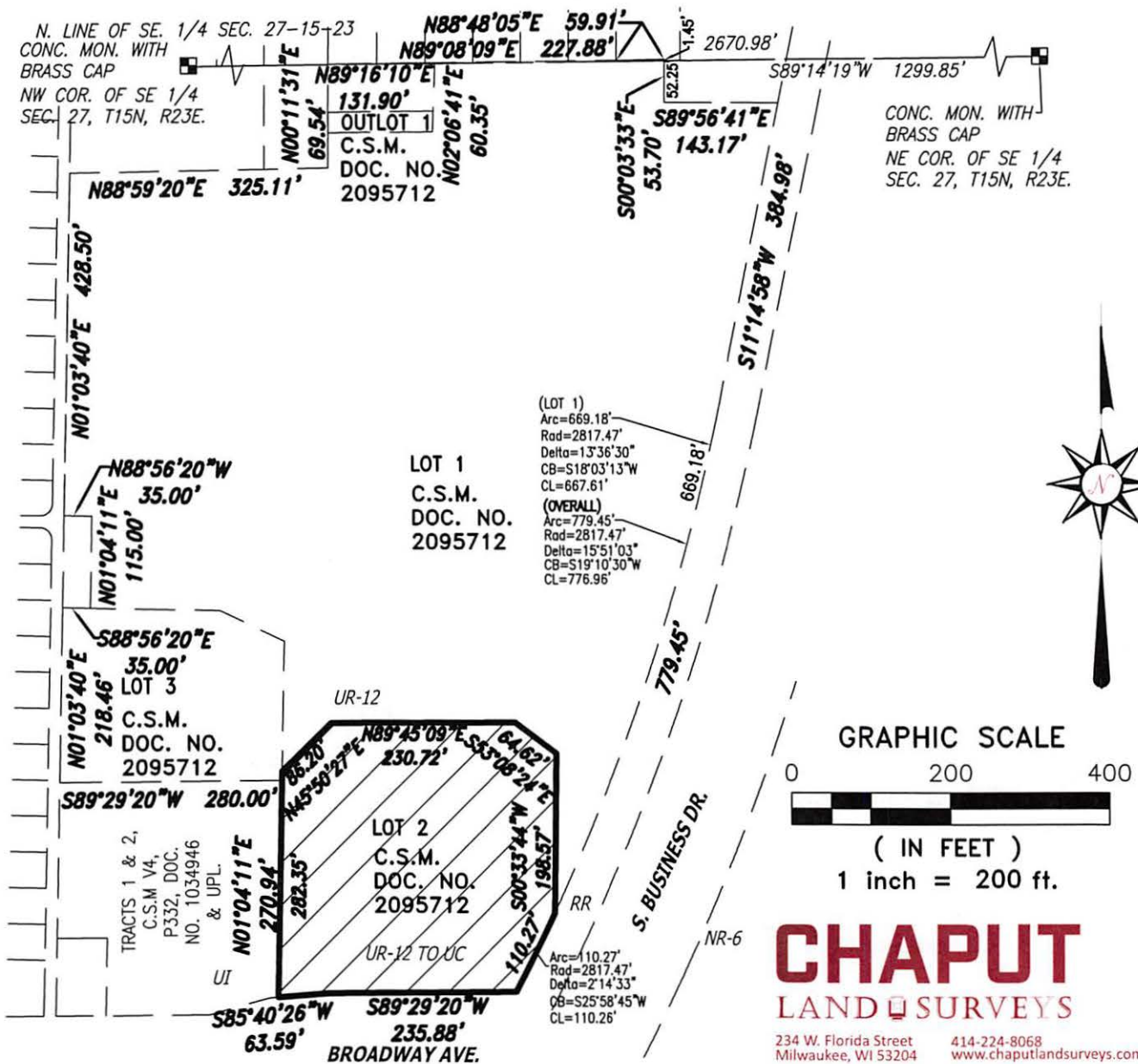
APPLICATION SUBMITTAL REQUIREMENTS

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 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.



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

CHAPUT

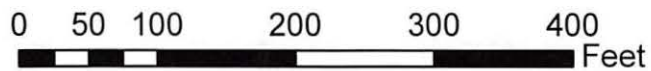
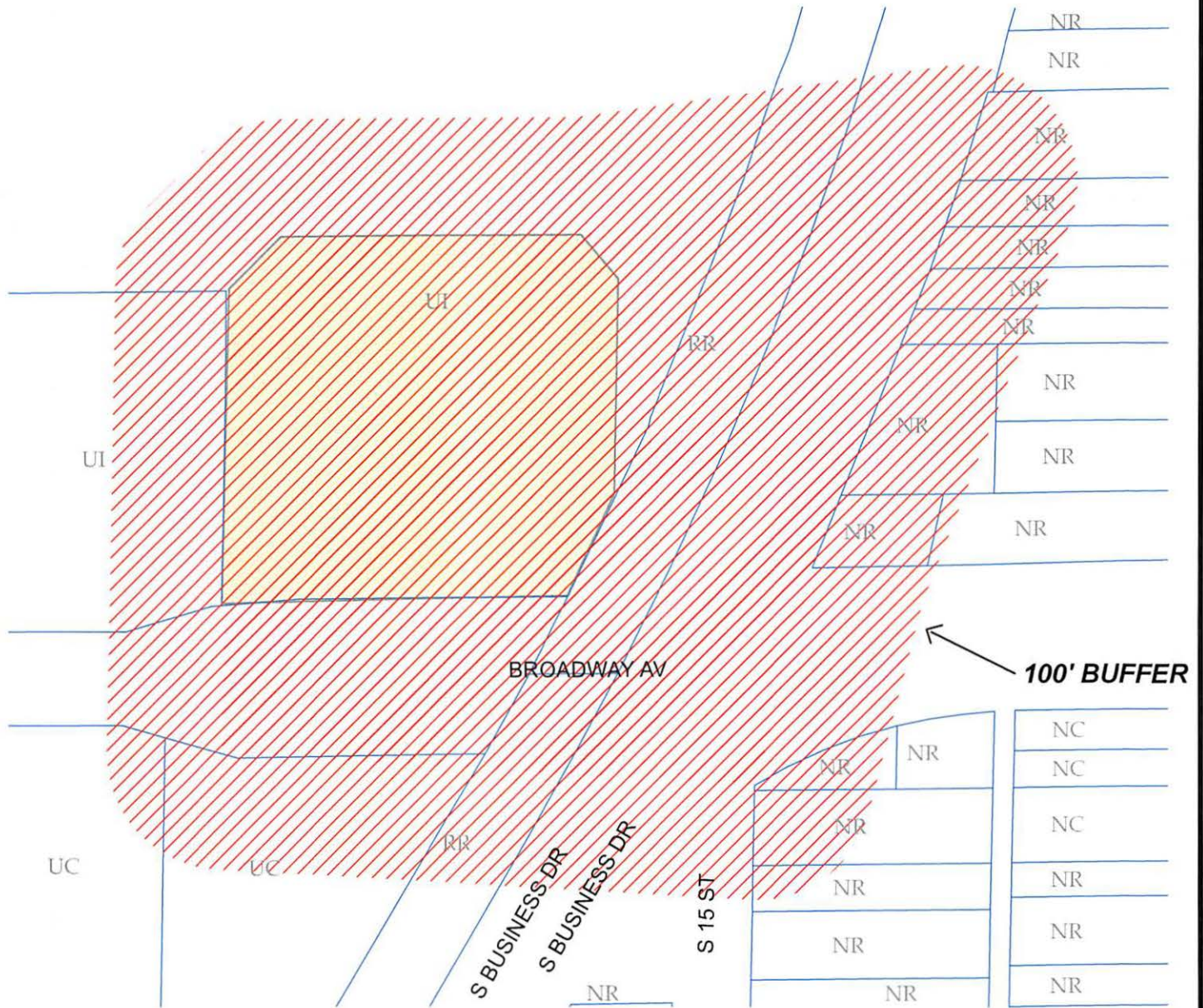
LAND SURVEYS

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.

**PROPOSED ZONING CHANGE
FROM URBAN RESIDENTIAL (UR-12) to URBAN COMMERCIAL (UC)
SECTION 27, T. 15 N, R. 23 E**



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

<u>Fee Description</u>	<u>Fee</u>
Zoning Change	200.00

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



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 fascia 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 our 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.



III

Res. No. _____ - 20 - 21. By Alderpersons Sorenson and Donohue.
August 17, 2020.

A RESOLUTION authorizing the sale of land in the Sheboygan Business Center.

WHEREAS, the rules are being suspended in order to meet the Vacant Land Offer to Purchase acceptance deadline of August 18, 2020.

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are authorized to accept the Vacant Land Offer to Purchase of Torginol, Inc., a copy of which is attached, for 8.5 acres on Behrens Parkway in the Sheboygan Business Center.

*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

WB-13 VACANT LAND OFFER TO PURCHASE

1 LICENSEE DRAFTING THIS OFFER ON August 4, 2020 [DATE] IS (AGENT OF BUYER)
2 (~~AGENT OF SELLER/LISTING BROKER~~) (~~AGENT OF BUYER AND SELLER~~) **STRIKE THOSE NOT APPLICABLE**

3 **GENERAL PROVISIONS** The Buyer, Torginol, Inc.
4 _____, offers to purchase the Property

5 known as [Street Address] 8.5 Acres on Behrens Pkwy
6 in the City of Sheboygan, County of Sheboygan, Wisconsin (Insert
7 additional description, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525), on the following terms:

8 ■ PURCHASE PRICE: One Hundred Eighty-Seven Thousand
9 _____ Dollars (\$ 187,000.00)

10 ■ EARNEST MONEY of \$ _____ accompanies this Offer and earnest money of \$ 18,700.00
11 will be mailed, or commercially or personally delivered within 5 days of acceptance to listing broker or
12 _____

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

14 ■ INCLUDED IN PURCHASE PRICE: Seller is including in the purchase price the Property, all Fixtures on the Property on the
15 date of this Offer not excluded at lines 18-19, and the following additional items: _____
16 _____

17 _____

18 ■ NOT INCLUDED IN PURCHASE PRICE: _____
19 _____

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

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

24 ■ ZONING: Seller represents that the Property is zoned: A-1

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

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

29 **BINDING ACCEPTANCE** This Offer is binding upon both Parties only if a copy of the accepted Offer is delivered to Buyer on
30 or before August 18, 2020. Seller may keep the Property on the

31 market and accept secondary offers after binding acceptance of this Offer.

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

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

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

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

40 Seller's recipient for delivery (optional): Chad Pelishek, City of Sheboygan

41 Buyer's recipient for delivery (optional): Tom Testwuide, Jr.

42 (2) **Fax**: fax transmission of the document or written notice to the following telephone number:
43 Seller: (_____) Buyer: (_____) _____

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

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

49 Delivery address for Seller: 828 Center Ave., Suite 208, Sheboygan, WI 53081

50 Delivery address for Buyer: 4617 S. Taylor Dr., Sheboygan, WI 53081

51 (5) **E-Mail**: electronically transmitting the document or written notice to the Party's e-mail address, if given below at line
52 55 or 56. If this is a consumer transaction where the property being purchased or the sale proceeds are used primarily for
53 personal, family or household purposes, each consumer providing an e-mail address below has first consented electronically
54 to the use of electronic documents, e-mail delivery and electronic signatures in the transaction, as required by federal law.

55 E-Mail address for Seller (optional): cpelishek@ci.sheboygan.wi.us

56 E-Mail address for Buyer (optional): tom@torginol.com; copy to dgass@rohdedales.com

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

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

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

68 _____
69 **INSERT CONDITIONS NOT ALREADY INCLUDED IN THE DISCLOSURE REPORT**

70 **CLOSING** This transaction is to be closed no later than September 30, 2020
71 _____ at the place selected by Seller, unless otherwise agreed by the Parties in writing.

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

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

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

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

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

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

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

84 _____

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

89 Buyer and Seller agree to re-prorate the real estate taxes, through the day prior to closing based upon the taxes on
90 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
91 days of receipt, forward a copy of the bill to the forwarding address Seller agrees to provide at closing. The Parties shall
92 re-prorate within 30 days of Buyer's receipt of the actual tax bill. Buyer and Seller agree this is a post-closing obligation
93 and is the responsibility of the Parties to complete, not the responsibility of the real estate brokers in this transaction.

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

97 _____ . Insert additional terms, if any, at lines 458-464 or 526-534 or attach as an addendum per line 525.

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

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

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

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

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

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

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

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

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

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

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

160 **DEFINITIONS**

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

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

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

188 **(Definitions Continued on page 5)**

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

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

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

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

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

206 If Buyer is using multiple loan sources or obtaining a construction loan or land contract financing, describe at lines 458-464 or
207 526-534 or in an addendum attached per line 525.

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

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

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

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

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

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

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

DEFINITIONS CONTINUED FROM PAGE 3

- 245 n. Defects in any septic system or other sanitary disposal system on the Property or out-of-service septic systems not
246 closed/abandoned according to applicable regulations.
- 247 o. Subsoil conditions which would significantly increase the cost of development including, but not limited to, subsurface
248 foundations or waste material; organic or non-organic fill; dumpsites where pesticides, herbicides, fertilizer or other toxic
249 or hazardous materials or containers for these materials were disposed of in violation of manufacturer's or government
250 guidelines or other laws regulating said disposal; high groundwater; adverse soil conditions (e.g. low load bearing
251 capacity, earth or soil movement, slides) or excessive rocks or rock formations.
- 252 p. Brownfields (abandoned, idled or under-used land which may be subject to environmental contamination) or other
253 contaminated land, or soils contamination remediated under PECFA, the Department of Natural Resources (DNR)
254 Remediation and Redevelopment Program, the Agricultural Chemical Cleanup Program or other similar program.
- 255 q. Lack of legal vehicular access to the Property from public roads.
- 256 r. Homeowners' associations, common areas shared or co-owned with others, zoning violations or nonconforming uses,
257 conservation easements, restrictive covenants, rights-of-way, easements, easement maintenance agreements, or use of
258 a part of Property by non-owners, other than recorded utility easements.
- 259 s. Special purpose district, such as a drainage district, lake district, sanitary district or sewer district, that has the authority to
260 impose assessments against the real property located within the district.
- 261 t. Federal, state or local regulations requiring repairs, alterations or corrections of an existing condition.
- 262 u. Property tax increases, other than normal annual increases; completed or pending property tax reassessment of the
263 Property, or proposed or pending special assessments.
- 264 v. Burial sites, archeological artifacts, mineral rights, orchards or endangered species.
- 265 w. Flooding, standing water, drainage problems or other water problems on or affecting the Property.
- 266 x. Material damage from fire, wind, floods, earthquake, expansive soils, erosion or landslides.
- 267 y. Significant odor, noise, water intrusion or other irritants emanating from neighboring property.
- 268 z. Substantial crop damage from disease, insects, soil contamination, wildlife or other causes; diseased trees; or substantial
269 injuries or disease in livestock on the Property or neighboring properties.
- 270 aa. Existing or abandoned manure storage facilities on the Property.
- 271 bb. Impact fees, or other conditions or occurrences that would significantly increase development costs or reduce the value of
272 the Property to a reasonable person with knowledge of the nature and scope of the condition or occurrence.
- 273 cc. The Property is subject to a mitigation plan required by DNR rules related to county shoreland zoning ordinances that
274 obligates the owner to establish or maintain certain measures related to shoreland conditions, enforceable by the county
275 (see lines 139-145).
- 276 dd. All or part of the land has been assessed as agricultural land, the owner has been assessed a use-value conversion
277 charge or the payment of a use-value conversion charge has been deferred.
- 278 ■ **DEADLINES:** "Deadlines" expressed as a number of "days" from an event, such as acceptance, are calculated by excluding
279 the day the event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day.
280 Deadlines expressed as a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under
281 Wisconsin or Federal law, and any other day designated by the President such that the postal service does not receive
282 registered mail or make regular deliveries on that day. Deadlines expressed as a specific number of "hours" from the
283 occurrence of an event, such as receipt of a notice, are calculated from the exact time of the event, and by counting 24 hours
284 per calendar day. Deadlines expressed as a specific day of the calendar year or as the day of a specific event, such as
285 closing, expire at midnight of that day.
- 286 ■ **DEFECT:** "Defect" means a condition that would have a significant adverse effect on the value of the Property; that would
287 significantly impair the health or safety of future occupants of the Property; or that if not repaired, removed or replaced would
288 significantly shorten or adversely affect the expected normal life of the premises.
- 289 ■ **FIXTURE:** A "Fixture" is an item of property which is physically attached to or so closely associated with land so as to be
290 treated as part of the real estate, including, without limitation, physically attached items not easily removable without damage
291 to the premises, items specifically adapted to the premises, and items customarily treated as fixtures, including, but not limited
292 to, all: perennial crops; garden bulbs; plants; shrubs and trees and fences; storage buildings on permanent foundations and
293 docks/piers on permanent foundations.
- 294 ■ **CAUTION: Exclude any Fixtures to be retained by Seller or which are rented on lines 18-19.**
- 295 ■ **PROPERTY:** Unless otherwise stated, "Property" means the real estate described at lines 4-7.
- 296 ■ **PROPERTY DEVELOPMENT WARNING** If Buyer contemplates developing Property for a use other than the current use,
297 there are a variety of issues which should be addressed to ensure the development or new use is feasible. Municipal and
298 zoning ordinances, recorded building and use restrictions, covenants and easements may prohibit certain improvements or
299 uses and therefore should be reviewed. Building permits, zoning variances, Architectural Control Committee approvals,
300 estimates for utility hook-up expenses, special assessments, changes for installation of roads or utilities, environmental audits,
301 subsoil tests, or other development related fees may need to be obtained or verified in order to determine the feasibility of
302 development of, or a particular use for, a property. Optional contingencies which allow Buyer to investigate certain of these
303 issues can be found at lines 306-350 and Buyer may add contingencies as needed in addenda (see line 525). Buyer should
304 review any plans for development or use changes to determine what issues should be addressed in these contingencies.
305

306 **PROPOSED USE CONTINGENCIES:** Buyer is purchasing the Property for the purpose of: Future Commercial
307 Development

308
309 [insert proposed use and type and size of building, if applicable; e.g. three bedroom single family home]. The optional
310 provisions checked on lines 314-345 shall be deemed satisfied unless Buyer, within _____ days of acceptance, delivers
311 written notice to Seller specifying those items which cannot be satisfied and written evidence substantiating why each specific
312 item included in Buyer's notice cannot be satisfied. Upon delivery of Buyer's notice, this Offer shall be null and void. Seller
313 agrees to cooperate with Buyer as necessary to satisfy the contingencies checked at lines 314-350.

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

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

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

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

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

337
338 **UTILITIES:** This Offer is contingent upon Buyer obtaining, at (Buyer's) (Seller's) STRIKE ONE ("Buyer's" if neither
339 is stricken) expense, written verification of the following utility connections at the listed locations (e.g., on the Property, at
340 the lot line, across the street, etc.) CHECK AND COMPLETE AS APPLICABLE: electricity _____;
341 gas _____; sewer _____; water _____;
342 telephone _____; cable _____; other _____.

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

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

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

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

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

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

370 **EARNEST MONEY**

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

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

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

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

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

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

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

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

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

417 **TITLE EVIDENCE**

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

424 _____
425 _____
426 _____

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

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

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

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

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

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

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

458 **ADDITIONAL PROVISIONS/CONTINGENCIES**

459 _____
460 _____
461 _____
462 _____
463 _____
464 _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** The Property is known as Tax Parcel No. 59281479085.
527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] David Gass, Rohde Dales LLP

536 _____ on August 4, 2020

537 (x) Thomas R. Testwuide, Jr. **THOMAS R. TESTWUIDE, JR.** 8-4-20
538 Buyer's Signature ▲ Print Name Here ▶ Torginol, Inc. Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

542 _____ Broker (By) _____

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

City of Sheboygan

546 (x) By: _____
547 Seller's Signature ▲ Print Name Here ▶ Michael J. Vandersteen, Mayor Date ▲

548 (x) _____
549 Seller's Signature ▲ Print Name Here ▶ Meredith DeBruin, City Clerk Date ▲

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

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

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

503 **INSPECTION CONTINGENCY:** This contingency only authorizes inspections, not testing (see lines 488-502). This Offer
504 is contingent upon a qualified independent inspector(s) conducting an inspection(s), of the Property which discloses no
505 Defects. This Offer is further contingent upon a qualified independent inspector or independent qualified third party performing
506 an inspection of _____

507 (list any Property feature(s) to be separately inspected, e.g., dumpsite, etc.) which discloses no Defects. Buyer shall order the
508 inspection(s) and be responsible for all costs of inspection(s). Buyer may have follow-up inspections recommended in a
509 written report resulting from an authorized inspection performed provided they occur prior to the deadline specified at line 513.
510 Inspection(s) shall be performed by a qualified independent inspector or independent qualified third party.

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

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

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

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

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

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

526 **ADDITIONAL PROVISIONS/CONTINGENCIES** The Property is known as Tax Parcel No. 59281479085.

527 _____
528 _____
529 _____
530 _____
531 _____
532 _____
533 _____
534 _____

535 This Offer was drafted by [Licensee and Firm] David Gass, Rohde Dales LLP

536 _____ on August 4, 2020

537 (x) Thomas R. Testwuide, Jr. THOMAS R. TESTWUIDE, JR. 8-4-20
538 Buyer's Signature ▲ Print Name Here ▶ Torginol, Inc. Date ▲

539 (x) _____
540 Buyer's Signature ▲ Print Name Here ▶ Date ▲

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

542 _____ Broker (By)

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

546 (x) By: Michael J. Vandersteen 8-18-2020
547 Seller's Signature ▲ Print Name Here ▶ Michael J. Vandersteen, Mayor Date ▲

548 (x) Meredith DeBruin 8-18-2020
549 Seller's Signature ▲ Print Name Here ▶ Meredith DeBruin, City Clerk Date ▲

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

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

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

III

Res. No. _____ - 20 - 21. By Alderperson Bohren. August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute a Public Access Easement Agreement between Wild Leisle Real Estate Holdings, LLC, Visit Sheboygan, Inc., and the City of Sheboygan, regarding public and pedestrian access across property located near 826 South 8th Street, Sheboygan, Wisconsin.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute said Public Access Easement Agreement, a copy of which is attached.

*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

PUBLIC ACCESS EASEMENT AGREEMENT

THIS PUBLIC ACCESS EASEMENT AGREEMENT (“Easement”) is entered into as of the ____ day of _____, 2020, by and among Wild Leisle Real Estate Holdings, LLC, a Wisconsin limited liability company (“WLL”), Visit Sheboygan, Inc., a Wisconsin non-stock, nonprofit corporation (“VSI”) and the City of Sheboygan, a Wisconsin municipal corporation (the “City”).

RECITALS

- A. WLL is the owner of the real property located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on attached Exhibit A.
- B. VSI is the Lessee of the real property located in the City of Sheboygan, Sheboygan County, Wisconsin, legally described on attached Exhibit A.
- C. The parties wish to grant to the City a non-exclusive easement for public and pedestrian access across certain areas of the real property referenced in Exhibit A, with such easement legally described on attached Exhibit B (“Easement Area”).

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- D. Grant of Easement for STEAM Educational Purposes. WLL hereby declares and grants, and VSI, hereby agrees and consents to for the benefit of the City, a revocable, non-exclusive easement over, across, and upon the Easement Area for public access to STEAM educational programming and exhibits that will be located within the Easement Area. WLL and VSI reserve all rights to use the Easement Area in any matter that does not materially interfere with such easement grant to the City. The Grant of this Easement shall run currently with VSI’s lease term, but in the event the Easement Area is not used for STEAM educational programming for a period of two (2) consecutive years, WLL shall have the right to revoke the public access easement granted herein.

programming and shall receive the prior written approval of WLL and VSI. All uses of the Easement Area shall also comply and conform to requirements set forth in existing Underground Utility Easement(s).

F. Maintenance. WLL and VSI agree that the City has no maintenance responsibilities for the Easements granted herein. All maintenance shall be the responsibility of the Lessee of the land where the Easement Area is located. If the land is no longer leased by the current Lessee or any successor lessee, the owner shall be responsible for all maintenance responsibilities.

G. General Provisions. The following provisions shall apply to this Easement:

- a. The obligations which are imposed by this Easement shall also be considered to be covenants running with the land, and all of the terms and conditions which are contained and expressed in this Easement shall bind and inure to the successors and assigns of the respective parties hereto.
- b. This Easement will be enforced, construed, interpreted and governed, in all respects, by and under the law of the State of Wisconsin.
- c. No provision contained in this Easement shall be construed as creating a relationship of principal and agent, or partnership or joint venture.
- d. This Easement may not be amended, altered or revised except by a written instrument signed by the then-current owner of the Easement Area, any Lessee of the Easement Area, and the City, and such amendment shall be recorded in the Register of Deeds Office of Sheboygan County.
- e. The captions which are used in this Easement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Easement.
- f. Any notice which one party wishes or is required to give to the other party will be regarded as effective if such notice is in writing and either delivered personally to such party or such notice is sent by certified or registered mail, return receipt requested and postage prepaid, correctly addressed as follows:

If to WLL: Wild Leisle Real Estate Holdings,
LLC
Attn: Leslie Kohler/Eric Zufelt
826 South Eighth St., Suite 4
Sheboygan, Wisconsin 53081

If to VSI: Visit Sheboygan, Inc.

Attn: Amy Wilson, President
826 South Eighth St., Suite 1
Sheboygan, Wisconsin 53081

If to the City: City of Sheboygan
 828 Center Avenue
 Sheboygan, WI 53081
 Attn: Chad Pelishek, City Planner

Any party may file written notice of change of address with the other parties.

IN WITNESS TO THIS EASEMENT, the parties have caused this Public Access Easement to be executed as of the day and year first above written, subject to all of the terms and conditions herein set forth.

[Signature pages follow]

SIGNATURE PAGE TO PUBLIC ACCESS EASEMENT

WILD LEISLE REAL ESTATE HOLDINGS, LLC

**Wild Leisle Real Estate Holdings,
LLC, a Wisconsin limited liability
company**

By _____

Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN

This instrument was acknowledged before me as of this ___ day of _____, 2020, by ___
_____, the _____,
of Wild Leisle Real Estate Holdings, LLC, a Wisconsin limited liability company, on behalf of
the limited liability company.

Notary Public

SIGNATURE PAGE TO PUBLIC ACCESS EASEMENT

VISIT SHEBOYGAN, INC.

Visit Sheboygan, Inc., a
Wisconsin non-profit
corporation

By _____

Its _____

STATE OF WISCONSIN)
) ss.
COUNTY OF SHEBOYGAN)

This instrument was acknowledged before me as of this ____ day of _____, 2020, by
_____ the _____, of Visit Sheboygan, Inc., a
Wisconsin non-profit corporation, on behalf of the corporation.

Notary Public

EXHIBIT A

**Legal Description of 826 South Eight Street
Parcel Id# 59281110032**

Lot 2 of a Certified Survey Map Recorded on July 8, 2011, in Volume 25 of Certified Survey Maps, at Pages 55/56, as Document No. 1926888, being a part of all of Block 212, Lots 1-8 of Block 213, and part of Lot 4, Block 233, Sheboygan Original Plat, including portions of vacated North Water Street, vacated Maryland Avenue and the vacated alley in Block 212, according to the Plat thereof, in the City of Sheboygan, Sheboygan County, Wisconsin

EXHIBIT B

**LEGAL DESCRIPTION OF EASEMENT AREA
Parcel Id# 59281110032**

Part of Lot 2 of the Certified Survey Map recorded in Volume 25 Pages 55 and 56 of Sheboygan County Certified Survey Maps, including part of vacated Maryland Avenue (NKA Riverfront Drive), part of vacated North Water Street, Lot 4 Block 233 of the Original Plat of the City of Sheboygan, and part of Lots 1, 2, and 3 Block 213 of the Original Plat of the City of Sheboygan, all in the un-numbered Government Lot known as the north fraction of Section 26, T15N, R23E, City of Sheboygan, Sheboygan County, Wisconsin.

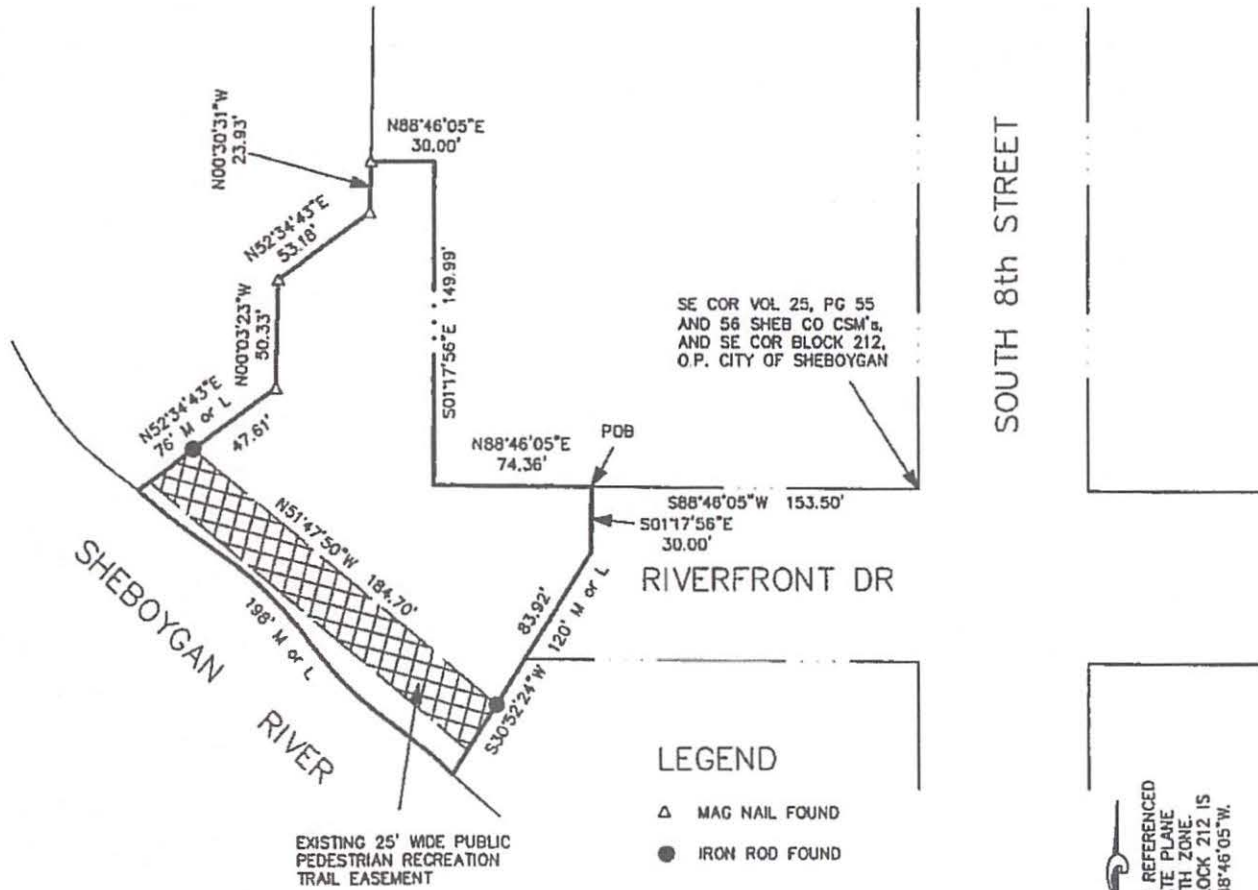
Commencing at the southeast corner of the Certified Survey Map recorded in Volume 25 Page 55 and 56 of Sheboygan County Certified Survey Maps, said point also being the southeast corner of Block 212 of the Original Plat of the City of Sheboygan; thence S88°46'05"W, along the south line of said Certified Survey Map, and the north line Riverfront Drive, 153.50 feet to the point of beginning of the parcel herein described:

Thence S01°17'56"E 30.00 feet; thence S30°52'24"W 83.92 feet to a meander corner; thence N51°47'50"W, along a meander line, 184.70 feet; thence N52°34'43"E 47.61 feet; thence N00°03'23"W 50.33 feet; thence N52°34'43"E 53.18 feet; thence N00°30'31"W 23.93 feet to the south line of a 24 foot wide ingress and egress easement; thence N88°46'05"E, along said south line, 30.00 feet; thence S01°17'56"E 150.01 feet to the north line of vacated Maryland Avenue (NKA Riverfront Drive); thence N88°46'05"E, along said north line, 76.37 feet to the point of beginning, and containing 24490 square feet (0.56 acres) of land, more or less, including those lands lying between the herein described meander line and the waters edge of the Sheboygan River, and between true southwesterly extensions of the second and fourth courses of the parcel described above.

MAP OF EASEMENT AREA

PUBLIC ACCESS EASEMENT

PART OF LOT 2 OF THE CERTIFIED SURVEY MAP RECORDED IN VOLUME 25, PAGES 55 AND 56 OF SHEBOYGAN COUNTY CERTIFIED SURVEY MAPS, INCLUDING PART OF VACATED MARYLAND AVENUE (NKA RIVERFRONT DRIVE), PART OF VACATED NORTH WATER STREET, PART OF LOT 4, BLOCK 233 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, AND PARTS OF LOTS 1, 2, 3, AND 4 BLOCK 213 OF THE ORIGINAL PLAT OF THE CITY OF SHEBOYGAN, ALL IN THE UN-NUMBERED GOVERNMENT LOT KNOWN AS THE NORTH FRACTION OF SECTION 26, T15N, R23E, CITY OF SHEBOYGAN, SHEBOYGAN COUNTY, WISCONSIN



LEGEND

- △ MAG NAIL FOUND
- IRON ROD FOUND

BEARINGS HEREON ARE REFERENCED
 TO THE WISCONSIN STATE PLANE
 COORDINATE GRID, SOUTH ZONE.
 THE SOUTH LINE OF BLOCK 212 IS
 RECORDED TO BEAR S88°46'05"W.

SCALE: 1" = 80'

ED HARVEY'S LAND OFFICE, LLC.
N3635 TIMBERVIEW ROAD
WALDO, WI 53093
920-528-7071



I HEREBY CERTIFY THAT THIS SURVEY IS CORRECT
 TO THE BEST OF MY KNOWLEDGE AND BELIEF

Edgar Harvey, Jr.

FEBRUARY 7, 2020

EDGAR HARVEY, JR. WI REGISTERED LAND SURVEYOR NO S-1489

III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the Payment in Lieu of Taxes [PILOT] Agreement between the City of Sheboygan and Regency JS, LLC with regard to the apartment projects located at 919 Wisconsin Avenue.

RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Payment in Lieu of Taxes Agreement between the City of Sheboygan and Regency JS, LLC, a copy of which is attached hereto, and to take any other action necessary to accept the PILOT payments pursuant to the Agreement.

FHP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

PAYMENT IN LIEU OF TAXES AGREEMENT

This Agreement is entered into this _____ day of _____, 2020, by and between Regency JS, LLC, a Wisconsin limited liability company ("*Owner*"), whose sole member is Future Wisconsin Housing Fund, Inc., a Wisconsin nonstock corporation ("*FWHF*"), and the City of Sheboygan (the "*City*").

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. DEFINITIONS

a. The term "*Project*," shall mean the apartment projects located at 919 Wisconsin Avenue, Sheboygan, Wisconsin, more specifically described in Exhibit A, attached hereto.

b. The term "*Taxing Body*" shall mean the State of Wisconsin (the "*State*") or any political subdivision or taxing unit thereof in which the Projects are situated and which would have the authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to the Projects if they were not exempt from taxation.

2. EFFECTIVE DATE

Owner covenants and agrees that it will rent or lease the dwelling units within the Project to persons 55 years of age or older. This Agreement is effective as of January 1, 2020.

3. AGREEMENT TO MAKE PILOT

The City and Owner recognize the exemption of Owner and the Projects from all real and personal property tax under the Constitution and Statutes of the State. However, Owner has agreed to make a Payment in Lieu of Taxes ("*PILOT*") to the City.

4. CITY SERVICES

The City agrees to furnish governmental services and benefits to Owner and the Projects of the same type and to the same extent as are furnished from time to time, without cost or charge (except by means of property tax), to commercial, multi-unit residential dwellings and inhabitants of the City. Owner understands that it may be subject to special assessments or special charges charged by the City in the same manner that such special assessments and special charges are charged for similar services and or undertakings to commercial, multi-unit residential dwellings in the City.

5. **PILOT PAYMENTS**

a. **PILOT Amount.** In recognition of those services and benefits covered in this Agreement, Owner agrees to pay the City an annual PILOT for the Project for each calendar year during which Owner owns the Project. The PILOT shall be as follows:

	<u>919 Wisconsin Ave</u>
2020	\$21,600
2021 and years following	\$21,600

b. **Payment Due Date.** PILOT payments hereunder shall be due and payable (i) in full on or before January 31 of the year following the tax year for which the PILOT was calculated, or (ii) if Owner elects to pay in installments, according to the following schedule: one-half of the PILOT by January 31, and the remaining one-half by July 31, where January and July are in the year following the year for which the PILOT was calculated. Owner shall be deemed to have elected to pay the PILOT in installments as provided in (ii) above by making payments according to the schedule hereunder. Owner shall pay a 1% per month late fee on any delinquent PILOT payment; provided, however no late fee shall be assessed for non-payment or partial payment permitted under Section 5d., hereof.

c. **Use of Payment.** The City may use and expend PILOT payments hereunder in such manner and for such purposes, as the City desires.

6. **TERM**

This Agreement shall terminate on the day before the respective January 1st of the year during which any of the following events occurs:

a. The City determines that the Projects no longer legally qualify for property tax exemption.

b. Enactment by the State of a mandatory payment for municipal services by owners of property exempt from the general property tax or similarly situated owners of exempt property.

c. Repeal by the State of the property tax exemption for the Project and other similarly situated property.

d. Upon a determination by Owner that continuation of the Agreement is not in the best interests of Owner and after 30 days written notice to the City of such determination.

7. **INSPECTION AND DOCUMENTS**

Owner agrees to cooperate with the City (including, but not limited to, the City Assessor's Office, the City Attorney's Office, and the City Finance Department) with respect to

this Agreement by allowing inspections of the Projects, upon reasonable written request of the City, and of such documents that Owner and City may reasonably agree are relevant to an exemption determination.

8. AMENDMENT

The City and Owner expressly reserve the right to modify and amend this Agreement from time to time as they shall mutually agree in writing executed by the parties.

9. SEVERABILITY; GOVERNING LAW

If any provision hereof is held by a court of competent jurisdiction to be invalid, the remainder of this Agreement and/or the application of this Agreement to any other circumstance, shall not be affected thereby. The parties intend that the laws of the State shall be the governing laws with respect to this Agreement.

10. AUTHORITY

Owner represents and warrants to the City that its officers executing this Agreement have been duly authorized to so execute and to cause Owner to enter this Agreement. The City represents and warrants to Owner that the undersigned City officials are duly authorized to execute and to enter into this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officers as of the date and year first written above.

Regency JS, LLC
By: Future Wisconsin Housing Fund, Inc.,
Sole Member

By: _____
Name: _____
Title: _____

CITY OF Sheboygan

By: _____
Name: _____
Title: _____

EXHIBIT A
Legal Description

919 Wisconsin Avenue

The West 5 feet of Lot 1 and all of Lots 2, 3, 4, 5 and 6, Block 131, Original Plat, City of Sheboygan, Sheboygan County, Wisconsin, according to the recorded plan thereof.

III

Res. No. _____ - 20 - 21. By Alderpersons Donohue and Bohren.
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to execute the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

WHEREAS, the Village of Kohler Board approved this updated Agreement at its meeting on July 20, 2020; and

WHEREAS, this updated Agreement replaces the previous Agreement dated December 19, 2005 and Amendment No. 1 to that Agreement dated May 14, 2012.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan hereby approves the terms and conditions of the updated Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court.

BE IT FURTHER RESOLVED: That the Mayor and City Clerk are hereby authorized to execute the Agreement Between the City of Sheboygan and the Village of Kohler for the Operation of a Joint Municipal Court, a copy of which is attached hereto.

FAP

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN
AND THE VILLAGE OF KOHLER FOR
THE OPERATION OF A JOINT MUNICIPAL COURT**

THIS AGREEMENT is made and entered this ___ day of _____, 2020, by and between the City of Sheboygan, a Wisconsin municipal corporation (hereinafter the “City”), maintaining its municipal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081, and the Village of Kohler, a Wisconsin municipal corporation (hereinafter the “Village”), maintaining its principal offices at 319 Highland Drive, Kohler, Wisconsin 53044.

W I T N E S S E T H:

WHEREAS, Wisconsin Statute § 755.01(1) provides that any municipality may establish a municipal court to be maintained at the expense of the municipality; and

WHEREAS, Wisconsin Statute § 755.01(4) provides that two or more cities, villages or towns may enter into an agreement under Wisconsin Statute § 66.0301 for the joint exercise of the power granted under Wisconsin Statute § 755.01(1), after enactment of identical ordinances by each participating municipality; and

WHEREAS, the City and the Village have enacted identical ordinances thereby creating and establishing a municipal court to serve the Village of Kohler and the City of Sheboygan; and

WHEREAS, the City and the Village, have expressed willingness to enter into an Agreement for the joint operation of said municipal court and for the equitable sharing of the costs thereof, pursuant to Wisconsin Statute § 66.0301.

NOW, THEREFORE, in consideration of the mutual promises and benefits to be derived by each municipality from the joint operation of a municipal court, the City and the Village hereby contract and agree as follows:

1. **General**. The joint municipal court shall be organized and shall operate pursuant to Chapter 755 of the Wisconsin Statutes, the ordinances enacted by the parties hereto and the terms of this Agreement. In the event of conflicts, the provisions of Wisconsin Statutes shall prevail.

2. **Name**. The name of the court shall be “The Sheboygan Area Municipal Court.”

3. **Lead Agency**. The City of Sheboygan shall act as the lead agency for purposes of administering the operations of the court. As such, any employees of the court, including the judge, shall be City of Sheboygan employees.

4. Costs. The City and the Village agree to share in the costs of administering the operation of the Court as follows:

- (a) Court Costs. The local share of the court costs required to be collected pursuant to Wisconsin Statute § 814.65(1), shall be retained by the City to be applied to the operating expenses of the court or disbursed as provided by this Agreement.
- (b) Court Operating Expenses. The Village shall each pay a flat annual fee of five-thousand dollars (\$5,000.00) towards the costs of operating and administering the court. Payment shall be made within 30 days of billing. The annual fee may be adjusted by agreement of each of the municipalities on an annual basis during the first two years of the contract, and every three years thereafter. Said adjustment shall be based upon a review of the following data, which shall be tracked by the City: the annual gross operating expense, the annual number of citations issued by each municipality, the annual number of trials held on matters related to citations issued by each municipality, and the percentage of forfeitures and costs collected by the court on citations issued by each municipality in a given year. Any party may initiate review by making a request to the other parties in writing.
- (c) Capital Expenditures and Start-Up Expenses. The cost of capital expenditures for such items as office furniture and equipment, software and court recording equipment, etc., necessary to begin operations, incurred prior to or after the effective date of this Agreement, shall be shared as follows: City 90%/Village 10%.
- (d) Costs of operating or administering the court shall include, but not be limited to: compensation and fringe benefits paid to the municipal judge, court clerk and other court-related personnel (except prosecuting attorney), offices supplies, public notices, costs, judgments or damages incurred arising out of claims or causes of action accruing by reason of operation of the municipal court and other incidental expenses related to the operation of the court. Expenses for non-court municipal personnel, such as police officers, code enforcement personnel, or prosecutors, required to attend trials and hearings, and all costs associated with service of process in cases initiated by each municipality, shall be paid by the respective municipality and shall not be considered part of the gross operating expense for the court.
- (e) All forfeitures resulting from citations issued by the Village and processed by the court shall be paid to the City. At least monthly, the City shall disburse to the Village all forfeitures collected for which judgment was entered and other monies collected for taxable costs under Wisconsin Statute Chapter 814 actually paid by the Village and ordered reimbursed as part of the judgment or sentence, resulting from citations issued by the

Village less such monies as are retained pursuant to paragraph (a) above and paragraph (f) below. At that time, the City shall report to the Village or the Town the title of the action, the offense for which the forfeitures were imposed, and the total amount of the judgment, including forfeitures, assessments and costs.

- (f) Mandatory assessments and charges established by Wisconsin Statutes shall be added to all judgments entered by the court and disbursed as required by statute.

5. **Term, Termination and Amendment.** This Agreement shall remain in effect for an initial period coinciding with the term of the current elected Municipal Judge, and shall automatically renew thereafter, on the same terms, for successive four-year periods, coinciding with the term of office for the Municipal Judge, unless either party requests a review of the substantive terms of this Agreement within eight months prior to the end of the term and the parties agree to amend the terms.

Any amendment or modification must be in writing, approved and executed by each municipality.

6. **Severability.** If any part, term or provision of this Agreement is held by the courts to be illegal or otherwise unenforceable, such illegality or unenforceability shall not affect the validity of any other part, term or provision, and the rights of the parties will be construed as if the unenforceable part, term or provision was never part of the Agreement.

7. **Entire Agreement.** This written Agreement, and written amendments, together with the identical Ordinances enacted by the Village and the City, creating and establishing the joint municipal court, shall constitute the entire agreement between the the Village, and the City on the subject matter hereof.

8. **Effective Date.** This Agreement shall become effective on the day following execution.

This document consists of four (4) typewritten pages including the following signature page.

IN WITNESS WHEREOF, the parties have caused the execution of this Agreement in duplicate as of the date first written above.

VILLAGE OF KOHLER

CITY OF SHEBOYGAN

BY: _____
Thomas Leonhardt, President

BY: _____
Michael J. Vandersteen, Mayor

ATTEST:

ATTEST:

Laurie A. Lindow, Clerk/Treasurer

Meredith DeBruin, City Clerk

C:\adams\documents\MunCtJtCityKohler - 7-1-20

III

Res. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
August 17, 2020.

A RESOLUTION authorizing the Director of Public Works to accept a conveyance of certain lands from Acuity Insurance.

RESOLVED: That the City of Sheboygan hereby authorizes the Director of Public Works to take any and all actions necessary for the acceptance of a dedication of lands for street right-of-way purpose, as described on the attached Exhibit. Said actions include, but are not limited to, receiving deeds and easement documents and recording said documents.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

EXHIBIT

CLIENT

Mortenson

SITE ADDRESS

2800 S. Taylor Drive, City of Sheboygan, Sheboygan County, Wisconsin.

LEGAL DESCRIPTION

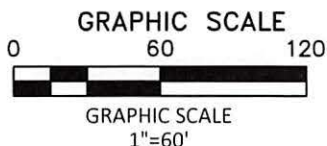
Right of way Conveyance for 2800 S. Taylor Drive
 Bearings are referenced to the Sheboygan County Coordinate System, in which the South line of the Southwest 1/4 of Section 28, Town 15 North, Range 23 East, bears N89°33'20"E.

A part of Lot 1 of CSM V29, P162-169 in the Southeast 1/4 of the Southwest 1/4 of Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin, more fully described as follows:

Commencing at the Southeast corner of said Southwest 1/4 section; thence South 89°33'20" West along the South line of said Quarter Section 299.29 feet to the point of beginning of the lands described hereinafter; thence continue South 89°33'20" West along said South line 503.87 feet to a point; thence South 00°22'36" West 33.00 feet to a point; thence North 89°33'20" East 417.88 feet to a point; thence South 60°28'35" East 62.69 feet to a point on the West line of Taylor Avenue; thence North 26°07'07" East along said West line 71.90 feet to the point of beginning.

Said land contains 17,457 square feet or 0.4008 acres.

LOT 1
 CSM V29
 P162-169
 PARCEL ID#
 59281431097



DATE: May 11, 2020

CHISELED CROSSES ON MANHOLE SE COR. OF SW 1/4 SEC. 28, T15N, R23E.

CHAPUT
LAND SURVEYS

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

Date	Revision description

This document is an instrument of professional service, and may be protected by the surveyors work product doctrine or surveyor / client privilege. The information shown hereon is intended solely for the use of the client and client directed third parties.
 Drawing No. 2568-far

III

Res. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to approve the dedication of a temporary limited easement for purposes of allowing Rogers Behavioral Health to grade in the City of Sheboygan right-of-way.

RESOLVED: That the Mayor and City Clerk are hereby authorized to enter into the attached temporary limited easement dedicating 0.392 acres of land to Rogers Behavioral Health for the purpose of grading.

aw

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

TEMPORARY LIMITED EASEMENT

Exempt from filing transfer form [s. 77.21(1), 77.22(1) Wis. Stats.]
lpa1577 04/2016 (replaces lpa1577 10/2011)

THIS EASEMENT, made by the **CITY OF SHEBOYGAN**, a municipal corporation of the State of Wisconsin, GRANTOR, conveys a temporary limited easement as described below to **ROGERS MEMORIAL HOSPITAL, INC.**, a Wisconsin non-stock corporation, GRANTEE, for the sum of **One** dollars (**\$1.00**) and other valuable consideration for the purpose of the grading in the **South Taylor Drive** right of way, in the City of Sheboygan, Sheboygan County, Wisconsin.

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

Other persons having an interest of record in the property: None per this document.

This easement shall terminate upon completion of the earthwork operations (including final restoration) but shall not extend beyond October 15, 2021.

This space is reserved for recording data

Return to
City of Sheboygan
City Attorney's Office
828 Center Avenue, Suite 210
Sheboygan, WI 53081

Parcel Identification Number/Tax Key Number
For the benefit of 59281215710

MAP AND LEGAL DESCRIPTION ARE ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE - SEE ATTACHED TEMPORARY GRADING EASEMENT EXHIBIT

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Signature Date

Print Name and Title

Date

State of Wisconsin)
)
) ss.
 County)

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

Signature, Notary Public, State of Wisconsin

Print or Type Name, Notary Public, State of Wisconsin

Date Commission Expires

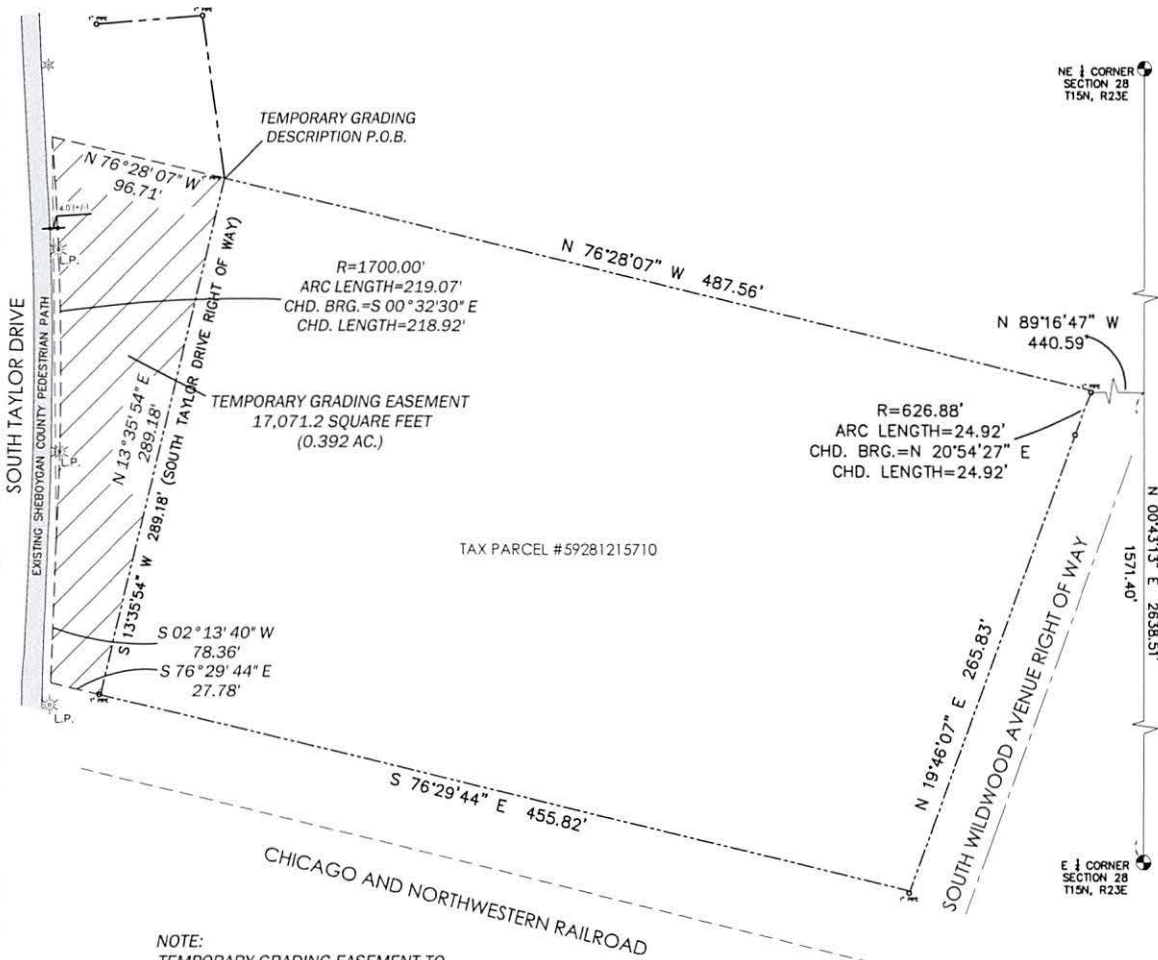
This instrument was drafted by:
Michael P. Born, WI PLS S-2984
City of Sheboygan

Temporary Grading Easement for Rogers Behavioral Health 1108 South Wildwood Avenue

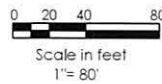
Part of Government Lot 1, Section 28, Township 15 North, Range 23 East, City of Sheboygan, Sheboygan County, Wisconsin.

COMMENCING at the East $\frac{1}{4}$ corner of Section 28, thence N 00° 43' 13" E, 1571.40 feet along the East line of the NE $\frac{1}{4}$ of said Section; thence N 89° 16' 47" W, 440.59 feet to the west line of South Wildwood Avenue Right of Way and NE corner of said property; thence N 76° 28' 07" W, 487.56 feet to the Point of Beginning for the Temporary Grading description; thence N 76° 28' 07" W, 96.71 feet; thence 1700 foot radii curve with an arc length of 219.07 feet, central angle of 7° 23' 01", chord bearing S 00° 32' 30" E and a chord length of 218.92 feet; thence S 02° 13' 40" W, 78.36 feet; thence S 76° 29' 44" E, 27.78 feet; to the SW corner of said property and the East line of the South Taylor Drive Right of Way; thence N 13° 35' 54" E, 289.18 feet along the East line of the South Taylor Drive Right of Way to the Point of Beginning.

The above description for the temporary grading easement area described contains 0.392 acres (17,071.2 square feet) of land, more or less.



NOTE:
TEMPORARY GRADING EASEMENT TO
REMAIN ACTIVE UNTIL COMPLETION OF
EARTHWORK OPERATIONS (INCLUDING
FINAL RESTORATION) BUT SHALL NOT
EXTEND BEYOND OCTOBER 15, 2021.



III
Subs. of Res. No. 65 - 20 - 21. By Alderpersons Donohue and Bohren.
August 17, 2020.

RESOLUTION AWARDING THE SALE OF \$4,635,000 GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2020C

WHEREAS, on July 20, 2020, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Refunding Bonds, Series 2020C (the "Bonds") for the public purpose of refinancing certain outstanding obligations of the City, to wit: the callable maturities of its General Obligation Corporate Purpose Bonds, Series 2007B, dated September 1, 2007 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on August 17, 2020;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on August 17, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the

City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION SIX HUNDRED THIRTY-FIVE THOUSAND DOLLARS (\$4,635,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2020C"; shall be issued in the aggregate principal amount of \$4,635,000; shall be dated September 15, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2025 for the payments due in the years 2021 through 2026 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for

General Obligation Refunding Bonds, Series 2020C, dated September 15, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and

disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenants that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds,

to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on October 1, 2020 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WFPF to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date.

All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ September 15, 2020 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,635,000, all of which are of like tenor, except as to denomination, interest rate, and maturity date, issued by the City

pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on August 17, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

COPY

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007B,
DATED SEPTEMBER 1, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2021	\$775,000	4.75 %	8210226B1
10/01/2022	800,000	4.75	8210226C9
10/01/2023	800,000	4.75	8210226D7
10/01/2024	800,000	4.875	8210226E5
10/01/2025	800,000	4.875	8210226F2
10/01/2026	800,000	4.875	8210226G0

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2020.

Said Bonds will cease to bear interest on October 1, 2020.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, or electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Assured Guaranty Municipal Corp., or any successor, the successor bond insurer of the Bonds.

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred Res. No. 65-20-21 by Alderpersons
Donohue and Bohren awarding the sale of \$4,610,000 General Obligation
Refunding Bonds, Series 2020C.

_____ 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. 45 - 20 - 21. By Alderpersons Donohue and Bohren.
August 3, 2020.

RESOLUTION AWARDING THE SALE OF \$4,610,000 GENERAL OBLIGATION
REFUNDING BONDS, SERIES 2020C

WHEREAS, on July 20, 2020, the Common Council of the City of Sheboygan, Sheboygan County, Wisconsin (the "City") adopted a resolution (the "Set Sale Resolution"), providing for the sale of General Obligation Refunding Bonds, Series 2020C (the "Bonds") for the public purpose of refinancing certain outstanding obligations of the City, to wit: the callable maturities of its General Obligation Corporate Purpose Bonds, Series 2007B, dated September 1, 2007 (the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the Common Council deems it to be necessary, desirable and in the best interest of the City to refund the Refunded Obligations for the purpose of achieving debt service savings;

WHEREAS, the City is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, pursuant to the Set Sale Resolution, the City has directed Wisconsin Public Finance Professionals, LLC ("WPFP") to take the steps necessary to sell the Bonds to pay the cost of the Refunding;

WHEREAS, WPFP, in consultation with the officials of the City, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Bonds and indicating that the Bonds would be offered for public sale on August 17, 2020;

WHEREAS, the City Clerk (in consultation with WPFP) caused a form of notice of the sale to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Bonds for public sale on August 17, 2020;

WHEREAS, the City has duly received bids for the Bonds as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

WHEREAS, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the

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City. WFPF has recommended that the City accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City that:

Section 1. Ratification of the Official Notice of Sale and Offering Materials. The Common Council hereby ratifies and approves the details of the Bonds set forth in Exhibit A attached hereto as and for the details of the Bonds. The Official Notice of Sale and any other offering materials prepared and circulated by WFPF are hereby ratified and approved in all respects. All actions taken by officers of the City and WFPF in connection with the preparation and distribution of the Official Notice of Sale, and any other offering materials are hereby ratified and approved in all respects.

Section 1A. Authorization and Award of the Bonds. For the purpose of paying the cost of the Refunding, there shall be borrowed pursuant to Section 67.04, Wisconsin Statutes, the principal sum of FOUR MILLION SIX HUNDRED TEN THOUSAND DOLLARS (\$4,610,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Bonds for the sum set forth on the Proposal, plus accrued interest to the date of delivery, resulting in a true interest cost as set forth on the Proposal, is hereby accepted. The Mayor and City Clerk or other appropriate officers of the City are authorized and directed to execute an acceptance of the Proposal on behalf of the City. The good faith deposit of the Purchaser shall be applied in accordance with the Official Notice of Sale, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Bonds shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Refunding Bonds, Series 2020C"; shall be issued in the aggregate principal amount of \$4,610,000; shall be dated September 15, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on October 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Bonds is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Bonds are not subject to optional redemption.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the City are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the City a direct annual irrepealable tax in the years 2020 through 2025 for the payments due in the years 2021 through 2026 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the City shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the City and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the City for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the City then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the City, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the City may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for

General Obligation Refunding Bonds, Series 2020C, dated September 15, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the City at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the City above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the City, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the City, unless the Common Council directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the City and

disbursed solely for the purpose or purposes for which borrowed. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the City, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The City represents and covenants that the projects financed by the Bonds and by the Refunded Obligations and the ownership, management and use of the projects will not cause the Bonds or the Refunded Obligations to be "private activity bonds" within the meaning of Section 141 of the Code. The City further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The City further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City Clerk or other officer of the City charged with the responsibility of issuing the Bonds shall provide an appropriate certificate of the City certifying that the City can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The City also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the City will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Bonds are hereby designated as "qualified tax exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax exempt obligations.

Section 11. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the City of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the City has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The City hereby authorizes the officers and agents of the City to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 12. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the City Clerk or the City Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Bonds. The City shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Mayor and City Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The City shall cooperate in any such transfer, and the Mayor and City Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 14. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the City at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the City agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the City Clerk or other authorized representative of the City is authorized and directed to execute and deliver to DTC on behalf of the City to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the City Clerk's office.

Section 16. Official Statement. The Common Council hereby approves the Preliminary Official Statement with respect to the Bonds and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the City in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate City official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The City Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The City hereby covenants and agrees, for the benefit of the owners of the Bonds,

to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the City to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Mayor and City Clerk, or other officer of the City charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the City's Undertaking.

Section 18. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on October 1, 2020 at a price of par plus accrued interest to the date of redemption.

The City hereby directs the City Clerk to work with WFPF to cause timely notice of redemption, in substantially the form attached hereto as Exhibit F and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Any and all actions heretofore taken by the officers and agents of the City to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 19. Record Book. The City Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 20. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the City are authorized to take all actions necessary to obtain such municipal bond insurance. The Mayor and City Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Mayor and City Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 21. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Common Council or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

By Lynne Nowlin

DRAFT

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

EXHIBIT A

Official Notice of Sale

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

To be provided by Wisconsin Public Finance Professionals, LLC and incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Wisconsin Public Finance Professionals, LLC and
incorporated into the Resolution.

(See Attached)

DRAFT

EXHIBIT E

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
STATE OF WISCONSIN
SHEBOYGAN COUNTY
NO. R- _____ CITY OF SHEBOYGAN \$ _____
GENERAL OBLIGATION REFUNDING BOND, SERIES 2020C

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
October 1, _____ September 15, 2020 _____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS (\$ _____)

FOR VALUE RECEIVED, the City of Sheboygan, Sheboygan County, Wisconsin (the "City"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the City Clerk or City Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the City are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$4,610,000, all of which are of like tenor, except as to denomination, interest rate, and maturity date, issued by the City

pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of paying the cost of refunding certain obligations of the City, as authorized by a resolution adopted on August 17, 2020. Said resolution is recorded in the official minutes of the Common Council for said date.

This Bond is not subject to optional redemption.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the City, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond has been designated by the Common Council as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Bond is transferable only upon the books of the City kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the City appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the City for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds after the Record Date. The Fiscal Agent and City may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, the City of Sheboygan, Sheboygan County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Mayor and City Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN

By: _____
Michael J. Vandersteen
Mayor

(SEAL)

By: _____
Meredith DeBruin
City Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT F

NOTICE OF FULL CALL*

Regarding

CITY OF SHEBOYGAN
SHEBOYGAN COUNTY, WISCONSIN
GENERAL OBLIGATION CORPORATE PURPOSE BONDS, SERIES 2007B,
DATED SEPTEMBER 1, 2007

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the dates and in the amounts; bear interest at the rates; and have CUSIP Nos. as set forth below have been called by the City for prior payment on October 1, 2020 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
10/01/2021	\$775,000	4.75 %	8210226B1
10/01/2022	800,000	4.75	8210226C9
10/01/2023	800,000	4.75	8210226D7
10/01/2024	800,000	4.875	8210226E5
10/01/2025	800,000	4.875	8210226F2
10/01/2026	800,000	4.875	8210226G0

The City shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before October 1, 2020.

Said Bonds will cease to bear interest on October 1, 2020.

By Order of the
Common Council
City of Sheboygan
City Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, or electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to October 1, 2020 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org. Notice shall also be provided to Assured Guaranty Municipal Corp., or any successor, the successor bond insurer of the Bonds.

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred Res. No. 66-20-21 by Alderpersons Donohue and Bohren authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan; 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

4.6

Res. No. 46 - 20 - 21. By Alderpersons Donohue and Bohren. August 3, 2020.

A RESOLUTION authorizing the City Administrator to negotiate settlement of certain claims made by the City of Sheboygan.

WHEREAS, Resolution No. 64-17-18 authorized "the City Administrator or his/her designee" to "negotiate and settle liability insurance claims in an amount not to exceed \$50,000, without prior approval of the Finance and Personnel Committee and Common Council, in instances where, in consultation with the City Attorney's Office and Finance Department, the City Administrator or his/her designee determines it to be in the best interest of the City to settle said claim(s) in an expeditious manner"; and

WHEREAS, Resolution No. 64-17-18 also authorizes the City Administrator or his/her designee to disallow claims made against the City of \$50,000 or less; and

WHEREAS, the authorizations in Resolution No. 64-17-18 address claims made against the City in which it is alleged that the City is liable; and

WHEREAS, the Common Council finds it beneficial to also authorize the City Administrator or the City Administrator's designee to negotiate settlement of claims made by the City.

NOW, THEREFORE, BE IT RESOLVED: That the City Administrator or his/her designee is hereby authorized to negotiate and settle claims made by the City without prior approval of the Finance and Personnel Committee and Common Council in instances where: (1) in consultation with the City Attorney's Office and the Finance Department, the City Administrator or his/her designee determines it to be in the best interest of the City to settle said claim(s) in an expeditious manner and (2) the total amount compromised for a given claim is \$50,000 or less.

FAP

BE IT FURTHER RESOLVED: That those claims settled under this authorization shall be reported promptly to the Finance and Personnel Committee.

Mylyme Nowlin

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

VIII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred Res. No. 67-20-21 by Alderpersons Donohue and Bohren adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2021 coverage and establishing the monthly premium equivalent rates effective for January 2021 coverage and thereafter; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

Res. No. 67 - 20 - 21. By Alderpersons Donohue and Bohren. August 3, 2020.

A RESOLUTION adopting certain changes to the City's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2021 coverage and establishing the monthly premium equivalent rates effective for January 2021 coverage and thereafter.

RESOLVED: That the following changes to the City of Sheboygan's Medical Benefit Plan and Dental Benefit Plan effective for calendar year 2021 are hereby adopted:

1) Effective January 1, 2021, all eligible employees and retirees have a qualified High Deductible Health Plan ("HDHP") which requires the deductible to be met first by one or more members on the Plan. The Plan has a deductible of \$1,500 for single coverage and a \$3,000 deductible for all other coverage. Once the deductible is met, co-pays and/or co-insurance may apply. Certain preventive services are covered at 100%, including certain preventive medications which automatically apply to a co-pay schedule. In 2021, in-network co-insurance will be covered at 90% after the deductible is met. In addition, the medical out-of-pocket maximum is \$3,000 for those with single coverage and \$6,000 for all other coverage with an embedded \$4,500 individual out-of-pocket maximum.

2) 2021 Health Insurance Monthly Premium Rates

a) The monthly premium for health insurance in 2021 shall be as follows:

<u>Coverage</u>	
Single	\$ 901.34
Employee w/spouse	\$1,709.16
Employee w/children	\$1,546.38
Family	\$2,373.76

b) The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 76.60
Employee w/spouse	\$145.28
Employee w/children	\$131.44
Family	\$201.76

FHP

- c) The monthly employee premium equivalent rates for part-time, eligible employees shall be:

Coverage

Single	\$ 450.67
Employee w/spouse	\$ 854.58
Employee w/children	\$ 773.19
Family	\$1,186.88

- d) New employees, those not previously eligible for health insurance, and those not previously participating in the City of Sheboygan Health Insurance Plan will receive the rates listed in subsection (a) above for the 2021 plan year (and the associated rates for the 2022 plan year) in order to allow the employee the necessary time to participate in the Wellness Plan Year, which runs from September 1 to August 31.

- 3) In 2021, the City will partially fund a Health Savings Account (HSA) for employees and/or family members (eligibility follows IRS guidelines) on the plan as of January 1, 2021. Except in the case of a collective bargaining agreement that states otherwise, the maximum City funding amounts will total \$750 for those with single coverage and \$1,500 for those of employee plus spouse, employee plus child(ren), and full family coverage. Additionally:

- a) Employees who are on the Plan on January 1, 2021 shall have their HSA funded in January 2021.
- b) No contributions will be made for those new to the plan on or after January 1, 2021.
- c) HSA contributions are issued to an employee and/or family member based on eligibility of the employee and/or retiree on January 1. Mid-year changes for an active plan participant after January 1 are not eligible for HSA contributions. In addition, COBRA-only participants are not eligible for the City contribution to the HSA.
- d) Employees/retirees are responsible for notifying the Human Resources Department if the employee/ retiree is or will be an active participant of a secondary government-issued health insurance, such as Medicare or Tricare, as of January 1 of the Plan year. Following IRS guidelines, neither the City nor the employee may contribute to a HSA account if the employee is also participating in the government plan.
- e) Employees/retirees who elect the family plan, employee plus child(ren) plan, and employee plus spouse plan remain eligible for the applicable HSA contribution, even if their dependent

is on a government issued plan so long as their spouse is not listed on the employee's HSA account. Once an employee is not eligible for the HSA contribution, no HSA contribution will be provided to spouse and/or dependents on the plan.

- 4) A spousal surcharge shall be applied to employees who cover their spouse on the City's Medical Benefit Plan when that spouse works full-time and is eligible for insurance through their employer but chooses to remain on the City's insurance. The spousal surcharge is \$100 per month (\$50 charged during the first two payrolls of each month).
- 5) Eligible full-time employees who waive or drop coverage will be eligible for an opt-out incentive, with a maximum yearly benefit of \$1,200. This amount would be paid directly to the employee in the last quarter of the calendar year for any month the full-time eligible employee is not on the Medical Benefit Plan.
- 6) In all cases, employees are eligible for either the opt-out incentive or the HSA contribution as of the employee's January 1 election; not both.
- 7) Effective January 1, 2021, all qualified employees will have a Dental Benefit Plan available. This plan has a \$25 deductible per participant and a maximum \$1,500 benefit per year per participant. Effective for January 2021 coverage and thereafter the monthly premium equivalent rates for the City of Sheboygan Dental Plan for active employees are hereby adopted:

8) 2021 Dental Insurance Monthly Premium Rates

- a) The monthly premium for dental insurance in 2021 shall be as follows:

<u>Coverage</u>	
Single	\$ 47.52
Employee w/children	\$107.14
Employee w/spouse	\$ 95.88
Family	\$157.42

- b) The monthly employee premium equivalent rates for full-time employees shall be:

<u>Coverage</u>	
Single	\$ 7.14
Employee w/spouse	\$ 14.38
Employee w/children	\$ 16.08
Family	\$ 23.62

c) The monthly employee premium equivalent rates for part-time employees shall be:

<u>Coverage</u>	
Single	\$ 23.76
Employee w/spouse	\$ 47.94
Employee w/children	\$ 53.57
Family	\$ 78.72


9) Effective for January 2021 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees not on Medicare shall be:

<u>Coverage</u>	
Single	\$ 901.34
Retiree w/spouse	\$1,709.16
Retiree w/children	\$1,546.38
Retiree w/family	\$2,373.76

10) Effective for January 2021 coverage and thereafter the monthly premium equivalent rates for the Medical Benefit Plan that will be charged to retirees on Medicare shall be:

<u>Coverage</u>	
Medicare/Single	\$ 758.36
Medicare/1	\$1,659.70
Medicare/2	\$1,516.72

BE IT FURTHER RESOLVED: That said changes and rates shall not supercede the provisions contained within any applicable collective bargaining agreements.



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

Dated _____ 20____, _____, City Clerk

Approved _____ 20____, _____, Mayor

VII

R. C. No. _____ - 20 - 21. By FINANCE AND PERSONNEL COMMITTEE.
August 17, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 69-20-21 by Alderpersons Donohue and Bohren authorizing the appropriate City officials to enter into a Loan Agreement with the Housing Authority of the City of Sheboygan; recommends adopting the Resolution.

_____ Committee

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

III

DIRECT REFERRAL TO FINANCE AND PERSONNEL COMMITTEE

Res. No. 69 - 20 - 21. By Alderpersons Donohue and Bohren.
August 10, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a Loan Agreement with the Housing Authority of the City of Sheboygan.

RESOLVED: That the Common Council hereby authorizes the appropriate City officials to enter into a Loan Agreement with the Housing Authority of the City of Sheboygan, a copy of which is attached hereto along with the associated Promissory Note.

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

CITY LOAN AGREEMENT

This City Loan Agreement (“Agreement”) is entered into on June ___, 2020, by and between the City of Sheboygan (“Lender”) and The Housing Authority of the City of Sheboygan (“Borrower”).

RECITALS

A. The Borrower is the managing member of Wasserman Redevelopment, LLC, a Wisconsin limited liability company (“Project Owner”).

B. Project Owner owns and is in the process of rehabilitating the Eugene Wasserman Apartments located at 611 N. Water Street in Sheboygan, Wisconsin, for use as a 105-unit affordable residential rental project for the elderly (the “Project”).

C. In order to provide a portion of the funding for the completion of the rehabilitation of the Project, Borrower desires to obtain a loan from Lender in the maximum principal amount of \$1,472,500 (the “City Loan”).

D. Borrower has been working on the redevelopment of the Project for three years and Borrower is eligible for reimbursement from the Department of Housing and Urban Development (“HUD”) for costs it has incurred in preparing for the redevelopment, as well as various costs associated with the actual redevelopment.

E. Lender desires to advance the City Loan to Borrower on the terms and conditions set forth in this Agreement.

TERMS

1. Loan Disbursements. Lender shall advance the proceeds of the Loan in installments within three (3) business days following the receipt of a written request from Borrower (a “Funding Request”). Each Funding Request shall designate the transfer and routing information for Project Owner’s disbursement account for the Project. Lender’s transfer of funds to the Project Owner disbursement account designated in the Funding Request shall constitute an advance of Loan funds by Lender to Borrower under this Agreement. Lender shall have no obligation to make further advances under this Agreement after December 31, 2020.

2. Interest Rate. The amounts advanced by Lender to Borrower under this Agreement shall bear simple interest at the rate of 4.25% per annum.

3. Maturity Date. The maturity date of the Loan shall be August ___, 2025.

4. Promissory Note. The Borrower’s obligation to repay the amounts advanced hereunder, plus interest accrued thereon, shall be evidenced by an unsecured promissory note in the form attached to this Agreement as Exhibit A (the “Note”).

5. Loan Repayment. Accrued interest on the Note for each calendar year shall be payable no later than December 31 from available cash reserves of Borrower. It is anticipated by Borrower and Lender that the principal amount of the Loan shall be repaid in

whole or in part from Borrowers available funds and in addition upon Borrower's receipt of: (a) Asset Repositioning Fees from HUD, which are anticipated to be allocated and paid by HUD to Borrower over a three-year period; and (b) Demolition Disposition Transition Funding to be allocated and paid by HUD to Borrower over a five-year period. Borrower hereby agrees to apply such funds to repayment of the Loan promptly upon receipt. Borrower may prepay all or any portion of the Loan at any time from any source. Repaid amounts shall not be reloaned to Borrower. Any principal or accrued interest that has not been paid by the maturity date set forth above shall be due and payable in full on the maturity date.

6. Representations and Warranties. Borrower represents and warrants to and for the benefit of Lender that (a) Borrower is authorized to obtain the Loan on the terms set forth herein, and to execute this Agreement and the Note; and (b) Borrower shall cause Project Owner to utilize the Loan proceeds to pay construction and development costs incurred in connection with the rehabilitation of the Project. Lender represents to and for the benefit of Borrower that Lender is authorized to make the Loan on the terms set forth herein.

7. Loan by Borrower to Project Owner. Lender acknowledges and agrees that each Loan advance under this Agreement shall be documented as an amount that is simultaneously loaned by Borrower to Project Owner.

8. Default. Borrower shall be in default under this Agreement and the Note in the event that (a) Borrower shall fail to apply the sources of HUD funds described in Section 5 to repayment of the Loan; or (b) the Loan has not been repaid in full by the maturity date. Lender may declare the Loan and Note payable in full following an event of default.

9. Miscellaneous. This Agreement is governed by Wisconsin law, and, together with the Note, shall constitute the entire Agreement of Lender and Borrower with respect to the Loan. Each of Borrower and Lender shall pay its own costs and expenses in connection with the origination, funding and documentation of the Loan. This Agreement may be executed in counterparts, and each executed counterpart shall constitute a separate instrument.

IN WITNESS WHEREOF, Borrower and Lender execute this Agreement effective as of the date first above written.

Borrower

Lender

The Housing Authority of the City of
Sheboygan

City of Sheboygan

By: _____
Its: _____

By: _____
Its: _____

PROMISSORY NOTE

Sheboygan, Wisconsin

Dated: August __, 2020

FOR VALUE RECEIVED, the undersigned, The Housing Authority of the City of Sheboygan (the "Borrower"), promises to pay to the order of the City of Sheboygan (the "Lender") at such place as Lender may designate in writing, the amounts advanced by Lender to Borrower under the City Loan Agreement of even date herewith (the "Loan Agreement"), plus interest as therein provided, in lawful money of the United States. Undefined capitalized terms used in this Promissory Note shall have the meaning set forth in the Loan Agreement.

1. Interest Rate.

Simple interest on the outstanding principal amount of the Loan shall accrue at the rate of 4.25% per annum, as provided in the Loan Agreement.

2. Repayment.

A. The balance of this Note shall be repaid as provided in Section 5 of the Loan Agreement.

B. All amounts due under this Note shall be payable in full no later than the maturity date specified in the Loan Agreement.

3. Prepayments.

The outstanding principal balance of this Note may be freely prepaid in whole or in part at any time, without any penalty or fee whatsoever.

4. Interest Limitation.

Nothing herein contained, nor any transaction relating thereto, or hereto, shall be construed or so operate as to require the Borrower to pay or be charged interest at a greater rate than the maximum allowed by the applicable law relating to this Note. Should any interest or other charges charged, paid, or payable by the Borrower in connection with this Note or any other document delivered in connection herewith, result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by the applicable law as aforesaid, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under this Note.

5. Events of Default; Remedies.

Upon the occurrence of a default under Section 8 of the Loan Agreement and during the continuance thereof, Lender may, without further notice, declare the entire unpaid and outstanding principal balance hereunder and all accrued interest, together with all other indebtedness of Borrower to Lender, to be due and payable in full forthwith, without

presentment, demand, or notice of any kind, all of which are hereby expressly waived by Borrower, and thereupon Lender shall have and may exercise any one or more of the rights and remedies provided herein or in the Loan Agreement. Nothing herein is intended, nor should it be construed, to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or the Loan Agreement.

6. **Costs of Collection.**

Borrower agrees, in case of a default, to pay all costs of collection.

7. **No Waiver of Default.**

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. While the Loan is in default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of Borrower, constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of Borrower.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO PROMISSORY NOTE BY THE HOUSING AUTHORITY OF
THE CITY OF SHEBOYGAN IN FAVOR OF THE CITY OF SHEBOYGAN]**

The undersigned has executed the foregoing Promissory Note as of the date first set forth above.

BORROWER:

THE HOUSING AUTHORITY OF THE
CITY OF SHEBOYGAN

By: _____
Name: _____
Its: _____

CITY LOAN AGREEMENT

This City Loan Agreement ("Agreement") is entered into on ^{October} ~~June~~ 13, 2020, by and between the City of Sheboygan ("Lender") and The Housing Authority of the City of Sheboygan ("Borrower").

RECITALS

A. The Borrower is the managing member of Wasserman Redevelopment, LLC, a Wisconsin limited liability company ("Project Owner").

B. Project Owner owns and is in the process of rehabilitating the Eugene Wasserman Apartments located at 611 N. Water Street in Sheboygan, Wisconsin, for use as a 105-unit affordable residential rental project for the elderly (the "Project").

C. In order to provide a portion of the funding for the completion of the rehabilitation of the Project, Borrower desires to obtain a loan from Lender in the maximum principal amount of \$1,472,500 (the "City Loan").

D. Borrower has been working on the redevelopment of the Project for three years and Borrower is eligible for reimbursement from the Department of Housing and Urban Development ("HUD") for costs it has incurred in preparing for the redevelopment, as well as various costs associated with the actual redevelopment.

E. Lender desires to advance the City Loan to Borrower on the terms and conditions set forth in this Agreement.

TERMS

1. Loan Disbursements. Lender shall advance the proceeds of the Loan in installments within three (3) business days following the receipt of a written request from Borrower (a "Funding Request"). Each Funding Request shall designate the transfer and routing information for Project Owner's disbursement account for the Project. Lender's transfer of funds to the Project Owner disbursement account designated in the Funding Request shall constitute an advance of Loan funds by Lender to Borrower under this Agreement. Lender shall have no obligation to make further advances under this Agreement after December 31, 2020.

2. Interest Rate. The amounts advanced by Lender to Borrower under this Agreement shall bear simple interest at the rate of 4.25% per annum.

3. Maturity Date. The maturity date of the Loan shall be August 13, 2025.

4. Promissory Note. The Borrower's obligation to repay the amounts advanced hereunder, plus interest accrued thereon, shall be evidenced by an unsecured promissory note in the form attached to this Agreement as Exhibit A (the "Note").

5. Loan Repayment. Accrued interest on the Note for each calendar year shall be payable no later than December 31 from available cash reserves of Borrower. It is anticipated by Borrower and Lender that the principal amount of the Loan shall be repaid in

whole or in part from Borrowers available funds and in addition upon Borrower's receipt of: (a) Asset Repositioning Fees from HUD, which are anticipated to be allocated and paid by HUD to Borrower over a three-year period; and (b) Demolition Disposition Transition Funding to be allocated and paid by HUD to Borrower over a five-year period. Borrower hereby agrees to apply such funds to repayment of the Loan promptly upon receipt. Borrower may prepay all or any portion of the Loan at any time from any source. Repaid amounts shall not be reloaned to Borrower. Any principal or accrued interest that has not been paid by the maturity date set forth above shall be due and payable in full on the maturity date.

6. Representations and Warranties. Borrower represents and warrants to and for the benefit of Lender that (a) Borrower is authorized to obtain the Loan on the terms set forth herein, and to execute this Agreement and the Note; and (b) Borrower shall cause Project Owner to utilize the Loan proceeds to pay construction and development costs incurred in connection with the rehabilitation of the Project. Lender represents to and for the benefit of Borrower that Lender is authorized to make the Loan on the terms set forth herein.

7. Loan by Borrower to Project Owner. Lender acknowledges and agrees that each Loan advance under this Agreement shall be documented as an amount that is simultaneously loaned by Borrower to Project Owner.

8. Default. Borrower shall be in default under this Agreement and the Note in the event that (a) Borrower shall fail to apply the sources of HUD funds described in Section 5 to repayment of the Loan; or (b) the Loan has not been repaid in full by the maturity date. Lender may declare the Loan and Note payable in full following an event of default.

9. Miscellaneous. This Agreement is governed by Wisconsin law, and, together with the Note, shall constitute the entire Agreement of Lender and Borrower with respect to the Loan. Each of Borrower and Lender shall pay its own costs and expenses in connection with the origination, funding and documentation of the Loan. This Agreement may be executed in counterparts, and each executed counterpart shall constitute a separate instrument.

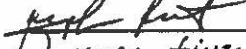
IN WITNESS WHEREOF, Borrower and Lender execute this Agreement effective as of the date first above written.

Borrower

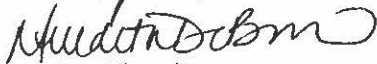
Lender

The Housing Authority of the City of Sheboygan

City of Sheboygan

By: 
Its: Executive Director

By: 
Its: Mayor

Attest: 
Its: City Clerk

**[SIGNATURE PAGE TO PROMISSORY NOTE BY THE HOUSING AUTHORITY OF
THE CITY OF SHEBOYGAN IN FAVOR OF THE CITY OF SHEBOYGAN]**

The undersigned has executed the foregoing Promissory Note as of the date first set forth above.

BORROWER:

**THE HOUSING AUTHORITY OF THE
CITY OF SHEBOYGAN**

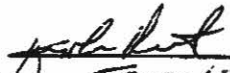
By: 
Name: Joseph Dupont
Its: Executive Director

EXHIBIT A

PROMISSORY NOTE

Sheboygan, Wisconsin

Dated: October 13
August, 2020

FOR VALUE RECEIVED, the undersigned, The Housing Authority of the City of Sheboygan (the "Borrower"), promises to pay to the order of the City of Sheboygan (the "Lender") at such place as Lender may designate in writing, the amounts advanced by Lender to Borrower under the City Loan Agreement of even date herewith (the "Loan Agreement"), plus interest as therein provided, in lawful money of the United States. Undefined capitalized terms used in this Promissory Note shall have the meaning set forth in the Loan Agreement.

1. **Interest Rate.**

Simple interest on the outstanding principal amount of the Loan shall accrue at the rate of 4.25% per annum, as provided in the Loan Agreement.

2. **Repayment.**

A. The balance of this Note shall be repaid as provided in Section 5 of the Loan Agreement.

B. All amounts due under this Note shall be payable in full no later than the maturity date specified in the Loan Agreement.

3. **Prepayments.**

The outstanding principal balance of this Note may be freely prepaid in whole or in part at any time, without any penalty or fee whatsoever.

4. **Interest Limitation.**

Nothing herein contained, nor any transaction relating thereto, or hereto, shall be construed or so operate as to require the Borrower to pay or be charged interest at a greater rate than the maximum allowed by the applicable law relating to this Note. Should any interest or other charges charged, paid, or payable by the Borrower in connection with this Note or any other document delivered in connection herewith, result in the charging, compensation, payment, or earning of interest in excess of the maximum allowed by the applicable law as aforesaid, then any and all such excess shall be and the same is hereby waived by the holder, and any and all such excess paid shall be automatically credited against and in reduction of the principal due under this Note.

5. **Events of Default; Remedies.**

Upon the occurrence of a default under Section 8 of the Loan Agreement and during the continuance thereof, Lender may, without further notice, declare the entire unpaid and outstanding principal balance hereunder and all accrued interest, together with all other indebtedness of Borrower to Lender, to be due and payable in full forthwith, without

presentment, demand, or notice of any kind, all of which are hereby expressly waived by Borrower, and thereupon Lender shall have and may exercise any one or more of the rights and remedies provided herein or in the Loan Agreement. Nothing herein is intended, nor should it be construed, to preclude Lender from pursuing any other remedy for the recovery of any other sum to which Lender may be or become entitled for breach of the terms of this Note or the Loan Agreement.

6. **Costs of Collection.**

Borrower agrees, in case of a default, to pay all costs of collection.

7. **No Waiver of Default.**

Acceptance by Lender of any payment in an amount less than the amount then due shall be deemed an acceptance on account only, and the failure to pay the entire amount then due shall be and continue to be a default. While the Loan is in default, neither the failure of Lender promptly to exercise its right to declare the outstanding principal and accrued unpaid interest hereunder to be immediately due and payable, nor the failure of Lender to demand strict performance of any other obligation of Borrower, constitute a waiver of any such rights, nor a waiver of such rights in connection with any future default on the part of Borrower.

[SIGNATURE PAGE FOLLOWS]

IV

R. C. No. _____ - 20 - 21. By PUBLIC WORKS COMMITTEE. August 17, 2020.

Your Committee to whom was referred DIRECT REFERRAL Res. No. 70-20-21 by Alderpersons Dekker and Sorenson authorizing the appropriate City officials to enter into a contract with Highway Landscapers, Inc. regarding the placement of topsoil at the SouthPointe Enterprise Campus; recommends adopting the Resolution with amendment to correct the low bid amount of \$99,582.00.

_____ 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. 70 - 20 - 21. By Alderpersons Dekker and Sorenson.
August 17, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Highway Landscapers, Inc. regarding the placement of topsoil at the SouthPointe Enterprise Campus.

WHEREAS, the City of Sheboygan has advertised for bids to have topsoil placed at the SouthPointe Enterprise Campus from on-site stockpiles; and

WHEREAS, five bids were received; and

WHEREAS, the low bid was from Highway Landscapers, Inc. in the amount of \$99,582.00; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Highway Landscapers, Inc. to place topsoil at the SouthPointe Enterprise Campus.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Director of Public Works may exercise the powers delegated to the Owner under the contract.

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the Work as set forth below:

Account No. 42861100-611200 (Land Improvements) \$99,582.00

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

III

DIRECT REFERRAL TO PUBLIC WORKS COMMITTEE

Res. No. 70 - 20 - 21. By Alderpersons Dekker and Sorenson.
August 11, 2020.

A RESOLUTION authorizing the appropriate City officials to enter into a contract with Highway Landscapers, Inc. regarding the placement of topsoil at the SouthPointe Enterprise Campus.

WHEREAS, the City of Sheboygan has advertised for bids to have topsoil placed at the SouthPointe Enterprise Campus from on-site stockpiles; and

WHEREAS, five bids were received; and

WHEREAS, the low bid was from Highway Landscapers, Inc. in the amount of \$98,315.00; and

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

NOW, THEREFORE, BE IT RESOLVED: That the appropriate City officials are hereby authorized to enter into the attached contract with Highway Landscapers, Inc. to place topsoil at the SouthPointe Enterprise Campus.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the Director of Public Works may exercise the powers delegated to the Owner under the contract.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are authorized to draw funds for the Work as set forth below:

Account No. 42861100-611200 (Land Improvements) \$99,582.00

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

Dated _____ 20 . _____, City Clerk

Approved _____ 20 . _____, Mayor

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

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

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Southpointe Enterprise Campus - Topsoil Placement

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Placement of topsoil from on-site stockpiles, including erosion control.

2.02 City of Sheboygan Resolution: _____

2.03 City of Sheboygan Account Number: _____

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by the City of Sheboygan Engineering Division is designated as Designer.

3.02 The Engineering Division, Department of Public Works, City of Sheboygan, Sheboygan, WI will assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

If ENGINEER is undesignated, OWNER shall assume the duties and responsibilities of ENGINEER through OWNER's Director of Public Works (DPW), or the DPW's designee.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The work will be substantially complete no later than September 15, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the 14th day following substantial completion.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner the amount identified in paragraph 19.01 of the Supplementary Conditions for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 0 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

- 7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 - J. Contractor’s entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
1. This Agreement (pages 00 52 00-1 to -7, inclusive).
 2. Performance bond (pages 00 61 13-1 to 00 61 13 - ____, inclusive).
 3. Payment bond (pages 00 61 14-1 to 00 61 14- ____, inclusive).
 4. General Conditions (EJCDC C-700, 2013 Edition) Supplementary Conditions, Specifications, and Drawings, not attached but incorporated by reference, as listed in the attached table of contents of the Project Manual and the Drawings.
 5. Addenda (not attached but incorporated by reference) (numbers 1 to -[], inclusive).
 6. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor’s Bid (pages 1 to -[], inclusive).
 7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed,
 - b. Work Change Directives,
 - c. Change Orders,
 - d. Field Order,
 - e. Task Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

(Continued on next page)

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

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

OWNER:

CONTRACTOR:

City of Sheboygan

By: _____
(signature)

By: _____
(signature)

Name,
Title: Darrell Hofland , City Administrator

Name,
Title: _____
(printed)

Date: _____

Date: _____

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

Address for giving notices:

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

Address for giving notices:

License No.: _____
(where applicable)

Signed by:

Approved as to form and Execution:

By: _____
(signature)

By: _____
(signature)

Name,
Title: Michael Vandersteen, Mayor

Name,
Title: Charles C. Adams, City Attorney

Date: _____

Date: _____

Countersigned by:

By: _____
(signature)

Name,
Title: Meredith DeBruin, City Clerk

Date: _____

Gen. Ord. No. - 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

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.

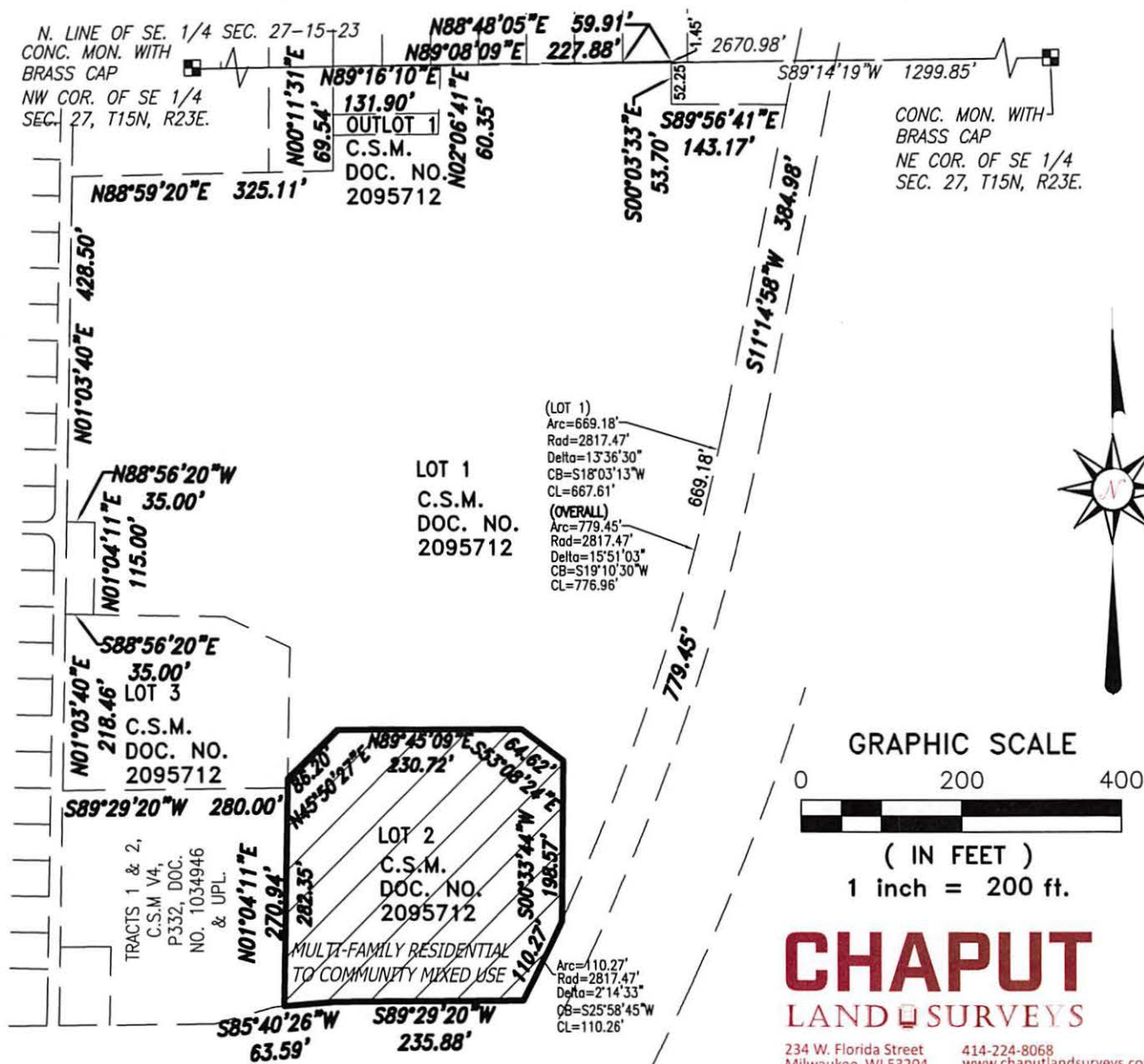
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

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 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


Gen. Ord. No. - 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

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.

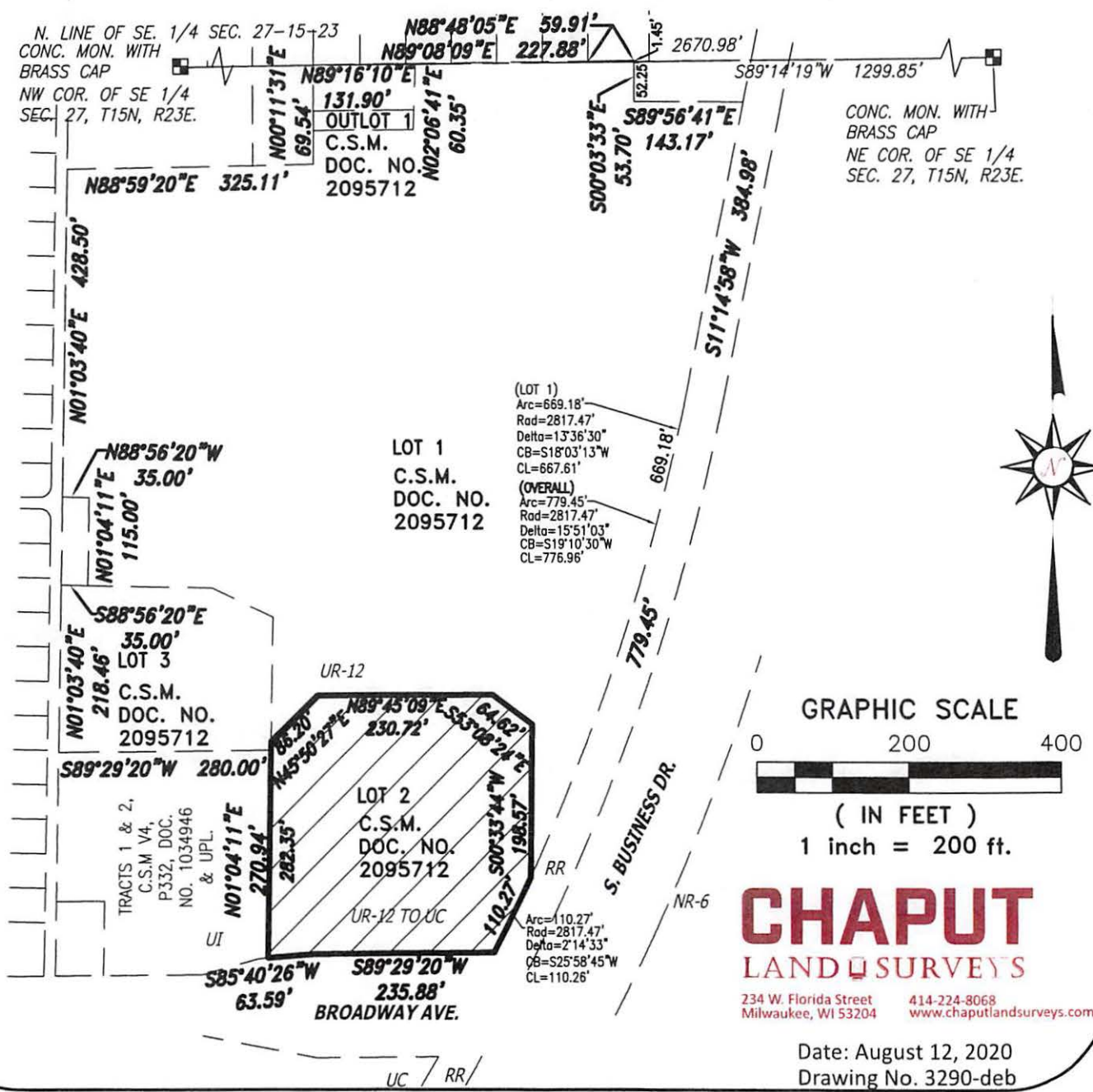
I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

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 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.



~~X~~

Gen. Ord. No. _____ - 20 - 21. By Alderpersons Dekker and Sorenson.
August 17, 2020.

AN ORDINANCE creating a 15 Minute Parking zone Monday through Friday from 7:00 a.m. to 4:30 p.m. on the west side of N. 6th Street between Wisconsin Avenue and New York Avenue.

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

Section 1. Pursuant to Section 118-126 of the Municipal Code entitled "Prohibitions and Restrictions Authorized," the west side of N. 6th Street from 30 feet south of the south curb line of Wisconsin Avenue to 175 feet south of the south curb line of Wisconsin Avenue is hereby added to the list of locations where a 15 Minute Parking zone Monday through Friday from 7:00 a.m. to 4:30 p.m. is permitted.

Section 2. The Department of Public Works and the Police Department are hereby authorized and directed to install the signs to give notification of the aforementioned parking restriction.

Section 3. All ordinances or parts thereof in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

PW

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

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

II

Other Matters

R. O. No. 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)

<u>No.</u>	<u>Name</u>	<u>Address</u>
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. 35 th 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. 19 th Street
7454	Wery, Corbin J.	1210 Superior Avenue
4808	Wierikko, Kim M.	4020 N. 52 nd Street
2746	Yang, Shoua	721 S. 15 th Street

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

<u>No.</u>	<u>Name</u>	<u>Address</u>
3306	Simmons, Timmeke D.	1718B Indiana Ave

WTPS